

Hayes Robertson Group Inc 310 Duval Street Key West Florida 33040 305-731-9972

March 11, 2026

City of Key West- City Clerk

1300 White Street

Key West Florida, 33040

Title: **RFP No. 26-001** - Historic Building Rehabilitation Lease and Adaptive Use Hospitality House

Dear Ms. O'Brien

Hayes Robertson Group Inc. has had offices in Key West Florida for nearly 25 years. Over this period Hayes Robertson Group has primarily developed and then operated restaurants and retail stores in Key West. The company is the anchor tenant at the historic Porter House on Duval Street. Joseph Walsh, the company's president will be the project lead. (Contact info 305-731-9972, Joe@tropicalsoup.com) Hayes Robertson Group is prepared, willing, and able to perform all of the duties and responsibilities identified in both the RFP, and Hayes Robertson Group Inc's response to that RFP. Hayes Robertson Group offers to rehabilitate and then lease the historic structures and redevelop the adjacent portions of Mallory Square. The city performed some stabilizing work on these structures five years ago and added some non-historic elements. This proposal offers to adaptively re-use the cable tank that previously housed a commercial business, install wayfinding and educational signs, add landscaping and public art, replace the docks, create a coral nursery and education area, build and install a splash fountain and add shade sails. The City of Key West has been discussing and planning Mallory Square upgrades for over fifteen years. The proposer offers to implement critical features of the Mallory Square master plan, and generate additional traffic and increase use at off times, and to pay to maintain parts of Mallory Square. The proposed use for the former offices of the Mallory Steamship company is as an historic museum with educational opportunities. Joseph Walsh the president of Hayes Robertson Group has engaged Delta Fountains to work on the proposed splash fountain. Delta with offices in Jacksonville, is among the largest splash and municipal fountain designers/builders in the world. The new shade sail and planters with fixed seating recreation areas will make Mallory Square more functional, and comfortable, as well as creating opportunities to enjoy CPS performances

Hayes Robertson Group has engaged or consulted with professionals in the architectural, planning, engineering, historic preservation, retail, and construction fields. These companies would be paid by the proposer and effectively work as subcontractors for the rehabilitation and adaptive re-use of the Hospitality house and surrounding area. T.S. Neal Architects, Seth Neal (305) 340-8857 Sethneal@tsnarchitects.com/ Perez Engineering & Development, Inc Allen Perez (305) 293-9440 aperez@perezeng.com/ Trepanier and Associates Owen Trepanier (305) 293-8983 Office@OwenTrepanier.com / Key West Construction John Paul Castro (305) 896-4244 jcastro@keywestcontractor.com /VDF Law Van Fisher (305) 849-3893 Van@VDF-Law.com/ KeyStar Construction Chas Spottswood (305) 517-6270 Chas@keystarconstruction.co/ Plant a Million Corals Foundation Dr. David Vaughan, info@plantamillioncorals.org (772)216-1482/ Delta Fountains James Turner 904-886-9030 James@deltafountains.com

The property has been neglected for an extended period of time. The plan is removal of the fencing, repair the decking, adding hardscaping, landscaping, a splash fountain, way finding and information signs, public art installations, and operating a concession stand in the park

Regards

Joseph Walsh
President-
Hayes Robertson Group Inc

Tab 2. Conceptual Plan/Design

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A statement of the physical project concept is required to include:

- *A site plan illustrating the extent of proposed development, access points, site circulation, general configuration of uses, etc.*
- *Floor plans illustrating internal building program.*
- *Development program in table format indicating the type of use, square footage of use.*
- *Occupancy capacity calculations*
- *Renderings, sketch-up models and elevations illustrating all 360-degree interior and exterior views.*
- *An itemized description of all modifications to the structure, specifically any modification to historic fabric and the reason stated modifications are required*

Hayes Robertson Group agrees with the principles of the Mallory Square master plan, and believes that the square needs these new investments and ideas to be successful in the future. The specific quotes from the master plan are:

- panoramic sunset views,
- flexible performance spaces and connections to Key West's past.
- a destination beyond Sunset Celebration, by incorporating new amenities, shade, furnishings, plants and a refreshing water feature.

Proposer addresses all of the principles in the plan

HRG proposes to:

1. Rehabilitate the Hospitality House and create an environmental educational opportunity
2. Create a coral nursery with public participation
3. Adaptively re-use cable tanks
4. Build a shade sail structure
5. Re-build docks
6. Install new landscaping, public art, and sculpture garden
7. Create storage for CPS performers if possible
8. Install wayfinding and educational signs
9. Install historical markers describing the various uses and industries of Mallory Square
10. Install curvilinear seating

11. Install splash fountain that can be easily converted back to performance and promenade space.
12. Remove non-historic additions to cable tank 2 and install a concession stand for park goers
13. No new structures
14. Adaptive re-use of Western Cable tank
15. Restoration of Hospitality House
16. New Park features

Hayes Robertson Group Inc (HRG) proposes to execute the first elements of the Mallory Square master plan 2024, with a design plan that rehabilitates historic structures, adaptively re-uses them for modern economic purposes and develops an environmental educational hub with a real-world purpose of acclimating corals for planting on the reef. The Hospitality House will be rehabilitated and made ADA compliant. The historic counter will be re-purposed and it will be used for educational purposes explaining the history of Mallory Square and Key West, and offering the opportunity to view and participate in coral restoration efforts. The available inside space is limited but HRG would illustrate the changing history of maritime uses in Key West- culminating with the Plant a Million corals foundation work that would be acclimating corals in the Gulf-Atlantic cut immediately behind the Hospitality House. At its facility in Summerland Key, Plant a Million Corals Foundation (PAMC) offers classes educating people about corals and restoration efforts, and provides opportunities to the supervised public to cut corals. As an accessory use educational and fundraising materials would be sold. The Mallory Square master plan proposes ideas to more efficiently use the Gulf Atlantic cut. Implementing coral restoration acclimation efforts is the perfect use. Illustrating the maritime history in the building that was once the ticketing office of the Mallory Steamship company will be incorporated- and the environmental educational future will take precedence.

HRG will replace the historic shutters, repair the roof, siding and gutters, and install an ADA compliant ramp. HRG will remove the prison style gates and the no trespassing signs. HRG will remove the debris and stored items from public view. HRG will work with the city and neighbors to identify how much area the neighboring tenants require. HRG will then shield that work and storage area from public view. This has been a consistent and ongoing challenge as high visibility public areas at Mallory Square have been used for parking, maintenance and trash storage. Optimally, HRG would create storage units for CPS performers along the South side of the Hospitality House to make it easier for Mallory Square performers to set-up and break down.

There will be no changes to the historic fabric of the Hospitality House structure, The ADA accessibility will utilize the rear door. This door will also be used for access to the coral nursery behind the facility.

HRG proposes to rehabilitate and adaptively re-use one of the cable tanks. HRG is very familiar with the tanks. There is a difference between cable huts- an example of which is located near the Southernmost Point at South and Whitehead Streets, and cable tanks, two of which are at Mallory Square. (See attached pictures for historic conditions)

HRG proposes to retain the settings oriented towards the water where they were used and increase circulation around them by removing the prison style black fencing. The historic use of storing telephone

cables that would deteriorate if removed from water has been completely obsolete for 75 years, since the development and installation of polyethylene sheathing for phone cables in 1950.

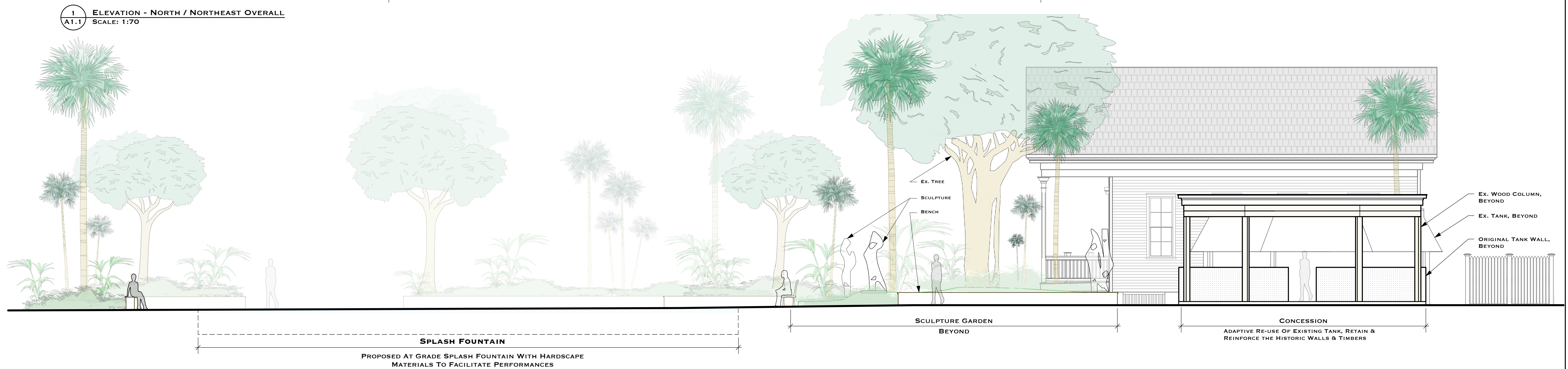
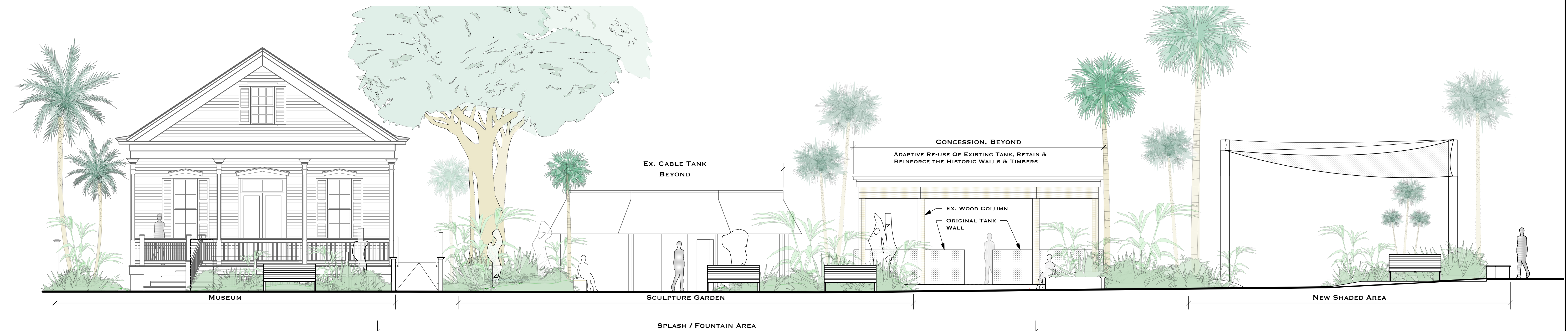
HRG proposes to utilize the Western Cable tank that previously housed a restaurant as a concession stand. It will retain approximately 50% of the exposed concrete and re-use or rebuild the exterior wood columns. As is visible in the attached pictures, most of this structure is five years old. HRG will respect the form, shape, and orientation, of the structure, but the false sense of history that would be created by pretending that the stabilization work undertaken in 2021 has historic significance would be a violation of HARC and Secretary of the interior guidelines. The proposal calls for the removal of the 2021 upper slat detail to avoid creating a false sense of history.

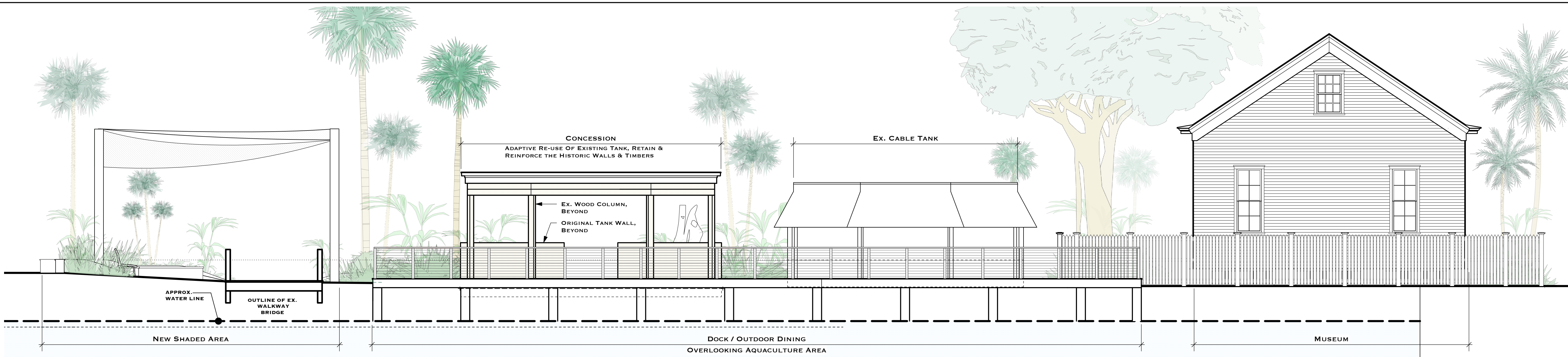
HRG proposes to retain the Eastern Cable Tank in its current condition, and adaptively re-use it for a water tank storage along with industrial pumps, and filters for the adjacent proposed Splash fountain. HRG proposes to install an interior floor to make the structure functional. HRG proposes replacing the five year old glass door with a mahogany door.

This re-use of an industrial tank that stored cable in water to a tank that stores water for a splash fountain seems an ideal use. This history and current use will be promoted with informational sign kiosks near the structure. The flat roof would remain. The exposed concrete, wood columns wood slat upper walls would remain. The retention of this tank with an imaginative adaptive re-use is the perfect expression of the dynamic culture of Key West as old meets new. Rehabilitation is defined in the Secretary of Interior's Standards for the Treatment of Historic Properties as, "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character". HRG's proposals for 26-001 and 26-003 offer extraordinary synergies for the redevelopment of the Square and incorporate all of the concepts of the master plan. It is respectful and faithful to historic preservation principles. The uses proposed are the development team's core businesses. The project is already fully funded. The project is designed to be modestly profitable.

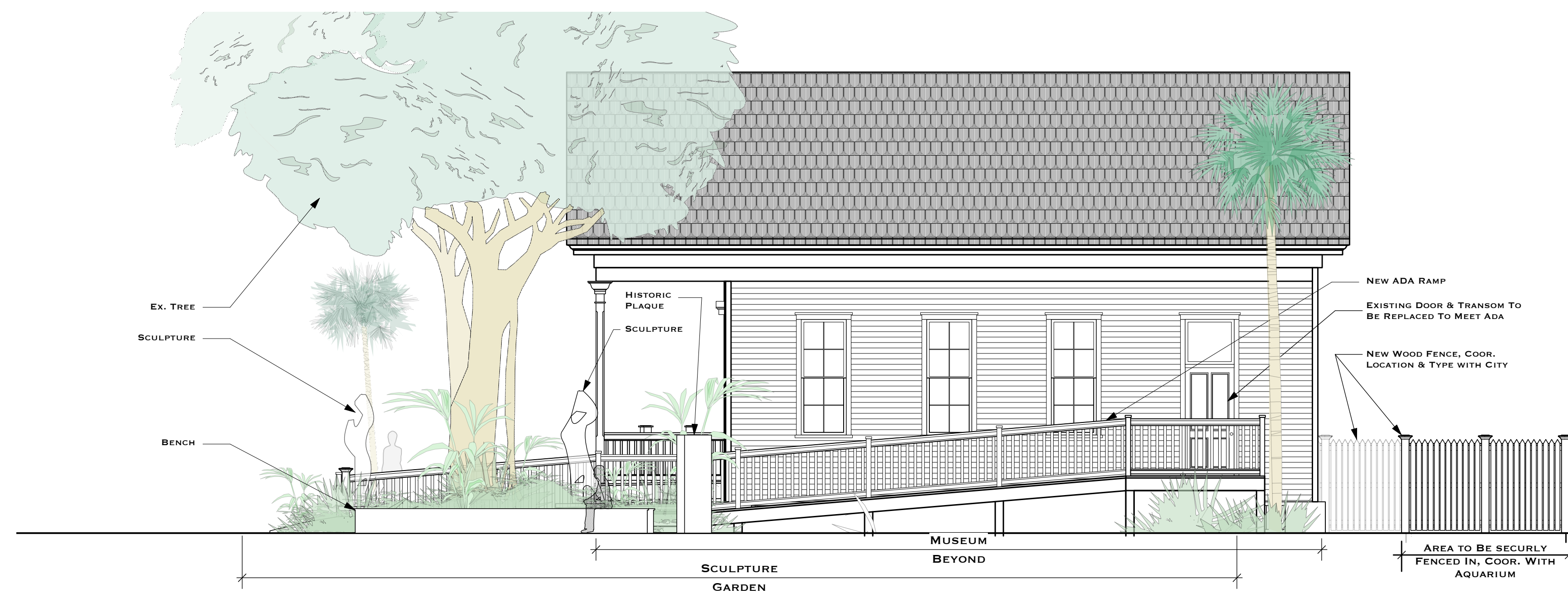
The Interactive splash fountain is a desirable feature. The adaptive re-use of a water tank in old water tanks is both interesting and efficient. The shade sail and public art and landscaping improvements will generate additional business and help to activate the Square at non-traditional times.

The City spent a lot of time talent and money developing the Mallory Square Master Plan. Its planning department has made presentations to various city boards over the past two years. The City has implemented none of it. The neighboring property owner is continuing to prevent the Admirals Cut component of the plan to be implemented. HRG's proposal will dramatically improve Mallory Square. It will add: seating, shade, and restrooms. It will create an interactive splash fountain that will be an attraction in its own right. It will re-purpose the Hospitality House and operate an aquaculture facility. It will add public art and historic plaques and markers. It will install an accessory concession stand to contribute to the comfort and convenience of the park and recreation area.





1 ELEVATION - SOUTH, OVERALL
A1.2 SCALE: 1:70



2 ELEVATION - WEST SIDE OF MUSEUM
A1.2 SCALE: 3/16" = 1'-0"



3 ELEVATION - EAST SIDE OF MUSEUM
A1.2 SCALE: 3/16" = 1'-0"



22974 OVERSEAS HWY
CUDJOE KEY, FL
33042

305-340-8857
251-422-9547

**-HAYES ROBERTSON GROUP-
MALLORY SQUARE
MALLORY SQUARE, KEY WEST, FL 33040**

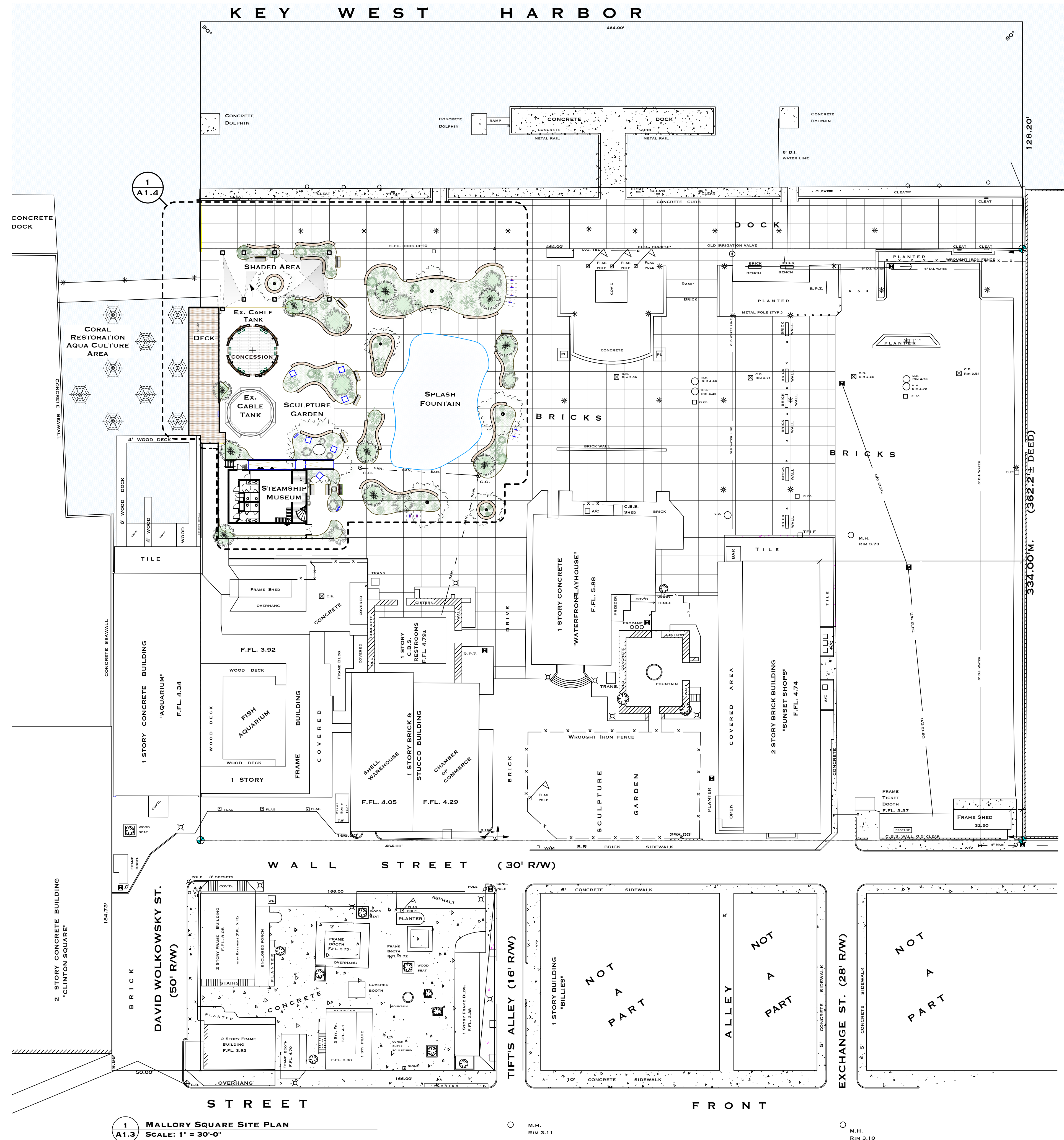
MALLORY SQUARE, KEY WEST, FL 33040

DRAWING TITLE:
SITE PLAN

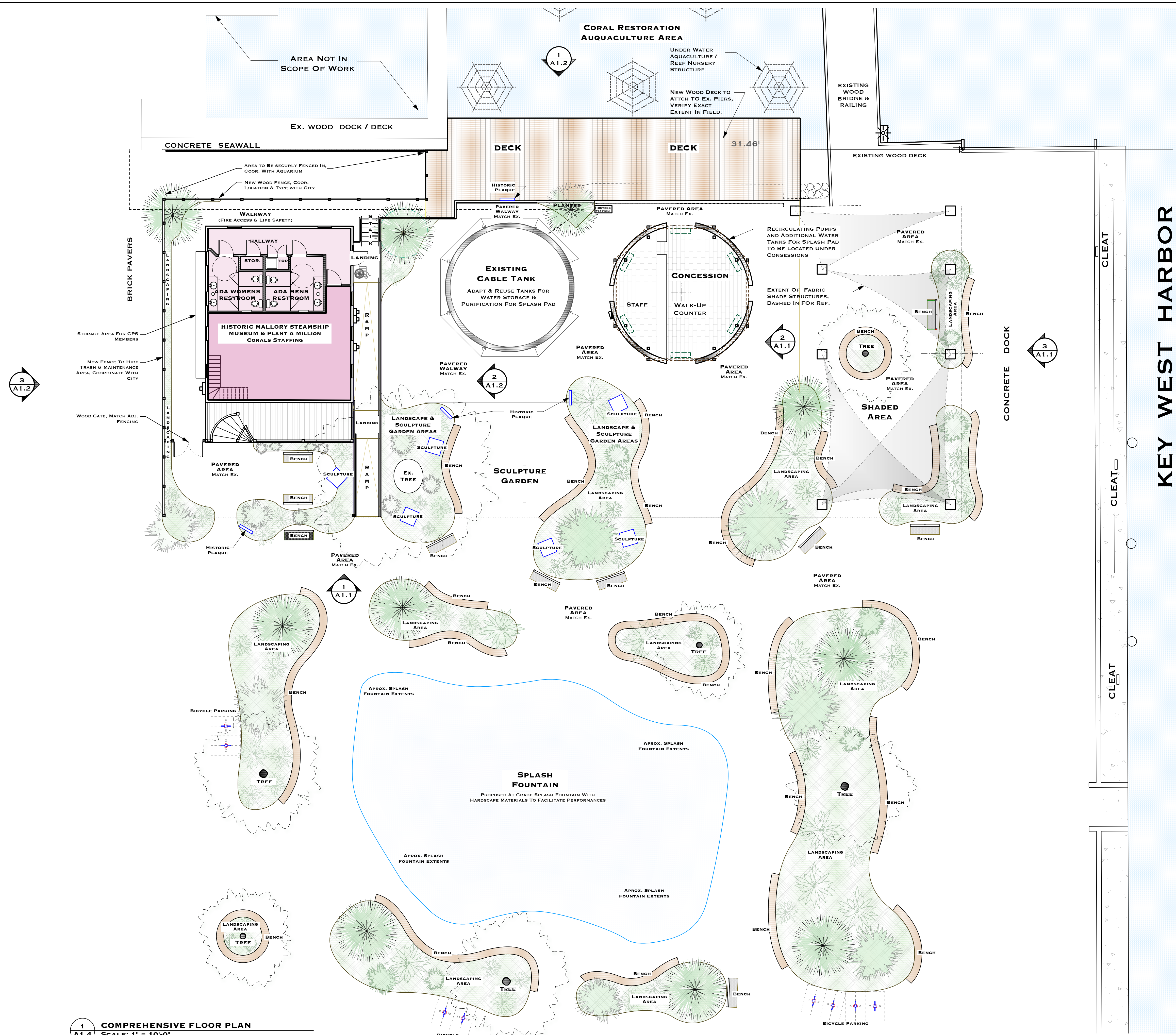
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CHECKED: _____
DATE: 03-04-2026

REVISION #	DATE

A1.3
SHEET #



TIMOTHY SETH NEAL FLA. REGISTRATION # AR97505



1
A1.4
COMPREHENSIVE FLOOR PLAN
SCALE: 1" = 10'-0"

T.S. NEAL
ARCHITECT INC.
22974 OVERSEAS HWY
CUDDJOE KEY, FL
33042
305-340-8857
251-422-9547

-HAYES ROBERTSON GROUP-
MALLORY SQUARE
MALLORY SQUARE, KEY WEST, FL 33040

DRAWING TITLE:
COMPREHENSIVE
FLOOR PLAN
DRAWN:
CHECKED:
DATE: 03-04-2026

REVISION #	DATE

A1.4
SHEET #

T.S. NEAL
ARCHITECTS, INC.

Tab 3. Development Team Information

Organization Form, Team Members, Personnel:

Hayes Robertson Group Inc. is currently one of the largest employers in the city of Key West. It has sufficient staffing to deliver this redevelopment project. Its president of 25 years Joseph Walsh, will be managing the project. Walsh is authorized to negotiate for and bind the developer. Utilizing many of the same professionals listed Walsh previously developed and repurposed a 20,000 square foot underutilized city owned historic structure on the waterfront after the City's only bidder was unable to complete it.

HRG has developed an expert team to successfully deliver on its plan ensuring a timely execution of all aspects of the project. Most of the firms constituting the rest of the development team have offices in Key West, and have worked on hundreds of Keys projects.

Trepanier and Associates, VDF Law, Perez Engineering all worked with Walsh or HRG on the adaptive re-use of the city owned waterfront grocery store at 201 William Street, and at the ongoing work at the historic Porter House. Dr Vaughan and Walsh work together at Summerland Farms, the upland facility that will provide corals for the acclimation and replanting interactive facility. Delta Fountains did the work at Centennial Fountain Park in west Palm Beach and at Indian Riverside Park.

Architect:

T. S. Neal Architects, Inc. is a full-service architecture design firm specializing in residential renovations, new constructions, and commercial projects. They operate primarily in the Florida Keys, serving clients from Key West to Key Largo and beyond. The company is committed to initiating new design and renovation projects with their clients. Seth Neal, Evan Amato, Joe Scarpelli 22974 Overseas Hwy, Cudjoe Key, FL 33042 • (305) 340-8857

Engineer:

Perez Engineering & Development, Inc., is a professional engineering consulting firm. We have provided professional services in the public, industrial, military, and private sectors for more than twenty (20) years. Based in Key West, Florida, our staff has a proven record in successfully managing and completing complex multi-discipline projects throughout the State of Florida and the Caribbean.

We have successfully managed and completed various types of multi-discipline contracts including continuing services contracts for municipal and state government, federal government and private industry. Our performance on past and current contracts confirms our ability to meet both schedule and budget requirements with a strong emphasis on quality. Allen Perez

Land Planner

Trepanier and Associates, we assist our clients in meeting their land use and development goals. We navigate the complex and difficult land development regulations and political intricacies in order to ensure our clients needs are met. We stay up-to-date on the latest projects developments, paying attention to the minutia so our clients don't have to.

We analyze project goals and identify the processes required to achieve success. We fully represent projects or may act as research assistants. Owen Trepanier.

Trepanier and associate works on land planning and zoning issues including Waterfront Marinas and Resorts, Government work, comprehensive planning, workforce housing development, and all forms of commercial development. They work with government staff, architects, designers and developers to secure site plan approvals, development plan approvals, and Historic architectural reviews

Legal

VDF Law is the law firm of Van D. Fischer, a litigation practitioner focused on matters involving land use, zoning, code compliance defense, and general litigation for individuals and businesses. Mr. Fischer represents individual and business clients in Key West and throughout the Florida Keys. Van Fischer has a long history working with local, state and federal agencies starting in the early 1990's working for the Florida Department of Community Affairs. Later, he worked for the U.S. Fish and Wildlife Service and was instrumental in drafting the comprehensive management plans for the four National Wildlife Refuges in the Florida Keys. This prior work experience has given this Key West Lawyer a unique and detailed knowledge of how the Florida Keys regulatory and litigation system works. He is a graduate of the Charleston School of Law and has a graduate degree in environmental management from Duke University. Attorney Fischer started VDF Law in 2015.

Construction:

Key West Construction/John Paul Castro

John Paul is a third generation builder and owner of Key West Construction, LLC. He started in construction with his father and earned his business economics degree from the University of Tampa. He was the Key West Bight manager of operations and construction and director of Key West's utilities department. He opened his business in 2021.

Coral Restoration:

Plant a Million Corals Foundation-

Dr. David Vaughan has held positions in aquaculture research and development for over 45 years. He directed the Aquaculture Division at Harbor Branch Oceanographic Institution for 17 years, including the design, build and operation of the 60 acre HBOI Aquaculture Development Park, the world's only completely recirculating center for aquaculture training and demonstration.

Dr. David Vaughan is often cited with creating the R&D and scale up of clam farming technologies in Florida, and directing the training programs and operations of the nation's largest hatchery to produce clams used for the retraining displaced fisherman.

He founded and developed ORA, Oceans, Reefs and Aquariums Inc., a large marine ornamental production facility and has worked with Philippe Cousteau and Earth Echo International on coral reef restoration initiatives.

As previous Executive Director of the Mote Marine Laboratory in the Florida Keys, he started the coral restoration program, heralded with developing the new technology of "micro-fragmentation". Dr. Vaughan is presently helping people globally in this process as a scalable tool for reef restoration as Founder of Plant a Million Corals.

* Dr. David E. Vaughan has previously worked for and with many other marine science organizations over the years and has now retired from those entities and is solely representing Plant A Million Corals until he reaches this goal.

Delta Fountains

James Turner, head designer and VP James is Delta's Vice President and Head of Design.

For more than 25 years, Delta Fountains has partnered with clients to create water feature displays that enhance the beauty and enjoyment of the world's communities. Clients bring us their visions and rely on our experience to supply the fountain designs, engineering and products that create the flows and splashes they imagine. Delta Fountains is an industry presence, actively involved in projects across the United States and around the world. To date, we have helped thousands of clients create fountains that reflect their dreams and our experience and innovation. We love what we do, and we never forget that it's all about our clients. Our passionate approach and stamina, along with our expertise, have lead to our leadership being recognized worldwide in the fountain industry.

Interactive Fountains, or splash pads, are known for bringing communities together and are perfect for kids of all ages.

Detailed lists of prior projects appear at the end of this RFP. The City is authorized to discuss these prior clients/references

Tab 4. Management Team

Describe the proposed management team that will be responsible for managing day-to-day activities of the Hospitality House and cable tanks once redeveloped. List all principals, firm background, and experience and provide examples of comparable projects that have been undertaken. Proposer's should include current resumes for all members of the management team.

Joseph Walsh

- Project management and estimating Great Southeast construction ended 2000
- developed owns and operated Caroline's restaurant 2000 to present on Duval Street
- developed owns and operates Fogarty's restaurant 2001 to present on Duval Street
- Owner Tropical Soup Corporation 2010 to present
- developed owns and operates Waterfront Brewery 201 William Street 2013 to present
- Managing partner of the LLC that owns the Porter House- historic building at 429 Caroline St.
- Managing partner Summerland Farms

All of this experience is relevant to management of the proposed project. The former Waterfront Market building at 201 William Street is owned by the City of Key West. After forcing out the Waterfront Market, the City put it out for bid several times with poor results. The building was a largely empty, city owned waterfront property with significant amounts of deferred maintenance, and few productive uses. When the sole bidder waterfront brewery LLC was having difficulty moving the development forward, the then city manager requested that Walsh join Waterfront Brewery. The development of a successful waterfront attraction in a concrete building, on a tourist walking area, thereby generating a new tourist well as significant revenues is what Walsh already did. The Mallory Square project will be comparable. Two restaurants, (Oak Beach Inn and Hooters) opened and failed at 227 Duval Street before Walsh opened Fogarty's in October 2001. Tropical Soup Corporation leased and managed the former Chamber of Commerce building at 402 Wall Street from 2010 to 2020. Tropical Soup Corporation previously developed plans that were approved by the City of Key West HARC board, and the City planning board for the redevelopment and adaptive re-use of the Hospitality House and the Cable tanks. Walsh is a principal in Duval and Caroline LLC that owns and manages the National register Porter Mansion at 429 Caroline Street. Maintaining an historic house in a commercial setting is a challenge. Walsh purchased the Porter House in 2010. Historic preservation and general maintenance, while generating income have been ongoing ever since. Some similarities are expected, especially with the Hospitality House regarding ongoing maintenance.

Rick Flores

- Manager Fogarty's restaurant 2002 to present
- Manager Caroline's restaurant 2002-present
- Manager Waterfront Brewery restaurant 2013-present
- Partner and manager Jack Flats restaurant 2003-present
- Partner Rockland Key LLC 2012- present
- Partner Crazy Lady brewing Inc 2024-present

Flores is an experienced businessman and owner. He handles logistics and transportation for Crazy Lady brewery. He handles facility maintenance and scheduling of contractors and repairs for several historic structures at 227 Duval Street, 429 Caroline Street and 509 Duval Street.

Flores also manages 15,000 square feet of warehouse space on Rockland Key.

Flores will oversee operations, hire staff, develop cost controls, schedule repairs and maintenance.

Led by Walsh and Flores, the Hayes Robertson Group (and its related companies) is among the largest employers in Key West. The team has taken unsuccessful structures and locations and made them profitable. The team has taken a neglected and vacant waterfront location and made it a tourist attraction.

John Baker

Since 2019 has served as chief financial officer of Hayes Robertson Group and related companies.

Baker previously owned and operated his own insurance agency.

Baker also owned and managed an employee management firm.

Dr. David Vaughan has held positions in aquaculture research and development for over 45 years. He directed the Aquaculture Division at Harbor Branch Oceanographic Institution for 17 years, including the design, build and operation of the 60 acre HBOI Aquaculture Development Park, the world's only completely recirculating center for aquaculture training and demonstration.

Dr. David Vaughan is often cited with creating the R&D and scale up of clam farming technologies in Florida, and directing the training programs and operations of the nation's largest hatchery to produce clams used for the retraining displaced fisherman.

He founded and developed ORA, Oceans, Reefs and Aquariums Inc., a large marine ornamental production facility and has worked with Philippe Cousteau and Earth Echo International on coral reef restoration initiatives.

As previous Executive Director of the Mote Marine Laboratory in the Florida Keys, he started the coral restoration program, heralded with developing the new technology of "micro-fragmentation". Dr. Vaughan is presently helping people globally in this process as a scalable tool for reef restoration as Founder of Plant a Million Corals.

* Dr. David E. Vaughan has previously worked for and with many other marine science organizations over the years and has now retired from those entities and is solely representing Plant A Million Corals until he reaches this goal.

Vaughan will handle the coral nursery and acclimation portion of the proposal.

Resumes attached

Tab 5. Project Management Plan

A description of the project management plan addressing the issues set forth below is required. -
Technical services to be provided by the developer and each member of the development team; -
Organization of the development team, responsibilities for project management, specific experience of each team member.

Joseph Walsh will serve as the lead project manager. He has worked with nearly all of the design, development, and creative professionals on the team before. The subject matter experts will handle their specific areas. All of them have previously handled complicated and difficult developments. As necessary, Walsh, or the subject matter experts will consult with city staff, stakeholders, local utilities, and other government agencies to get the best outcome possible.

All of the team except Delta Fountains is local to the Keys and is very familiar with the project. Delta Fountains is among the world's foremost designers of fountains and water features.

Overall Project, operations and financial issues, overall project management - Joseph Walsh Hayes
Robertson Group Inc

Design, architecture, historic preservation- Seth Neal T.S. Neal Architects

Planning, zoning, Land use, - Owen Trepanier, Trepanier and Associates

Legal-Van Fisher VDF-Law

Engineering- Allen Perez, Perez engineering

Interior Construction- John Paul Castro Key West Construction

Site Construction- Chas Spottswood, Keystar Construction Coral

Coral restoration - Dr David Vaughan, Plant a Million Corals

Coral management- Dr David Vaughan, Plant a Million Corals

Splash fountain design- James Turner, Delta Fountains

Splash Fountain management and water quality- Rick Flores

Tab 6. Development Costs

An estimate of total costs for redevelopment shall be submitted in sufficient detail to permit evaluation. Development costs shall identify major line items, including but not limited to:

- *Architectural, engineering, interior design and other third-party soft costs.*
- *Project overhead and management.*
- *Total rehabilitation costs broken down into:*
 - o *Initial rehabilitation costs*
 - o *Interior build out costs by tenant **I** use*
 - o *Financing fees and construction loan costs, as applicable; -*
 - o *Development fees.*

Attached is the development cost proforma.

It is expected that the rehabilitation and the interior tenant build-out will be conducted in a single phase.

The development cost analysis is included for all phases of the 26-001 and 26-003 RFPs. This RFP 26-003 Cable tanks is \$408,000. The cost for the park and recreation shade structures, seating, hardscaping, and splash fountain and supporting park specific line item is \$1,431,600.. The City spent \$400,000 reinforcing the cable tanks a few years ago.

While the proposer believes that the West Cable tank no longer has meaningful historic materials, we will incorporate its traditional form and physical location into the proposed plan. For historic preservation and practical purposes nearly all of it is four years old. A visual distinction between the mansard style slat roof elements of the old and new construction from the eastern cable tank in 1921 to the western one built in 2021 is impossible. This violates HARC and Secretary of the interior Guideline 3 page 38-d in that it attempts to create a false sense of history. Page 38-C HARC guidelines And US Secretary of the Interior's Standards for Rehabilitation calls to differentiate Old from **New**: "**A** visual distinction should be made between old and new work. An informed observer should be able to distinguish between the new and the historic." The multiple retail and tourist uses, and changes of the Western Cable tank from the early 1970s to the restaurant use in the 1990s up until the late 2000s changed the appearance and use of this tank. The city removed French doors and garage doors, and removed the floor and then rebuilt it to match how it would have looked. This is not appropriate preservation, and does not re-make the structure "historic". Incidentally, there were originally no doors on these structures, and the roofs were open to allow cable access.

The Eastern Cable tank will be retained with signage describing its historic significance. The proposer will put a (fresh) water storage tank in the bottom of this tank to house water used for recirculation. A floor will be installed to facilitate use.

The (larger) Western Cable tank will be converted to a concession stand.

Hayes Robertson Group will install a splash fountain that can convert as a hardscape park surface suitable for public gatherings or shows and can also function as a children's play area, or beautiful feature for contemplation and relaxation, and serve as a means to cool Mallory Square.

Among our favorites is the fountain at the foot of Clematis Street at Centennial Park in West Palm Beach designed by Delta Fountains. Delta Fountains are among the best water fountain/feature designers in the world. The proposer is working with James Turner (VP and chief designer) to develop a fun, beautiful water feature that will work for everyone. There are several proposed novel features with this project, especially the adaptive re-use of the cable tanks to house the water tanks, pumps, and filters for the splash fountain. While we have reviewed the elevations of the square and examined the water table.

The Mallory Square plan includes working to make the Gulf Atlantic Cut, (the inlet adjacent to Mallory Square and the aquarium) more integrated attractive and educational. The proposer plans to utilize the portion of the waterway adjacent to the cable tanks to construct a dock and to create a coral nursery that will serve as a practical transition location for corals cut and raised at the upland facility on Summerland Key. This location will allow the corals to acclimate to ocean conditions while being easily observed and managed. The principal of Hayes Robertson Group works with Dr David Vaughan and Plant a Million Corals Foundation in Summerland Key, Florida. PAMC currently has tens of thousands of corals that are being grown out for planting purposes. The allocated budget includes new docks, walkways and viewing, information, educational, and wayfinding signs and submerged coral supporting structures.

There will be no development fees.

There will be no financing fees or construction loans.

The developer will write a check from cash on hand for the total cost of the project

Hayes Robertson Group

RFP #26-001	RFP#26-003	<u>Cost Pro Forma</u>		
splash fountain	Hospitality museum	concession stand	shade	coral nursery
		Amount	%	supplemental
Development Costs				
	Cable Tanks	\$ 390,000		Stabilized 5 years ago
	Seawall coral nursery dockage	225,000		bridge by others
	Splash Fountain	935,000		coordinate des gn
	Shade System	215,000		coordinate design
	Landscaping	88,000		
	Hospitality House	527,000		termite treatment
				Leave foundation
Construction		\$ 2,380,000		
Total Constructon \$		\$ 2,380,000		
General Development				
	Accounting Fees	\$ 5,000.00		
	Architect Fee - Design	\$ 60,000.00		
	Architect Landscape	\$ 15,000.00		
	Engineering Fees	\$ 25,000.00		
	Planners	\$ 40,000.00		
	Engineering Fees	\$ 77,500.00		
	Environmental Report	\$ 10,000.00		
	Impact Fees	\$ 65,000.00		
	Inspection Fees	\$ 7,000.00		private provider
	Insurance	\$ 25,000.00		
	Legal Fees	\$ 20,000.00		excluding litigation
	Survey	\$ 7,500.00		
	Utility Fees	\$ 25,000.00		Lift station by others
Total General Develop		\$ 382,000		
TOTAL	26-001 and 26-003	<u>2,762,000</u>		
	isolated for Hospitality House	922,400		
	isolated for Cable Tanks	408,000		
	Park and fountains	1,431,600		

FORECAST SUMMARY		YEAR 1	YEAR 2
TOTAL INCOME	\$	1,578,000	\$ 1,718,000
AQUACULTURE and MUSEUM	\$	349,500	\$ 395,000
CONCESSION SALES	\$	1,300,000	\$ 1,400,000
PURCHASES	\$	400,530	\$ 431,340
GROSS PROFIT	\$	1,177,470	\$ 1,286,660
PAYROLL & BENEFITS	\$	549,869	\$ 581,587
DIRECT OPERATING EXPENSES	\$	79,690	\$ 92,820
OCCUPANCY (EXCLUDING RENT)	\$	242,960	\$ 257,680
MARKETING	\$	13,500	\$ 13,500
INDIRECT EXPENSES	\$	60,522	\$ 21,362
EBITDAR	\$	230,929	\$ 319,712
TOTAL RENT	\$	50,000	\$ 50,000
OPERATING INCOME - EBITDA	\$	180,929	\$ 269,712
NET INCOME - EBIT	\$	180,929	\$ 269,712
INCOME			
FOOD	\$	812,500	\$ 875,000
BEVERAGE	\$	416,000	\$ 448,000
MUSEUM SALES	\$	71,500	\$ 77,000
GRANTS	\$	100,000	\$ 100,000
DONATIONS	\$	105,000	\$ 125,000
GROUP SALES	\$	73,000	\$ 73,000
CORAL PLANTING	\$	-	\$ 20,000
TOTAL SALES	\$	1,578,000	\$ 1,718,000
PURCHASES			
FOOD	\$	276,250	\$ 297,500
BEVERAGE	\$	95,680	\$ 103,040
MUSEUM MATERIALS	\$	28,600	\$ 30,800
CORAL PLANTING	\$	45,000	\$ 50,000
MUSEUM SUPPLIES	\$	30,000	\$ 30,000
TOTAL PURCHASES	\$	400,530	\$ 431,340
GROSS PROFIT	\$	1,177,470	\$ 1,286,660
PAYROLL			
UTILITY/CLEAN	\$	37,830	\$ 40,740
CORAL STAFFING	\$	58,400	\$ 58,400
DOCENT (stipend)	\$	12,000	\$ 12,000
KITCHEN LINE	\$	119,600	\$ 128,800
	\$	227,830	\$ 239,940
HOST/GREETER/CLEANER	\$	15,600	\$ 16,800
WATER MAINTENANCE	\$	36,500	\$ 36,500
COUNTER PERSON	\$	54,860	\$ 59,080
WATER PARK STAFF	\$	37,700	\$ 40,600
	\$	144,660	\$ 152,980

MANAGEMENT	\$	71,240	\$	76,720
TOTAL OTHER SALARIES	\$	71,240	\$	76,720
PROVISION FOR INCENTIVE BONUS	\$	14,170	\$	15,260
PROVISION FOR VACATION PAY	\$	3,250	\$	3,500
OTHER PAYROLL RELATED	\$	17,420	\$	18,760
GROSS PAYROLL	\$	461,150	\$	488,400
TAXES & BENEFITS				
PAYROLL TAX EXPENSE	\$	29,467	\$	31,209
BENEFITS	\$	38,500	\$	40,000
INSURANCE - WORKMEN'S COMP	\$	20,752	\$	21,978
TOTAL BENEFITS & OTHER EMP	\$	59,252	\$	61,978
TOTAL PAYROLL EXPENSE	\$	549,869	\$	581,587
DIRECT OPERATING EXPENSES				
SMALLWARES	\$	6,630	\$	14,140
PAPER SUPPLIES	\$	7,670	\$	8,260
CLEANING SUPPLIES	\$	9,620	\$	10,360
CHEMICALS	\$	43,400	\$	45,000
FILTERS AND DISPOSABLES	\$	30,000	\$	32,000
TOTAL SUPPLIES	\$	23,920	\$	32,760
CREDIT CARD CHARGES	\$	28,600	\$	30,800
F&B COMPS	\$	6,500	\$	7,000
FLOWERS & PLANTS	\$	11,960	\$	12,880
MENUS & GUEST CHECKS	\$	1,300	\$	1,400
WATER PARK MAINTENANCE	\$	75,500	\$	79,000
MUSIC FEES	\$	6,500	\$	7,000
MISC	\$	910	\$	980
TOTAL DIRECT OP EXPENSES	\$	79,690	\$	92,820
OCCUPANCY - EXCLUDING RENT				
BUSINESS INSURANCE	\$	15,000	\$	16,000
ALARM & SECURITY SERVICE	\$	3,150	\$	3,300
OTHER OCCUP EXPENSES				
TOTAL OCCUPANCY	\$	18,150	\$	19,300
ELECTRICITY	\$	65,000	\$	67,000
WATER/SEWER	\$	66,500	\$	71,000
PROPANE/FUEL	\$	18,500	\$	20,000
TOTAL UTILITIES	\$	150,000	\$	158,000
REPAIR & MAINTENANCE	\$	26,910	\$	28,980
HISTORIC MAINTENANCE	\$	45,500	\$	49,000
EXTERMINATOR	\$	2,400	\$	2,400
TOTAL REPAIR & MAINTENANCE	\$	74,810	\$	80,380
TOTAL OCCUPANCY	\$	242,960	\$	257,680
MARKETING				
PROMOTION	\$	9,000	\$	9,000
PUBLIC RELATIONS	\$	4,500	\$	4,500
TOTAL MARKETING	\$	13,500	\$	13,500
INDIRECT EXPENSES				

ACCOUNTING FEES	\$ 3,510	\$ 3,780
COMPUTER SERVICES	\$ 3,900	\$ 4,200
COMPUTER SOFTWARE/SUPPLIES	\$ 1,300	\$ 1,400
DUES AND SUBSCRIPTIONS	\$ 200	\$ 200
EQUIPMENT LEASE EXPENSE	\$ 555	\$ 555
LICENSES/FEES	\$ 767	\$ 767
MESSENGER	\$ 500	\$ 500
OFFICE SUPPLIES	\$ 1,690	\$ 1,820
POSTAGE	\$ 300	\$ 300
PRINTING	\$ 520	\$ 560
RECORDS RETENTION	\$ 750	\$ 750
PROFESSIONAL FEES	\$ 45,000	\$ 5,000
TELEPHONE	\$ 1,500	\$ 1,500
PAYROLL PROCESSING FEES	\$ 30	\$ 30
TOTAL INDIRECT EXPENSES	\$ 60,522	\$ 21,362
RENT		
BASE RENT	\$ 50,000	\$ 50,000
PERCENTAGE RENT 3.5% combined	\$ -	\$ -
TOTAL RENT	\$ 50,000	\$ 50,000

Detail for Budgeted Annual Waterpark operating costs above

Category	Line Item	Annual Cost
Labor	Daily inspection / opening / closing	\$27,300
	Routine cleaning / deck wash	\$12,700
	Water quality testing / recordkeeping	\$7,000
	Electricity (pumps, controls, lighting)	\$10,000
	Water makeup	\$6,000
	Sewer discharge / backwash	\$5,000
Chemicals & Water Treatment	Chlorine / sanitizer	\$30,000
	pH control chemicals	\$18,000
	Testing supplies	\$7,500
Maintenance	Pump service / seals	\$15,000
	Filter media replacement	\$24,000
	Spray feature repairs	\$25,000
	Deck / concrete repairs	\$10,000
	Permits / inspections	\$2,500
	Insurance allocation	\$5,000
	Equipment replacement	\$35,000
		<u>\$240,000</u>

Key West Construction, LLC
111 Amaraillis Dr. Key West, FL 34010
Phone: 305-896-1711
Cell: 305-896-1711



Letter of Commitment: RFP 25-005

As part of the Hayes Robertson Group, Inc. team responding to City of Key West RFP 25-005 for the
Alternative Re-Use of Cable Tanks, Key West Construction, LLC is committed, qualified, and will be
available to complete all construction tasks within the scope of work included in the proposed
project(s).

John P. Castro
President
Key West Construction, LLC

Da

Tab 7. Financial Plan

Provide an in-depth Financial Plan detailing the sources of capital, terms, and describing the financial resources of the development team and financial capacity to complete the project. The Financial Plan must outline the prospective financing and contain:

- a. Sources and Uses section. These shall include but not be limited to equity investment, senior term debt, subordinated debt, tax credits, and grant funds from Federal, State, local, or private sources.*
- b. The Financial Plan must identify the specific investment to be made by the developer, as well as any credit enhancements or additional security.*
- c. The Financial Plan must also present a budget for the ongoing maintenance and management of the rehabilitated Hospitality House. And the cable tanks and new features*
- d. The submission should include proposed terms and conditions of a sale and ground lease. For the ground lease, include minimum annual rents, any contingent rent, and any requested special consideration or conditions. Discuss, at a general level, Respondent's proposed ground lease terms for the project envisioned.*
- e. At a conceptual level, propose a financial structure for the rehabilitation and adaptive reuse of Hospitality House*
- f. Provide an overall (total) development budget, including all hard and soft costs from preconstruction through occupancy. Explain the basis for the cost estimates.*
- g. The submission should include a disclosure of competitive projects that the developer is involved in, as well as any previous or ongoing bankruptcy or litigation. Proposers should provide a list of banking references for previous projects that are similar in nature.*

Hayes Robertson Group Inc (HRG) will write checks from its bank or brokerage accounts to fund all expenditures contemplated under this RFP. All of the funds will be equity, made by the developer.

The operating proforma provides for annual maintenance costs of historic elements at \$45,000 per year, \$26,000 for general maintenance and \$240,000 for water park maintenance and operating costs. After the initial investments to repair the structure, it is expected that this should be adequate to maintain the property going forward.

Financial cost projections for rehabilitation and adaptive re-use are attached.

HRG proposes a ground lease of 17,450 square feet including all of the building known as the Hospitality House, as well as dock area over the Gulf Atlantic Cut, and all of the cable tanks as well as the area around them. The proposal also calls for approximately 3000 square feet of splash fountain to be built and operated by HRG with the tanks, pumps, and filters, on property part of this proposed land lease, but the pad itself would be outside of the proposed leasehold. As Mallory Square has been starved for investment and operating funds, HRG proposes a lease of ten years to commence when the construction is finished with a first year guaranteed rent of \$50,000. Hayes Robertson Group Inc is open to discussing alternate rent percentages or options, but it has allocated significant revenues to the care and maintenance of Mallory square,

HRG will be making a significant investment in the City property and would propose no rent adjustments for the balance of the lease term. The revenues would be generated from a combination of daily food and beverage sales, events utilizing Mallory Square as well as grants and donations. In accordance with the RFP requirements HRG has submitted proposals for both 26-001, and 26-003, but cannot execute its proposal for the redevelopment of Mallory Square without both of them. For RFP analysis purposes, HRG would allocate 45% of the value of its proposal to 26-001, and 55% to 26-003.

Walsh has developed several restaurants and worked with contractors to repair and rehabilitate Lower keys and Key West structures. Several of the sub-contractors and consultants have provided opinions regarding the cost of rehabilitation and construction. An unused City location, (larger than this proposal) was rehabilitated and adaptively reused as a recreation area and attraction. This development work at the waterfront city owned property at 201 William Street is on point.

Attached please find bank and brokerage statements showing availability of funds.

HRG operates other restaurants in the City of Key West. Walsh is actively involved in a construction project at the Waterfront Brewery to make it more functional, as well as working to develop some affordable housing projects. None are competitive projects within the meaning of the Tab 7 question. Neither HRG nor any of its shareholders or affiliates have declared bankruptcy.

The proposer banks with Truist-Dale Bittner- (305) 292-3842, and First Horizon- Levi Pattison (305)294-6330,

Hayes Robertson Group Inc 310 Duval Street Key West Florida 33040 305-731-9972

March 12, 2026

Title: **RFP No. 26-003** - Historic Building Rehabilitation Lease and Adaptive Use Cable Tanks

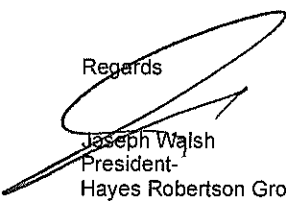
To whom it may concern:

Hayes Robertson Group Inc has cash and cash equivalents in one of its brokerage accounts of \$3,066.115

These funds are dedicated to the successful execution of RFP-26-001. Hayes Robertson Group Inc needs no permission from any bank officer, loan officer, or broker to access and spend these funds.

Hayes Robertson Group and its related companies have been working on redeveloping Mallory Square for some time, and have held these funds for this purpose.

Regards



Joseph Walsh
President
Hayes Robertson Group Inc



STATEMENT FOR:
HAYES ROBERTSON GROUP INC
C/O JOSEPH WALSH

Beginning Total Value (as of 2/1/26)	\$3,017,365.08
Ending Total Value (as of 2/28/26)	\$3,066,115.99
<i>Includes Accrued Interest</i>	

Your Relationship Manager
JAMES ANDRIANAKIS
800-503-9260

Access Your Account Online At
www.etrade.com or call 800-387-2331

Morgan Stanley Smith Barney LLC. Member SIPC.
E*TRADE is a business of Morgan Stanley.

#BWNJGWM

HAYES ROBERTSON GROUP INC
C/O JOSEPH WALSH
PO BOX 4170
KEY WEST FL 33041

INVESTMENTS AND INSURANCE PRODUCTS: NOT FDIC INSURED • NOT A BANK DEPOSIT •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NOT BANK GUARANTEED •
MAY LOSE VALUE • UNLESS SPECIFICALLY NOTED, ALL VALUES ARE DISPLAYED IN USD

Process & Schedule-Hayes Robertson Group RFP 26-003 Cable tanks		
Steps		Tentative Date
1	Meetings with planning/property manager/HARC/Public works/Manager	4/15/2026
2	Lease agreement signed	5/15/2026
3	Meetings with CPS, Sasaki, Waterfront Playhouse and neighboring property owners, and tenants	5/16/26-6/16/26
4	Design	6/1/-9/30/26
5	Meetings with CPS, Sasaki, Waterfront Playhouse and neighboring property owners, AIPP, FKNMS, Public meeting proposed City hall 8/26	8/15/2026 8/31/2026
6	Meetings with landscape/Planning/HARC/Public Works/Manager	9/15/2026
7	DRC - Development Plan- Meeting with staff	9/30/2026
8	Plan modifications as necessary	10/31/2026
9	Tree Commission	11/15/2026
10	Submit HARC	11/15/2026
11	Planning Board	12/15/2026
12	finalizing bids	1/15/2027
13	AIPP	1/31/2027
14	City Commission	2/1/2027
15	Florida Department of commerce 45 days	3/17/2027
16	Building permit applications	3/17/2027
17	Building permit issued	5/17/2027
18	Construction 150 days	10/20/2027
19	Open to the public	10/22/2027
20	Start-up to operating transition	10/20/2027

Plan is for the most intensive Mallory square
sitework to be Aug, Sept Oct

TAB 8

Tab 9. Special Conditions

1. At the time of lease negotiation, HRG requires that the city clarify the lease lines for existing tenants to allow HRG's new land lease to include the correct square footage and allow other tenants to do what they want
2. Some recent City leases have required personal guarantees, and letters of credit. This is an over-reach. As detailed background checks are required to be a city tenant, HRG requires that the City select one or the other as its means of security.
3. HRG will discuss ways to make its plan better with any and all parties interested in improving Mallory Square who are prepared to deal in good faith.
4. HRG will consult with public works, and planning staff to develop the best possible product.
5. After paying for the adaptive re-use, rehabilitation, portions of the master plan and \$50,000 in the first year's rent.
6. If the City shuts down Mallory Square to public access base rents shall be fully abated,
7. HRG is prepared to share development, maintenance and operation of the splash fountain, if the City requires, and the master plan is adhered to.
8. If the City chooses not to allow HRG to develop the splash fountain, the proposal can still proceed.
9. The proposal includes concession shoppers to consume food and beverages in the park area.
10. The proposal includes the development of a coral acclimation area either in the Gulf Atlantic cut, or on docks over it.
11. The proposal includes utilizing the leased portion of Mallory Square for occasional special events
12. The proposal does not reduce or limit the rights of CPS performers to carry-out sunset celebration- in fact the park enhancements will make the sunset celebration better and more desirable
13. The proposal includes dockage of boats for coral replanting personnel and transplanting into the open ocean as necessary.
14. HRG requires as many dedicated parking spaces as any other tenants
15. HRG requires limited vehicle access to operate the business
16. The proposal includes shade sails
17. The proposal includes the adaptive re-use of the industrial cable storage tanks for the industrial purpose of storing water, pumps, filters, and controllers, and equipment.
18. HRG requires awards of both 26-001 and 26-003 to rehabilitate and adaptively re-use Mallory Square
19. HRG's president Joseph Walsh with his company Tropical Soup, previously attempted to revitalize Mallory Square and unanimously won a previous RFP for the re-development, and adaptive re-use of part of the Square. Tropical Soup worked diligently to get the Square revitalized. During the process, it created two separate plans that both received HARC and planning approvals, including securing a LOMR to allow a lower structure, and awaited only a final City Commission vote to build. A previous commission bowed to local business pressure and cancelled the project and the RFP award. Walsh has litigated to be allowed to revitalize Mallory, initially with the city against opponents of the project, and later against the City to allow the board approved project to move forward, and won. Neighboring business interests continued to lobby, and litigate against the redevelopment. Walsh's last suit to build the City Commission denied project failed. Walsh's previous litigation to create an economic opportunity and revitalize Mallory Square is a feature, not a bug. When the first neighboring business opposition to creating a revitalized Mallory Square with additional restaurant space developed, the then assistant City manager was concerned that Walsh would get cold feet and abandon the project, while the city was left to defend Walsh's plan. HRG is a committed development partner. Walsh and Tropical Soup have already proven that.
20. While not a requirement of the proposal, HRG believes that the City should move the pedestrian bridge seaward so both ends are on publicly owned land.

Scoring Matrix support:

Hayes Robertson Group Inc's principals successfully developed historic City owned Waterfront property of a similar size to this proposal that no one else would lease.

We have operated this facility for 10 years. No one has taken a City white elephant and made it successful in such a way in at least decades.

Hayes Robertson Group Inc is among the largest private employers in Key West, and has hired experienced local consultants and professionals as well as some of the best industry specific consultants in the world.

The project is fully funded. It is impossible to have a better plan or banking relationship. Hayes Robertson Group Inc needs to ask no one permission to access the money to pay for this development.

Hayes Robertson Group attended and participated in the various charettes and meetings in developing the Mallory Square Master Plan. This proposal will deliver on all of the five objectives of that plan, and have nothing that is inconsistent with it.

1. Be Unapologetically Key West

The Vision for Mallory Square embraces the materiality and architectural character of Key West through paving patterns, furnishings and shade structures.

2. Elevate the Creative Community

For decades, Mallory Square has been synonymous with Key West's creative community of performers, artists and craftspeople.

The Master Plan provides flexible spaces for performance framed by seating and plantings. Pedestrian traffic is organized into logical corridors which will give vendors, artists and craftspeople optimal locations to locate their stands.

3. Connect City to Sea

Today, Mallory Square's visitors often arrive at the iconic square by passing through parking lots and by garbage cans, back of house areas and busy streets. This does not reflect the best of Key West.

Reimagined circulation draws users into the Square through intentional corridors framed by planting, lighting and sculptural features. Extending the paving pattern of the Square all the way to Front street signals to vehicles that they are in a pedestrian-priority space.

4. Embrace Today, Plan for Tomorrow

Key West is on the front lines of increasing climate hazards like extreme heat, flood and hurricanes.

The Mallory Square Master Plan includes seat walls and steps that increase protection from tidal flooding. The impacts of rising temperatures are mitigated with shade structures, tree canopy and a water feature.

5. Activate the Square Sunrise to Sunset

Today, Mallory Square is active mostly during just a few hours of the day surrounding Sunset Celebration.

Heat is a big reason why Mallory Square is difficult to enjoy at other times of the day and year. Mallory Square's current design provides very little shade and has extensive dark paved surfaces which absorb heat.

This proposal addresses the Key Objectives, matches the synergies and land uses, and will add vitality to Mallory Square.

Principals of Hayes Robertson Group Inc partner with Dr David Vaughan and his coral restoration team already. The proposed available grant and donation funding for this facility is conservative, compared to what is already being achieved at the facility on Summerland Key. That funding along with the concession stand will generate sufficient revenues to keep the operation cash flow positive, even with significant operating costs.

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 26-001

FOR

Re-Bid Historic Building Rehabilitation
Lease and Adaptive Use
Hospitality House

Mayor: Danise Henriquez

City Manager: Brian L. Barroso

Commissioners:

Monica Haskell; District 1
Donald "Donie" Lee; District 3
Mary Lou Hoover; District 5

Samuel Kaufman; District 2
Lissette Carey; District 4
Aaron Castillo; District 6



REQUEST FOR PROPOSALS
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: RFP 26-001

Title: Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House

Description: The City of Key West is requesting proposals for the rehabilitation, adaptive reuse and (long-term) lease of the Hospitality House in Key West, Florida 33040.

Contact: Lucas Torres-Bull, Procurement Manager
Phone: (305) 809-3807
Email: lucas.torresbull@cityofkeywest-fl.gov

Issue Date: February 19, 2026

Mail or Deliver Responses To: City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Mandatory Site Walk-Through: February 25, 2026, 11:00 A.M. LOCAL TIME

Clarification Submittal Deadline: February 27, 2026, 3:00 P.M. LOCAL TIME

Clarification Response Deadline: March 2, 2026, 3:00 P.M. LOCAL TIME

Responses Deadline Date: March 12, 2026, 3:00 P.M. LOCAL TIME

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2.0 SPECIAL CONDITIONS

3.0 TECHNICAL SPECIFICATIONS

4.0 AFFIDAVITS AND CERTIFICATIONS

- **EXHIBIT A: MINIMUM INSURANCE REQUIREMENTS**
- **EXHIBIT B: SITE PHOTOS**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.



City of Key West

Request for Proposals

Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House

RFP No. 26-001

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on March 12, 2026**. The submittals shall be clearly marked **"RFP No. 26-001 – Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House"**.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside **"Sealed Proposals for RFP No. 26-001 Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House"** addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Key West is soliciting proposals from Proposers interested in leasing and rehabilitating Hospitality House located at, Key West, Florida 33040. Interested Proposer must submit a proposal in accordance with the instructions and timeline outlined in this RFP. The City will review only those proposals that include all required information, as determined at the City's sole discretion.

The City will evaluate the proposals submitted in response to this RFP to rank Proposers. The top-ranked Proposer will be invited to enter contract negotiations. The selected Proposer must demonstrate relevant experience and capabilities included, but not limited to, adaptive reuse and rehabilitation of historic sites.

All inquiries must reference **RFP No. 26-001 – Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House** in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates via written addendum.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance Division

The Division responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/ Consultant/Submitter

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.



1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a Proposal, the Proposer/Proposer certifies

that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification To Submittals

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of



race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Key West, City Ordinance Sec 2-766-2-845
Cone of Silence, City of Key West Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics

ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

The Cone of Silence shall be imposed on this RFQ/RFP/ITB upon its advertisement. The Cone of Silence prohibits the following activities:

Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with



the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publicly noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate:

(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found

to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services; provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the

applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability,



claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred to as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or

services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulates the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION I



SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

The City of Key West is seeking proposals for the rehabilitation, adaptive reuse and (long-term) lease of the historic Mallory Steamship Company Ticket Office building known as The Hospitality House. The Ticket Office building is located within iconic Mallory Square area of the Key West Historic District. The City of Key West is seeking a partner with experience in repurposing historic structures, bringing new life to a unique waterfront setting which was originally developed as an active city port.

The proposed ten (10) year lease offers a unique opportunity to partner with the City of Key West to:

- Encourage compatible forms of economic development, including educational environmental cultural and commercial development and tourism, while maintaining the overall historic character of City of Key West.
- Conserve historical (and natural) resources adjacent to the waterfront while strengthening the link to other similar activities within walking distance of Mallory Square.

The Ticket Office building will be leased as-is. The lessee will be responsible for the cost and implementation of all restoration, repairs and upgrades needed to occupy and operate the building(s) including items such as exterior repairs, additional or enlarged opening, carpentry and painting repairs as well as addressing all life safety, building code issues and ADA compliance requirements.

Respondents to the RFP are hereinafter referred to as "Proposer."

2.2 MINIMUM QUALIFICATION REQUIREMENTS

All Proposers that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

2.2.1 Proven Track Record in Operating Similar Facilities: The Proposer must demonstrate a successful history of operating facilities comparable to the proposed project, including experience in adaptive reuse and managing properties with similar scope and requirements.

2.2.2 Professional Experience in Adaptive Reuse: The Proposer must provide evidence of professional experience in historic preservation projects, including managing

adaptive reuse projects.

2.2.3 Experience in Operating and Maintaining Adaptive Reuse Properties: The Proposer must demonstrate the ability to operate and maintain adaptive reuse real estate projects once completed, including addressing ongoing maintenance needs and ensuring the long-term sustainability of the property.

2.2.4 Adequate Staffing and Proposer Resources: The Proposer must confirm they have sufficient staff and resources to successfully deliver the Hospitality House Redevelopment Project, ensuring effective and timely execution of all aspects of the project.

2.2.5 Background Check: Proposers should note that the City requires a background check for lessees. Any felony conviction within the last seven (7) years is subject to disqualification.

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Proposers must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Proposer awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

2.5 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully



completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed.

Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.6 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Proposer's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposers have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of authority within the City.

The City reserves the right, at its sole discretion, to inspect any or all of the Proposer's facilities to assess their ability to meet the contract requirements. Additionally, factors such as the Proposer's responsibility, responsiveness, financial stability, experience, staffing, equipment, materials, references, and past leasing history with the City or other state and local government agencies in Florida, or comparable private entities, will be considered during the evaluation and award process for the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked Proposer determined by the Selection Committee, or it may re-solicit.

The City reserves the right to reject all proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may, in its discretion, waive any informalities and irregularities contained in a proposal

or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee will evaluate proposals and will select the Proposer/proposal which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The Evaluation Process aims to assess the proposals submitted in response to this Request for Proposal and identify the most advantageous Proposer/proposal, designated as the highest-ranked firm or individual (No. 1). Each proposal will be evaluated by the Selection Committee members following the procedures outlined in this document.

PHASE I — EVALUATION

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each Proposer an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked Proposer to provide the City Commission. Should the number of Proposers exceed three (3), the Selection Committee will provide the City Commission with a ranking of the "shortlisted" firms/individuals.

PHASE II — SELECTION

The Selection Committee will submit their tabulated scores and Proposer's ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions, amend rankings, or reject all proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Proposer deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Attorney. The City of Key West reserves the right to reject proposals from vendors currently involved in litigation with the City or those with a history of prior lawsuits against the City.

EVALUATION CATEGORIES – PHASE I & II

Evaluation Criteria - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

Category		Points
1.	Experience: a. Successful track record of rehabilitating and operating facilities similar to the proposed Project. b. Demonstrated ability to operate and maintain adaptive reuse real estate projects once completed, including addressing on-going maintenance needs. c. Sufficient staff and resources to deliver the Hospitality House Redevelopment Project.	30
2.	Financial Capacity: a. Proven ability of Respondent to possess or attract equity and debt capital for projects similar in scope and cost to the proposed Hospitality House Redevelopment Project as evidenced by: i. Financing comparable projects. ii. Access to sufficient debt and equity for the project proposed. iii. On-going relationships with financial sources.	25
3.	Project Vision and Key Objectives: a. Consistency of proposed vision and objectives. b. Responsiveness to key objectives. c. Fit and synergies of proposed use(s) and improvements with surrounding land uses. d. Overall ability of the project to add to the vitality of the surrounding Mallory Square area	25
4.	Feasibility: a. Evidence of ability of the Proposer to attract necessary public and private investment for the Hospitality House Redevelopment Project proposed. b. Feasibility of the concept to address the needed physical	20

improvement to and retrofit of Hospitality House in the near term.	
d. Cash flow projections that demonstrate the project, once operational, will meet all lease, debt service and operating expenses.	
Total Points	100

2.7 DUE DATE

All proposals are due no later than **March 12, 2026, at 3:00 P.M. LOCAL TIME**. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

2.8 INSURANCE REQUIREMENTS

Successful Proposers shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

Please Note: The certificate shall contain a provision that coverage afforded under the policy will not be cancelled or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At the time of the award, the selected Proposer must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each of the policies mentioned above.



EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may be cause to consider the proposal non-responsive.

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 26-001 – Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on February 27, 2026**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Proposer and may obtain and evaluate additional information, as it deems necessary to ascertain the Proposer's ability to perform under this solicitation. The City shall be the sole judge of a Proposer's ability to perform, and its decision shall be final.

2.12 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

The City reserves the right to disqualify Proposers during any phase of the competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.13 BACKGROUND INFORMATION

The City reserves the right, prior to awarding the contract, to request additional evidence of a Proposer's qualifications as deemed necessary. The City may consider any available information

regarding the Proposer's financial, technical, and other qualifications, including past performance and experience with the City.

2.14 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposer's qualifications.

2.15 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Proposer's proposal.

END OF SECTION 2

A handwritten signature in black ink, consisting of a stylized, cursive letter 'F' or similar character, located in the bottom right corner of the page.

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND/HISTORY OF THE SITE

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

Mallory Square

Mallory Square is the most iconic waterfront public space in Key West, where visitors and locals gather for Sunset Celebration, the evening hours with performers, artists, and food make the square a one-of-a-kind vibrant experience for all. Located in the northwest end of the island, the square is surrounded by significant and outstanding buildings that narrate the history of the mercantile and maritime activities that once drove the island's economy. No other waterfront space on the island still retains as many historic buildings within its adjacent surroundings.

The square as it is conformed today dates to 1881, when three plotted lots were combined to establish a working private port developed by Asa F. Tift. Before the three lots were used to store and sell shipwrecked salvage artifacts. By 1906 the port was sold to the Mallory Steamship Company, presided over by Henry Rogers Mallory, a third-generation shipbuilding and freight transportation entrepreneur. With the construction of the Florida East Coast Railway by Henry Morison Flagler, Key West consolidated its operations as a major port due to its geographical location.

Through the years Key West became an active freight and passenger port that connected New York City, Boston, Galveston, and Philadelphia to Havana, Cuba. In 1932 the Mallory family sold the property to The Clyde Steamship Company. In the next twenty years, the wharf and its buildings were sold to two different companies, the last one being the Gulf Atlantic Transportation Company. On August 30, 1952, the City of Key West purchased the property and on February 16, 1962, the city held a formal dedication of Mallory Square.

The Mallory Steamship Company Ticket Office building

The Tift's Wharf site where the building is located played a major role in Key West's working-waterfront commercial life. Tift and Company provided complete maintenance and outfitting facilities for ships visiting the port. A weekly shipping schedule was maintained and communicated to all the large ports of the East Coast and Gulf, as well as Cuba.

The building was constructed originally on the site of the former office and observation tower of Tift and Company. After the fire of 1886, it was the Southern Express Company's first office at Key West and later served as a ticket office for Mallory Steamship Lines. As shipping companies combined and dissolved, the property and the building changed hands several times through the early twentieth century. In 1961, the building was moved from its original location and the City Commission of Key West leased the structure to the Old Island Restoration Foundation.

While original construction documents have not been found, the structure is an excellent, intact example of local frame construction. Although at a slightly enlarged scale, it is reminiscent of City worker cottages found throughout the Key West Historic District with its distinctive front porch. A one and one-half story structure consisting of a first-floor plan of one large front room and two small rooms in the rear and an attic storage area. The structure is raised from grade on brick piers creating the need for wooden semi-circular stair that gives access to the finished first floor. As part of the post-lease campaign of the Old Island Restoration Foundation, in 1962 a small porch was added to the side of the structure to provide a second entrance. At that time the structure underwent a complete renovation of the exterior including new balustrades on the front porch and the replacement of the broken wood shutters.

3.2 CONSTRAINTS AND GUIDELINES

REHABILITATION GUIDELINES – Ticket Office Building

Rehabilitation is defined in the Secretary of Interior's Standards for the Treatment of Historic Properties as, "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its

historical, cultural, or architectural values. The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character". While changes may be permitted to the building, the minimum requirement for proposals would be to maintain the integrity of the exterior envelope of the building as well as some significant interior elements.

All repairs, alterations and improvements, whether interior or exterior, shall be in accordance with the Secretary of the Interior's Standards for Rehabilitation and the Key West Historic Architectural Guidelines, and will be subject to review by the Key West Historic Architectural Review Commission. The Lessee will be responsible for obtaining all required approvals and permits. Listed below are significant character-defining features that must be retained when considering rehabilitation of the Mallory Steamship Company Ticket Office. This list is not meant to be definitive or comprehensive but rather offer to guidance for the potential Lessee.

- **Exterior Character Defining Features:**

- Form: The basic form of the building, its symmetry and proportion, rectilinear form, raised on piers with gable roof are fundamental to its architectural character and shall not be altered.
- Wood framed roof structure and sheathed with metal shingle roofing having framed one scuttles opening per roof side, wood cornices, boxed eaves, and enclosed gutter.
- Wall construction consisting of horizontal lapped wood siding, on wood framing, that includes a centered double doorway, in-swinging, two-panel glazed wood doors, and transom sash as well as four over four double hung wood sash with both operating and fixed louver wood shutters. All window and door openings have classic pediments and molded trim
- The porch consists of a wood framed deck across the north façade with wood rails balustrades and columns, and a circular wood framed stairs with metal pipe rails
- Foundation consisting of masonry piers with wood lattice infill
- Exterior paint motif consisting of white painted clapboards with dark trim
- Two over two sash windows
- Interior:
 - First floor
 - Vertical beaded board and molded rail siding with wainscot
 - Wood base molding

- Wood window and door casing and trim
 - Ticket counter and decorative expanded metal mesh privacy guard
 - Semi enclosed L- shaped stair
- Setting: Also vital to the building's character is its location, adjacent to the historic Hospitality House.
- Design: This structure is a well-preserved example of a small wood-frame 19th century Key West commercial buildings which derived their forms from local vernacular wood-framed housing found throughout the Historic District.

CONSTRAINTS and GUIDELINES:

1. Proposed project shall be subject to internal City of Key West review and approvals including, but not limited to review by the Historic Architectural Review Commission and City Commission.
2. Proposers must demonstrate financial capability, expertise and relevant experience in redevelopment of historic structures and subsequent management as a profitable business nor self-sustaining non-profit organization.
3. Lease duration of properties within the Mallory Square Development Zone is a maximum of ten (10) years.
4. Proposals shall consider the recommendations of the Mallory Square Master Plan 2024.
5. All proposed work on the structure(s) shall comply with the Secretary of Interior's Standards for Rehabilitation, and the National Park Service Guidelines on Flood Adaptions for Rehabilitating Historic Buildings and FEMA Floodplain Management Bulletin for Historic Structures, and the City of Key West Historic Architectural Guidelines and any applicable City Code regulation.
6. Rehabilitation and redevelopment shall be at no cost to the City of Key West.
7. While all proposals will be evaluated based on the stated criteria and ranking, proposals favoring public use, cultural and environmental stewardship and education and /or the interpretation of the history of Key West are most desirable. The city believes in the merits of the creation of an environmental education hub which would integrate the new programmatic use of the historic Hospitality House with the ongoing programs provided by the adjacent aquarium thus creating new opportunities for hands-on learning about marine life in the Florida Keys.

Other appropriate uses include but are not limited to:



- i. Environmental and Sustainable education
- ii. Expanded hours of operation conducive to the revitalization of the Square
- iii. Interpretation of History, Arts and Culture
- iv. Technology
- v. Indoor /Outdoor activities
- vi. Recreation and Entertainment
- vii. Exhibition and performance

Proposed responses must align with the intent of the Historic Public and Semipublic Services (HPS) Zoning District and comply with all applicable permitted, conditional, and prohibited uses as set forth in the City of Key West Code of Ordinances Section 122-956 through 122-959.

3.3 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

The City requires Proposer's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

PLEASE ADDRESS THE FOLLOWING IN YOUR PROPOSAL SUBMISSION:

1. Describe the use of the space and how the space will be designed to accommodate that use.
2. Describe how the building(s) will be managed including operations, maintenance and financial management and marketing
3. Describe how the Offeror will ensure well managed programming and uses of the building compatible with the long-term vision and programmed events of Mallory Square and the City of Key West.
4. Describe your specific qualifications that include financial management capabilities, a successful development track record and viable business plan for the building.
 - a. Provide examples of similar projects in scope and scale and a description of your involvement through the development and management phases.

Tab 1. Cover Letter

Provide a letter of introduction with a brief description of your firm, indicating the location of primary office for the performance of the study, the type of firm, areas of specialization, project lead, and any staff members who would participate in the analysis, meetings and report.

- Include a company name, a contact name and title, contact information, website address, and any sub-contractors who would be used.
- The name, title, telephone number and email address of the individual within your firm who will be City of Key West primary contact concerning this Request for Proposals.
- The primary contacts name, title, telephone number and email address for each subconsultant who will perform work under this contract.
- A statement to the effect that your firm is willing to perform all services identified and will abide by the terms of the Request for Proposals, including all attachments.

Tab 2. Conceptual Plan/Design

A statement of the physical project concept is required to include:

- A site plan illustrating the extent of proposed development, access points, site circulation, general configuration of uses, etc.
- Floor plans illustrating internal building program.
- Development program in table format indicating the type of use, square footage of use.
- Occupancy capacity calculations.
- Renderings, sketch-up models and elevations illustrating all 360-degree interior and exterior views.
- An itemized description of all modifications to the structure, specifically any modification to historic fabric and the reason stated modifications are required.

Tab 3. Development Team Information

Organization Form, Team Members, Personnel:

- Provide a complete identification of the developer and all associated team members (participating firms), the specific legal entity description and the jurisdictions under which the developer is organized, the principal representatives of each participating firm, evidence of management continuity within each major participating firm, and identification of the individual(s) authorized to negotiate and bind the developer are required.
- The development team information must include adequate information to permit a preliminary assessment of the Proposer's current organizational strength and capacity to



successfully undertake the project for each member of the development team;

Relevant Experience:

- Proposals shall describe the relevant experience of each participating firm in the planning, redevelopment, historic rehabilitation, financing and management of similar projects. Include evidence that the developer is financially solvent / stable and has a track record of securing financing of a similar magnitude and complexity.
- Proposals shall also include a minimum of three (3) references who may be contacted regarding each participating firm's role and performance in connection with similar projects, along with the express written permission to contact these references. References shall include name, affiliation, address and telephone number.

Tab 4. Management Team

Describe the proposed management team that will be responsible for managing day-to-day activities of Hospitality House once redeveloped. List all principals, firm background, and experience and provide examples of comparable projects that have been undertaken. Proposer's should include current resumes for all members of the management team.

Tab 5. Project Management Plan

A description of the project management plan addressing the issues set forth below is required. - Technical services to be provided by the developer and each member of the development team; - Organization of the development team, responsibilities for project management, specific experience of each team member.

Tab 6. Development Costs

An estimate of total costs for redevelopment shall be submitted in sufficient detail to permit evaluation. Development costs shall identify major line items, including but not limited to:

- Architectural, engineering, interior design and other third-party soft costs.
- Project overhead and management.
- Total rehabilitation costs broken down into:
 - Initial rehabilitation costs
 - Interior build out costs by tenant/use
- Financing fees and construction loan costs, as applicable; -
- Development fees.

A successful proposal will also include, as available, a qualification and letter of commitment from bondable general contractor(s) for all construction or rehabilitation that is to be completed.



Tab 7. Financial Plan

Provide an in-depth Financial Plan detailing the sources of capital, terms, and describing the financial resources of the development team and financial capacity to complete the project. The Financial Plan must outline the prospective financing and contain:

- a. Sources and Uses section. These shall include but not be limited to equity investment, senior term debt, subordinated debt, tax credits, and grant funds from Federal, State, local, or private sources.
- b. The Financial Plan must identify the specific investment to be made by the developer, as well as any credit enhancements or additional security.
- c. The Financial Plan must also present a budget for the ongoing maintenance and management of the rehabilitated Hospitality House.
- d. The submission should include proposed terms and conditions of a sale and ground lease. For the ground lease, include minimum annual rents, any contingent rent, and any requested special consideration or conditions. Discuss, at a general level, Respondent's proposed ground lease terms for the project envisioned.
- e. At a conceptual level, propose a financial structure for the rehabilitation and adaptive reuse of former Hospitality House.
- f. Provide an overall (total) development budget, including all hard and soft costs from preconstruction through occupancy. Explain the basis for the cost estimates.
- g. The submission should include a disclosure of competitive projects that the developer is involved in, as well as any previous or ongoing bankruptcy or litigation. Proposers should provide a list of banking references for previous projects that are similar in nature.

Tab 8. Schedule of Accomplishments

A schedule delineating the pre-design, design, design review, historic approvals, rehabilitation and interior build out, operation, and management phases of the development is required. Included in this schedule should be a delineation of any public participation that will be used by the developer to solicit input.

Tab 9. Special Conditions

All special conditions that the investor/developer may offer or request from the City of Key West are required to be listed. The investor/developer will need to elaborate on costs, terms, payment amounts, conditions, timing and such other pertinent factors, if selected for further negotiations.

Tab 10. City Forms

Proposers shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

Forms:

- Anti-Kickback Affidavit
- Public Entity Crimes Form
- City of Key West Indemnification Form
- Equal Benefits for Domestic Partners Affidavit
- Cone of Silence Affidavit
- Non-Collusion Affidavit
- Local Vendor Certification
- City of Key West E-Verify Affidavit
- Noncoercive Conduct Affidavit
- Scrutinized Companies Certification

**For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked Proposer and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.*

3.4 ASSIGNMENT

The awarded Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

3.5 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Proposer, and Awarded Proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

END OF SECTION 3

SECTION 4

AFFIDAVITS AND CERTIFICATIONS

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence Affidavit
6. Non-Collusion Affidavit
7. Local Vendor Certification
8. City of Key West E-Verify Affidavit
9. Noncoercive Conduct Affidavit
10. Scrutinized Companies Certification

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

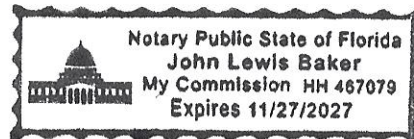
By: _____

Joseph W/a/S/H

Sworn and subscribed before me this 5th day of MARCH 20 26.

JOHN LEWIS BAKER

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 11/27/27

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

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

1. This sworn statement is submitted with Bid or Proposal for RFP 26-001
Re-Bid Historic Bldg Rehabilitation Lease and Adaptive USE Hospitality House
2. This sworn statement is submitted by Hayes Robertson Group Inc.
(name of entity submitting sworn statement)
whose business address is 310 Duval Street Key West Fl. 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
65-1043670

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)
3. My name is Joseph Walsin
(please print name of individual signing)

and my relationship to the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to

charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

☐ The person or affiliate was placed on the convicted vendor list. There has been

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

X The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
(No Action Ever)

[Signature]
(signature)

MARCH 5, 2026
(date)

STATE OF Florida

COUNTY OF Monroe

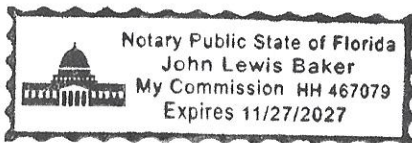
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Joseph W. Hall who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 5th day of MARCH, 20 26

My commission expires: 11/27/27

[Signature]
JOHN LEWIS BAKER
NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Proposer expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Proposer's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Proposer under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Proposer or of any third party to whom Proposer may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Proposer: Hayss Robertson Group Inc SEAL:
Address


Signature

Joseph Walsh
Print Name

President
Title

DATE:

MARCH 5, 2021

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

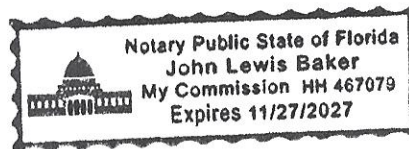
I, the undersigned hereby duly sworn, depose and say that the firm of _____

Hayes Robertson Group Inc.
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this 5th day of MARCH 20 26.

John Lewis Baker
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 11/27/27

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

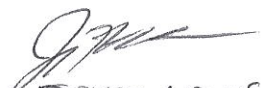
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Hays Robertson Group Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: 
Joseph Walsh

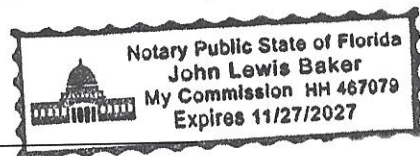
Sworn and subscribed before me this

5th day of MARCH 20 26.


JOHN LEWIS BAKER

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 11/27/27



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

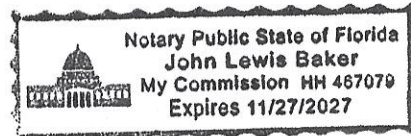
Sworn and subscribed before me this

5th day of MARCH, 20 .

John Lewis Baker

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/27/27



LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Hayes Robertson Group Inc. Phone: 305-731-9972

Current Local Address: 310 Duval Street Key West FL Fax:
(P.O Box numbers may not be used to establish status)

Length of time at this address

25 years (October 2000)
Signature of Authorized Representative

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2026.

By JOSEPH WALSH, of Hayes Robertson Group Inc.

(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced PERSONALLY known as identification

(type of identification)

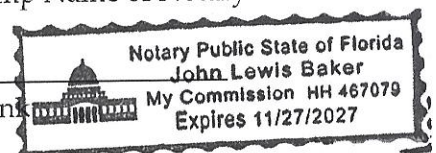
[Signature]
Signature of Notary

JOHN LEWIS BAKER

Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Title or Rank



THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

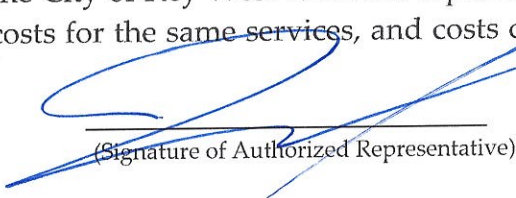
In accordance with Florida Statute § 448.095, it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

MARCH 5, 2021
Date


(Signature of Authorized Representative)

State of Florida
County of Monroe

Personally Appeared Before Me, the undersigned authority, Joseph W. Walsh who, ☒ being personally know or ☐ having produced his/her signature in the space provided above on this 5th day of MARCH, 20 21.

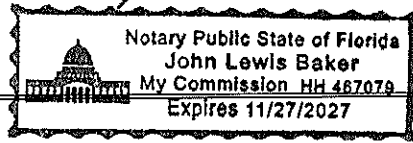
Signature, Notary Public



Commission Expires

11/27/27

Stamp/Seal:



AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES

Entity/Vendor Name: Hayes Robertson Group Inc.
Vendor FEIN: 65-1043670
Vendor's Authorized Representative: Joseph Walsit president
(Name and Title)
Address: 310 Duval Street
City: Key West State: Florida Zip: 33040
Phone Number: 305-731-9972
Email Address: Joe@TropicalSoup.com

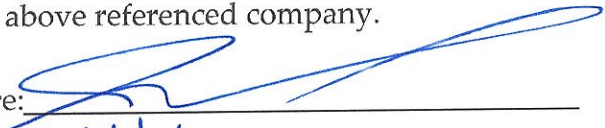
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Joseph Walsit, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 
Print Name: Joseph Walsit
Title: president

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Hayes Robertson Group Inc.

Vendor FEIN: 65-1043670

Vendor's Authorized Representative Name and Title: Joseph Walsit President

Address: 310 Duval Street

City: Key West State: Florida Zip: 33040

Phone Number: 305-731-9972

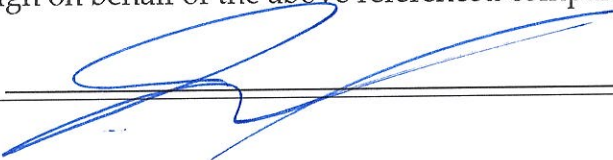
Email Address: Joe@TropicalSoup.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Joseph Walsit President
Print Name Print Title

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

END OF SECTION 4

A handwritten signature in black ink, consisting of a stylized, cursive letter 'P' followed by a horizontal line extending to the right.

EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.



- 1.07 The Contractor authorizes the City and/or its insurance consultants to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.



- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 The Contractor shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and

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endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form.

Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
--	---

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
--	--



If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

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EXHIBIT "B"
SITE PHOTOS



[Handwritten signature]



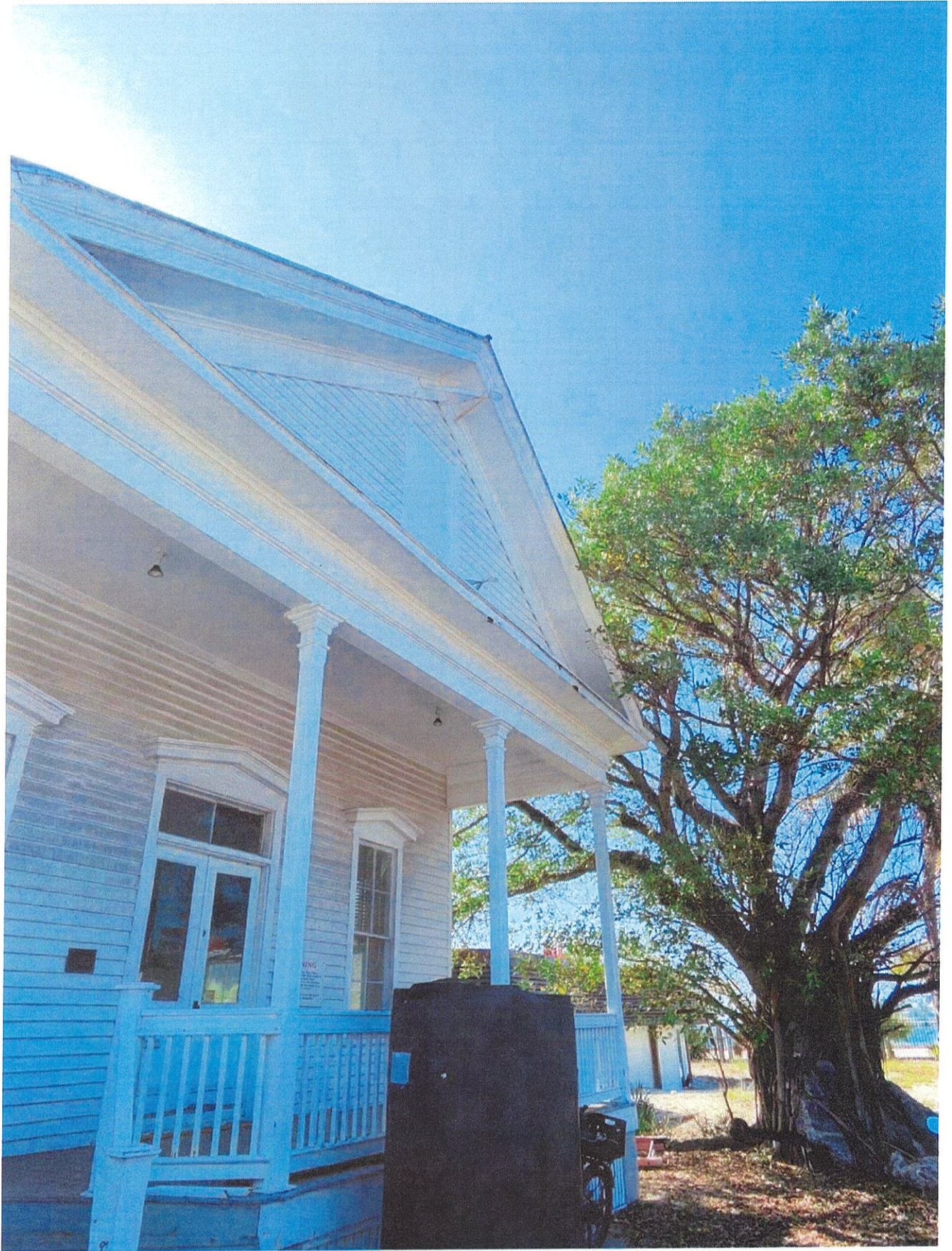
4



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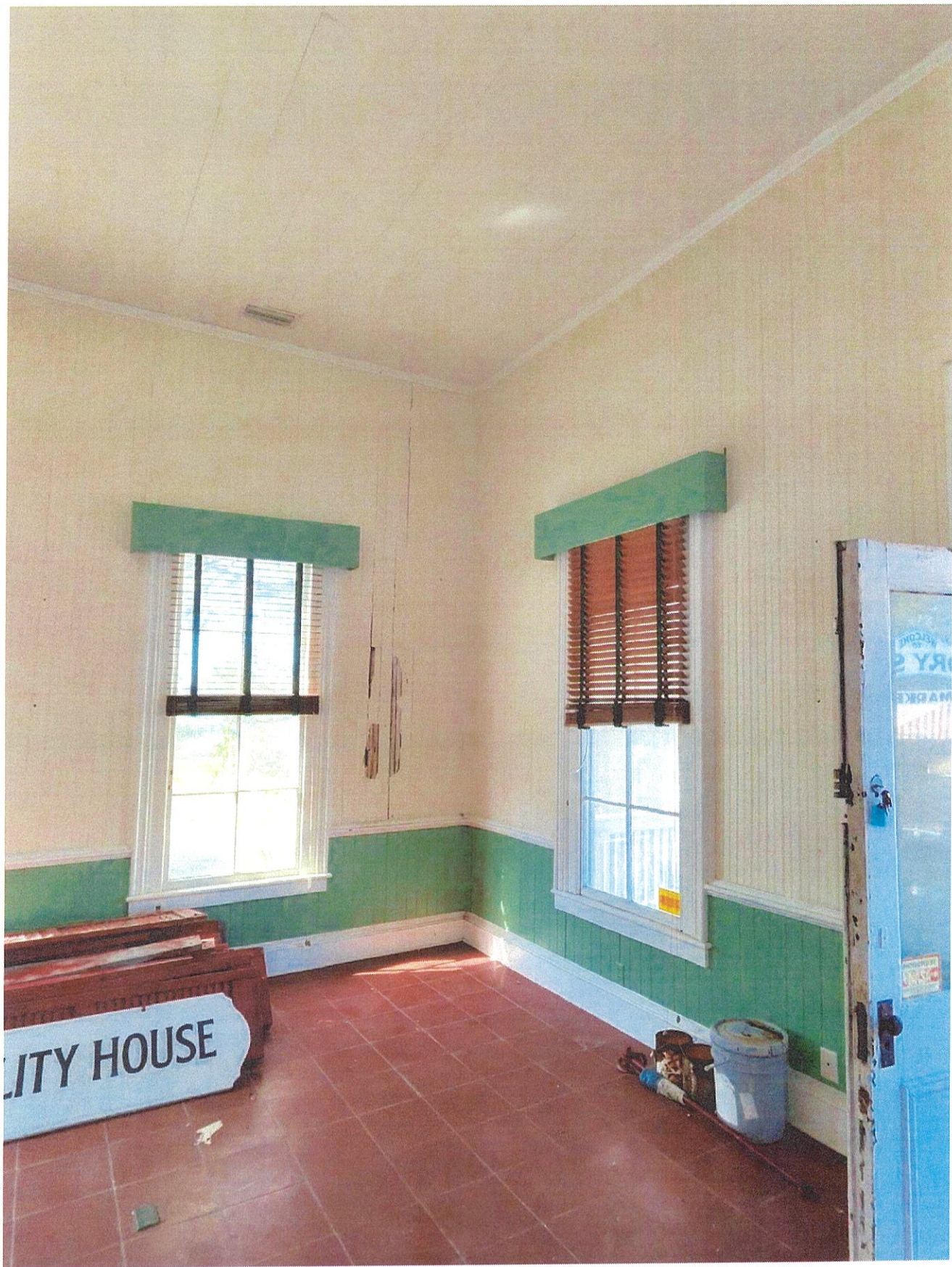
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2



9



[Handwritten signature]



[Handwritten signature]



[Handwritten signature]



[Handwritten signature]



J



[Handwritten signature]



Hospitality Gates



Hospitality House



mallery square market MAY 2025





Centennial Fountain West Palm Beach
Close-up Centennial Fountain West Palm Beach





9



ADDENDUM NO. 1

Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House RFP 26-001

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the following items:

1. Clarification: [No Changes]

2. Changes to Submission Requirements: [No Changes]

3. Updates to Project Timeline:

- 1) A mandatory site visit for this project is scheduled for February 25, 2026, at 11:00 A.M. (Local Time). The meeting location is 10 Mallory Square, Key West, Florida 33040, as identified via Google Maps.

4. Responses to Questions: [No Changes]

5. Additional Resources: [No Changes]

Signature

Joseph Walsch

Hayes Robertson Group Inc.

Name of Business



ADDENDUM NO. 2

Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House RFP 26-001

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the following items:

- 1. Clarification:** [No Changes]
- 2. Changes to Submission Requirements:** [No Changes]
- 3. Updates to Project Timeline:** [No Changes]
- 4. Responses to Questions:**

- 1) It appears that there is an inconsistency in the instructions.**

Please clarify if the proposers may submit plans, elevations and site plans on larger paper than 8 1/2 x 11". Architectural plans (usually 24x36) reduced to this smaller size are often difficult to read. This concern was previously expressed by one of the reviewers in analyzing submittals last year.

- 1. Answer:** Proposers may submit plans, elevations, and site plans on larger-format paper. However, a minimum of four (4) copies of each plan set must be provided. This requirement ensures that each member of the Selection Committee has an individual copy for review, which will facilitate an efficient and timely evaluation process.

- 5. Additional Resources:** [No Changes]

Signature

Joseph Walsh

Hayes Robertson Group Inc.
Name of Business

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name: Fogarty's Restaurant Bar And Bakery
Location Address: 227 Duval St., Key West, FL 33040
License NBR/Class: 13724 BTR LICENSES AND PERMITS

Expiration Date: 09/30/2026

BTR - Restaurant With 120 Or More Seats

Comments: AUTHORIZED FOR 225 SEATS
Restrictions: DBPR #SEA5402595 (10/1/26)

This document must be prominently displayed.

Fogarty's Restaurant Bar And Bakery
PO BOX 4147 KEY WEST FL 33041

HAYES ROBERTSON GROUP INC
PO BOX 4147 KEY WEST FL 33041

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name:

Location Address:

License NBR/Class:

Caroline's Cafe

310 Duval St, Key West, FL 33040

12599 BTR LICENSES AND PERMITS

Expiration Date: 09/30/2026

BTR - Restaurant With 120 Or More Seats

Comments:

Restrictions:

208 SEATS @ 310 DUVAL / 47 SEATS @ 429 CAROLINE
DBPR #SEA3401740 (10/1/26)

This document must be prominently displayed.

Caroline's Cafe

PO BOX 4147 KEY WEST FL 33041

HAYES ROBERTSON GROUP INC
PO BOX 4147 KEY WEST FL 33041

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

Business Name:

Location Address:

License NBR/Class:

Comments:

Restrictions:

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Caroline's Cafe / Dba Key West Catering

310 Duval St, Key West, FL 33040

LIC 2022-001686 BTR LICENSES AND PERMITS

Expiration Date: 09/30/2026

BTR - Catering Or Restaurant With 0 Seats

CATERING SERVICES

DBPR #SEA3401740 (10/1/26)

This document must be prominently displayed.

Caroline's Cafe / Dba Key West Catering
PO BOX 4147 KEY WEST FL 33041

HAYES ROBERTSON GROUP INC
PO BOX 4147 KEY WEST FL 33041



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 5COP TYPE: SFS
CONSUMPTION ON PREMISES ONLY

HAYES ROBERTSON GROUP INC

FOGARTY'S RESTAURANT BAR AND BAKERY
227 DUVAL STREET
KEY WEST FL 33040

LICENSE NUMBER: BEV5402617

EXPIRATION DATE: MARCH 31, 2027

Always verify licenses online at MyFloridaLicense.com



ISSUED: 02/20/2026

Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 5COP TYPE: SFS
CONSUMPTION ON PREMISES ONLY

HAYES ROBERTSON GROUP INC

CAROLINES CAFE
310 DUVAL STREET
KEY WEST FL 33040

LICENSE NUMBER: BEV5403484

EXPIRATION DATE: MARCH 31, 2027

Always verify licenses online at MyFloridaLicense.com



ISSUED: 02/20/2026

Do not alter this document in any form.

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

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000092008

Entity Name: HAYES ROBERTSON GROUP, INC.

Current Principal Place of Business:

310 DUVAL ST.
KEY WEST, FL 33040

Current Mailing Address:

PO BOX 4170
KEY WEST, FL 33041 US

FEI Number: 65-1043670

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WALSH, JOSEPH
7 CYPRESS TERRACE
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOSEPH WALSH

02/02/2026

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PSD
Name WALSH, JOSEPH H
Address 7 CYPRESS TERRACE
City-State-Zip: KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSEPH WALSH

PRESIDENT

02/02/2026

Electronic Signature of Signing Officer/Director Detail

Date

2001 UNIFORM BUSINESS REPORT (UBR)

FILED
Jun 08, 2001 8:00 am
Secretary of State

06-08-2001 90008 040 ***150.00

DOCUMENT # 000000092000

1. Entity Name

HAYES-ROBERTSON GROUP, INC

Principal Place of Business

Mailing Address

310 DUVAL STREET
KEY WEST FL
33040

PO BOX 4147
KEY WEST FL
33041

2. Principal Place of Business

310 DUVAL ST.

3. Mailing Address

PO BOX 4147

Suite, Apt. #, etc.

Suite, Apt. #, etc.

City & State

KEY WEST FL

City & State

KEY WEST FL

Zip

33040

Country

USA

Zip

33041

Country

USA

4. FEI Number

65-1043670

Applied For

☒ Not Applicable

5. Certificate of Status Desired ☐

\$8.75 Additional Fee Required

6. Name and Address of Current Registered Agent

7. Name and Address of New Registered Agent

Name

C.W. DeMent

Street Address (P.O. Box Number is Not Acceptable)

730 United Street

City

Key West

FL

Zip Code

33040

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE C.W. DeMent

C.W. DeMent VP

6-4-01

(Signature, typed or printed name of registered agent and title if applicable)

(NOTE: Registered Agent signature required when reinstating)

DATE

9. This corporation is eligible to satisfy its Intangible Tax filing requirement and elects to do so ☐ (See criteria on back)

FILE NOW!

After MAY 1, 2001

Make Check Payable

FEE IS \$150.00

(Fee will be \$550.00)

to Department of State.

10. Election Campaign Financing Trust Fund Contribution. ☐

\$5.00 May Be Added to Fees

11. OFFICERS AND DIRECTORS

TITLE	☐ Delete
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
TITLE	☐ Delete
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
TITLE	☐ Delete
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
TITLE	☐ Delete
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
TITLE	☐ Delete
NAME	
STREET ADDRESS	
CITY-ST-ZIP	

12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

TITLE	☐ Change ☐ Addition
NAME	<u>P Joseph H. Walsh</u>
STREET ADDRESS	<u>730 United Street</u>
CITY-ST-ZIP	<u>Key West FL 33040</u>
TITLE	☐ Change ☐ Addition
NAME	<u>VP C.W. DeMent</u>
STREET ADDRESS	<u>730 United St.</u>
CITY-ST-ZIP	<u>Key West FL 33040</u>
TITLE	☐ Change ☐ Addition
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
TITLE	☐ Change ☐ Addition
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
TITLE	☐ Change ☐ Addition
NAME	
STREET ADDRESS	
CITY-ST-ZIP	

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report or required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or Block 12 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: C.W. DeMent

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR

C.W. DeMent

DIRECTOR

Date

Daytime Phone #

6-4-01 (305) 294-7511

CR2E034 (11/00)

**2019 / 2020
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2020**

Business Name: PLANT A MILLION CORALS FOUNDATION INC
Owner Name: DAVID AND DONNA VAUGHAN
Mailing Address: 24215 CARIBBEAN DR W
SUMMERLAND KEY, FL 33042

RECEIPT# 47161-128269
Business Location: 23801 OVERSEAS HWY
SUMMERLAND KEY, FL 33042
Business Phone:
Business Type: MISCELLANEOUS SERVICE (FUNDRAISER FOR CORAL REEFS, EDUCATION)

Employees 3

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Paid 107-19-00004596 07/28/2020 0.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2020**

Business Name: PLANT A MILLION CORALS FOUNDATION INC
Owner Name: DAVID AND DONNA VAUGHAN
Mailing Address: 24215 CARIBBEAN DR W
SUMMERLAND KEY, FL 33042

RECEIPT# 47161-128269
Business Location: 23801 OVERSEAS HWY
SUMMERLAND KEY, FL 33042
Business Phone:
Business Type: MISCELLANEOUS SERVICE (FUNDRAISER FOR CORAL REEFS, EDUCATION)

Employees 3

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Paid 107-19-00004596 07/28/2020 0.00

2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026

Business Name: PLANT A MILLION CORALS FOUNDATION
INC
Owner Name: DAVID AND DONNA VAUGHAN
Mailing Address: 24215 CARIBBEAN DR W
SUMMERLAND KEY, FL 33042
RECEIPT# 47161-128269
Business Location: 23801 OVERSEAS HWY
SUMMERLAND KEY, FL 33042
Business Phone:
Business Type: MISCELLANEOUS SERVICE (FUNDRAISER FOR
CORAL REEFS, EDUCATION)

Employees 3

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Paid WRB-25-00044515 02/23/2026 0.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2026

Business Name: PLANT A MILLION CORALS FOUNDATION
INC
Owner Name: DAVID AND DONNA VAUGHAN
Mailing Address: 24215 CARIBBEAN DR W
SUMMERLAND KEY, FL 33042
RECEIPT# 47161-128269
Business Location: 23801 OVERSEAS HWY
SUMMERLAND KEY, FL 33042
Business Phone:
Business Type: MISCELLANEOUS SERVICE (FUNDRAISER FOR
CORAL REEFS, EDUCATION)

Employees 3

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Paid WRB-25-00044515 02/23/2026 0.00

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N18000011863

Entity Name: PLANT A MILLION CORALS FOUNDATION INC

Current Principal Place of Business:

24215 CARIBBEAN DR. W
SUMMERLAND KEY, FL 33042

Current Mailing Address:

24215 CARIBBEAN DR. W
SUMMERLAND KEY, FL 33042 US

FILED
Feb 12, 2026
Secretary of State
9209806805CC

FEI Number: 83-2506181

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

VAUGHAN, DONNA M
24215 CARIBBEAN DR. W
SUMMERLAND KEY, FL 33042 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name VAUGHAN, DONNA M
Address 24215 CARIBBEAN DR. W
City-State-Zip: SUMMERLAND KEY FL 33042

Title S
Name VAUGHAN, DEE D
Address 27973 SNAPPER LN
City-State-Zip: LITTLE TORCH KEY FL 33042

Title DIRECTOR
Name POMPONI, SHIRLEY
Address 5710 PAPAYA DR.
City-State-Zip: FORT PIERCE FL 34982

Title DIRECTOR
Name ROBERTSON, BILL
Address 530 OCEAN DR.
701
City-State-Zip: JUNO BEASCH FL 33408

Title D
Name HERSHBERG, MARK
Address 405 E. 56TH ST. 11B
City-State-Zip: NEW YORK NY 10022

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DONNA M. VAUGHAN

VP

02/12/2026

Electronic Signature of Signing Officer/Director Detail

Date

**2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026**

RECEIPT# 39140-128341

Business Name: SUMMERLAND FARMS

Owner Name: SHRIMP FARM HOUSING LLC, JOSEPH
Mailing Address: WALSH
PO BOX 4147
KEY WEST, FL 33041

Business Location: 23801 OVERSEAS HWY
SUMMERLAND KEY, FL 33042
Business Phone: 305-293-1895
Business Type: MANUFACTURING (BEE FARM)

Employees 2

STATE LICENSE: CERT OF APIARY 48025161

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 120-24-00006160 07/31/2025 30.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 39140-128341

Business Name: SUMMERLAND FARMS

Owner Name: SHRIMP FARM HOUSING LLC, JOSEPH
Mailing Address: WALSH
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Business Type: MANUFACTURING (BEE FARM)

Employees 2

STATE LICENSE: CERT OF APIARY 48025161

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	30.00	0.00	0.00	0.00	30.00

Paid 120-24-00006160 07/31/2025 30.00



Florida Department of Agriculture and Consumer Services
Division of Aquaculture

WILTON SIMPSON
COMMISSIONER

**AQUACULTURE BEST MANAGEMENT PRACTICES
ON-SITE COMPLIANCE REPORT**
Section 597.004, F.S.

AQ Number: AQ0354065

Site Visit Date: 5/20/2025

Lead Inspector: Tyler Kennell

Certificate Holders(s): Plant A Million Corals Foundation, Inc.

Address: 24215 Caribbean Drive

City: Summerland Key

State: Florida

Zip Code: 33042

Facility Location: 23801 Overseas Highway, Summerland Key, Florida 33042

Phone: (772) 216-1482

E-Mail: DrdavidEVAughan@gmail.com

Comment:

Thank you for your time. Your next site inspection will be in about 6 months. Our Best Management Practices manual is available online at <https://www.fdacs.gov/Divisions-Offices/Aquaculture> or you may contact me for a hard copy. Please contact the Division if you plan to expand or alter your facility. If you have any questions or concerns, please contact me at the Bartow Field office. ~ Tyler Kennell

On this date the Division of Aquaculture completed an inspection of your facility to determine the extent of compliance with the requirements of the Aquaculture Certification Program's Best Management Practices (BMPs). Following review of your facility and/or required records, it has been determined that you are currently meeting all the minimum requirements of the Florida Aquaculture Best Management Practices at this facility.

If you have any questions or need additional assistance, please contact the Division of Aquaculture: Tallahassee, 850-617-7600, or Bartow, 863-578-1870.

6/6/2025

Signature

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Scaling Up Restoration at Plant a Million Corals Foundation	F2401
2. Parties	
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name: Plant a Million Corals Foundation Inc.	Entity Type: Non Profit Organization
Grantee Address: 24215 Caribbean Drive West	FEID: 83-2506181
(Grantee)	
3. Agreement Begin Date: Upon Execution or 6/30/2027	Date of Expiration: 6/30/2027
4. Project Number: N/A (If different from Agreement Number)	Project Location(s): 24.663618, -81.462029
Project Description: The project will expand the existing land-based coral nursery infrastructure	

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$385,000.00	☒ State ☐ Federal	FY 24-25 GAA Line Item #1851	\$ 385000
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 93000
Total Amount of Funding + Grantee Match, if any:			\$ 478000

6. Department's Grant Manager Name: Brooke Robinson or successor	Grantee's Grant Manager Name: Dee Dee Vaughn or successor
Address: Coral Protection and Restoration Program 8000 North Ocean Dr. Dania Beach, Florida 33004	Address: Plant a Million Corals Foundation 24215 Caribbean Drive West Summerland Key, Florida 33042
Phone: 786-798-4517	Phone: 772-216-0391
Email: Brooke.Robinson@FloridaDEP.gov	Email: deedee@plantamillioncorals.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

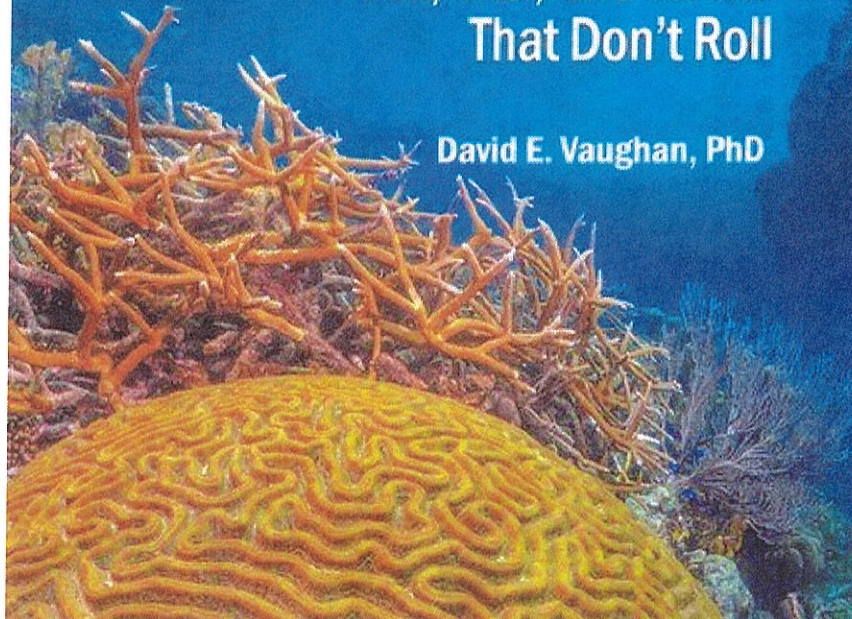
☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fda.gov , in accordance with section 215.993, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☒ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

*"An amazing journey
through their hidden world!"*
Philippe Cousteau, Jr.

THE SECRET LIFE OF CORALS

Sex, War, and Rocks
That Don't Roll

David E. Vaughan, PhD



Electronic Articles of Organization
For
Florida Limited Liability Company

L11000040225
FILED 8:00 AM
April 04, 2011
Sec. Of State
jbryan

Article I

The name of the Limited Liability Company is:

WATERFRONT BREWERY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

429 CAROLINE STREET
#2
KEY WEST, FL. US 33040

The mailing address of the Limited Liability Company is:

915 SOUTHARD STREET
#2
KEY WEST, FL. US 33040

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

CHRISTOPHER SHULTZ
429 CAROLINE STREET
#2
KEY WEST, FL. 33040

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHRISTOPHER SHULTZ

Article V

The name and address of managing members/managers are:

Title: MGRM
J. TODD MANUEL
915 SOUTHARD ST., #2
KEY WEST, FL. 33040 US

Title: MGRM
CHRISTOPHER SHULTZ
1025 ROBERTS LANE
KEY WEST, FL. 33040 US

L11000040225
FILED 8:00 AM
April 04, 2011
Sec. Of State
jbryan

Article VI

The effective date for this Limited Liability Company shall be:

04/04/2011

Signature of member or an authorized representative of a member

Electronic Signature: JAMES A. BYRNE

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



EXECUTIVE SUMMARY

To: Jim Scholl, City Manager
Through: Donald Leland Craig, AICP, Planning Director
From: Nicole Malo, Planner II
Date: July 17, 2012
RE: **Major Development Plan - 201 William Street (RE# 00072082-004200)** A Major Development Plan for the addition of outdoor commercial activity for a new restaurant in the HRCC-2 zoning district per Section 108-91A(2)c. of the Land Development Regulations of the Code of Ordinances of the City of Key West.

ACTION STATEMENT:

Request: To redevelop a portion of the City owned Key West Bight District property known as the Waterfront Market warehouse building and associated outdoor café area, loading docks, parking and landscaping, to be used as a restaurant with a brewery, events space and retail area, which are allowed uses in the HRCC-2 zoning district. Warehousing and distribution is an existing use on the site, previously associated with the market that may be continued as accessory to the principal use.

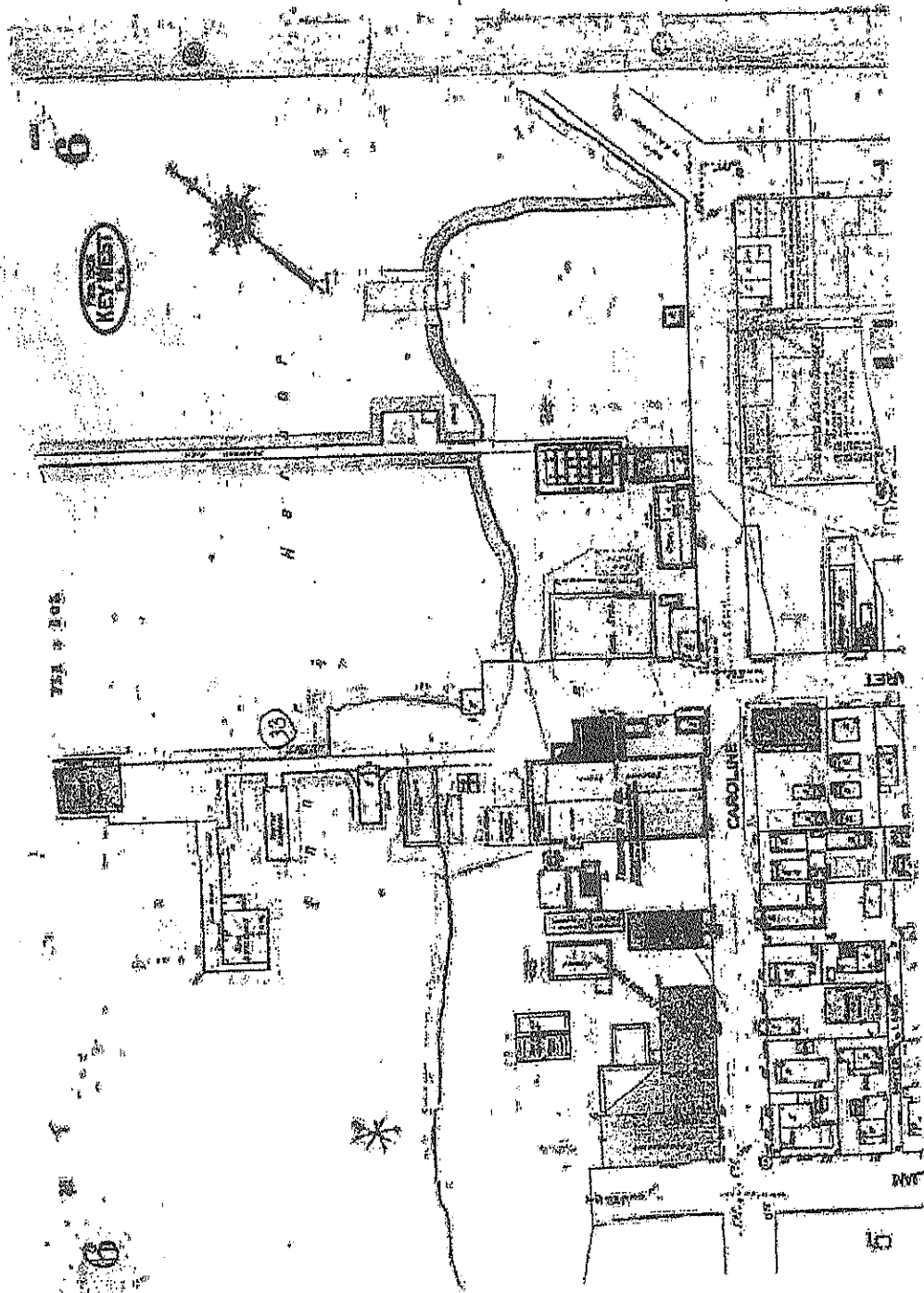
Location: 201 William Street, RE# 00072082-004200

Zoning: Historic Residential Commercial Core – Key West Bight District (HRCC-2)

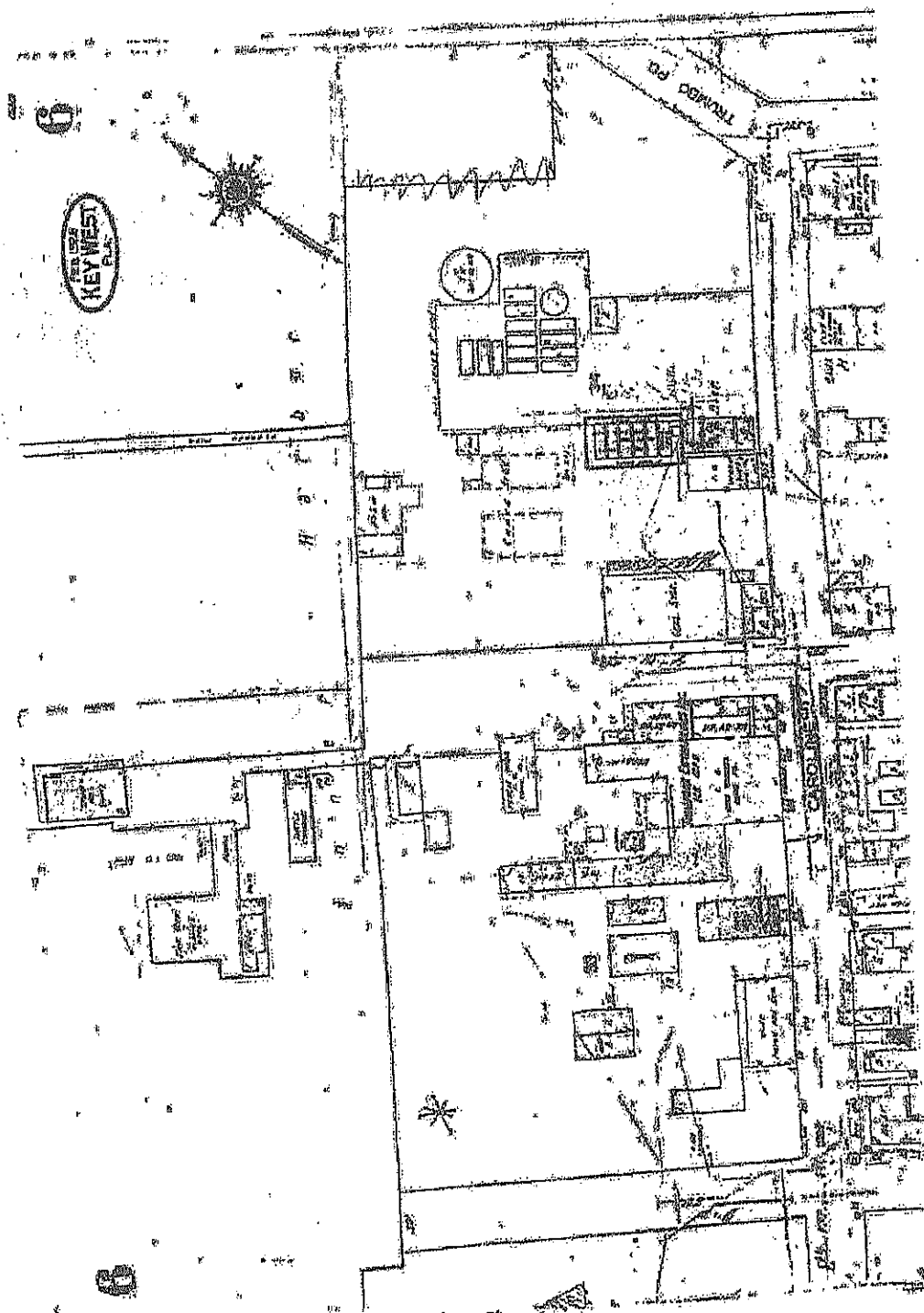
Previous City Actions:

Development Review Committee Meeting:	December 16, 2011
HARC Meetings:	January 25, 2012
	December 14, 2011
	#H12-01-49
	#H12-01-50
Tree Commission Meetings:	February 28, 2012
	April 12, 2012
Planning Board Meetings:	May 31, 2012 - Resolution 2012-25
	May 17, 2012 – No quorum
	April 19, 2012 – Postponed by Board
	March 15, 2012 – Postponed by applicant
City Commission Meeting:	July 17, 2012

Sanborn Maps



#201 William Street Waterfront market Sanborn map 1948 Copy



#201 William Street Waterfront Market Sanborn map 1962

Date: March 10, 2026

- LEGAL AD PROOF -

Thank you for advertising with us! This is the proof of your ad scheduled to run on
 the dates indicated below. If changes are needed, please contact
Melinda Prescott by emailing legals@keysnews.com
or calling 941-206-1025.

CUSTOMER INFORMATION

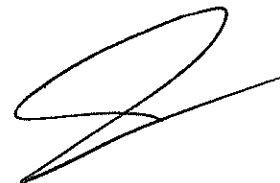
Account #: 419853
 Company Name: CITY OF KEY WEST FINANCE DEPT
 Address: PO BOX 1409
 KEY WEST FL 33041-1409
 Telephone: (305) 809-3807
 Email: kobrien@cityofkeywest-fl.gov

AD INFORMATION

Ad ID: 3985084
 Run Dates: 03/12/26 to 03/12/26
 # of Inserts: 2
 # of Lines: 21
 Ad Class: 26
 Account Rep: KW - Legals - Key West
 Email: legals@keysnews.com
 Total Cost: \$50.33
 Ordered By:
 Description: CRB Mtg 1.26

Publications	Start Date	End Date	# of Insertions
Key West Citizen	03/12/26	03/12/26	1
KeysNews.com	03/12/26	03/12/26	1

NOTICE OF MEETING
 The Selection Committee for RFP #26-001 Re-Bid Historic Building Rehabilitation Lease and Adaptive Use Hospitality House for City of Key West will meet for scoring and ranking of proposals at 3:00 P.M. on March 16, 2026, City Manager's Conference Room 1300 White St Key West, FL 33040. It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 1-800-955-8771 or the ADA Coordinator at 305-809-3811, at least three business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.
 Publish March 12, 2026 KWC
 City of Key West Purchasing Dept.
 419853 3985084



1. *General Engineering Services*

Government & Institutional Experience

Key West City Hall

Key West Fire Station No. 2

Gerald Adams Elementary School

Plantation Key School

Stanley Switlik School

Marathon High Athletic Complex

Horace O' Bryant School

FKCC Marine Technology Building

Bernstein Park

Stock Island Fire Station

Big Pine Key Fire Station

Key Largo Fire Station

Monroe County Public Works Facility

Monroe County Courthouse, Marathon

Higgs Beach Master Plan

Monroe County Schools Transportation Facility

Monroe County Mosquito Control District Office Building

Marathon Fire Station

Village Islamorada Fire Station

Conch Key Fire Station

Truman Waterfront Redevelopment

NAVFAC Key West

1. *General Engineering Services*

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Conch Key Fire Station

Truman Waterfront Redevelopment

NAVFAC Key West

TS Neal Architects- Recent project with Historic preservation, or park and recreation components

The Basilica of St. Mary Star of the Sea



Proposed Interior Renovation of The Basilica of St. Mary Star of the Sea

This liturgical design presentation showcases a comprehensive vision for renewing the Basilica of St. Mary Star of the Sea in Key West, harmonizing historic Victorian and Renaissance architecture with elevated artistic detail. Drawing on rich Marian symbolism, intricate sanctuary ornamentation, refined fitments, and thoughtfully coordinated colors and materials, the concept seeks to create a worship environment that reflects beauty, reverence, and the heavenly character of the sacred liturgy.

825 Duval Street



EXCELLENCE IN DESIGN: SOUTH FLORIDA



Designing Island Dreams

T.S. Neal Architect, Inc. designs coastal retreats with creativity, quality, and craftsmanship

As principal architect of T.S. Neal Architect, Inc., a Southwest Florida premier architecture design firm, Seth Neal thrives on making clients' island dreams come true. Together with his team, he designs sun-drenched, palm-tree-flanked homes from Key West to the Middle Keys and beyond.

"We create the island residences, retirement retreats, and multi-generational family homes that people work a lifetime to build," he says. "These are homes that clients plan to pass down to their children, so quality design and craftsmanship are critical."

Known for excellence and creativity, T.S. Neal has fast become a go-to architect for new homes and historic renovations. "Even our newest buildings often appear historic," Neal explains.

Neal has designed new life into many older homes within the city of Key West's historic district. For a couple who dreamed of sunrises, sunsets, and antebellum architecture, Neal rendered an island plantation-style home with sweeping staircases, dramatic columns, and multilevel porches facing both sunrises and sunsets. On Big Pine Key, he was the architect for a traditional Florida-coastal retreat designed to feel timeless, livable, and warm. The concrete coastal beach house is a family retreat designed to sustain the harsh environment and looming hurricane threats that come with island living. "The client was also the homebuilder, and it was a delight to be a part of the process from design through construction, and to view the builder's craftsmanship through the finished product of a great home," Neal explains.

"We thrive on watching our clients see their dream go from idea to reality," he concludes.

305-340-8857
tsnarchitects.com



1. In Big Pine Key, an open-concept floor plan retains the charm of separate spaces by way of singular architectural details. 2. Symmetry defines the exterior of the home. 3. Hardscape and landscape complement the home's Florida coastal design. 4. Southern antebellum architecture meets traditional coastal elements in this plantation-style home. 5. Expansive outdoor areas enhance the beauty of surrounding landscapes.

Photos by Kurt Doerfel



Pine Channel Nature Park



The Plant a Million Corals Foundation (PAMCF) is a non-profit organization dedicated to restoring coral reefs globally through innovative science, education, and community engagement.

Mission and Purpose

Founded in 2019 by Dr. David Vaughan, PAMCF focuses on large-scale coral reef restoration using **micro-fragmentation**, a technique that allows corals to grow 25–40 times faster than natural rates. The foundation aims to **cultivate and outplant millions of resilient, fastgrowing corals** to rebuild thriving reef ecosystems, particularly along the Florida Coral Reef Tract. Coral reefs are critical for fisheries, coastal protection, and oxygen production, making their restoration vital for both marine life and human communities.

Techniques and Innovations

PAMCF employs **micro-fragmentation and coral reskinning**, which involve cutting corals into small pieces to accelerate growth and promote early sexual reproduction. These methods can restore corals like Elkhorn and Staghorn, which are endangered species, within 2–5 years—compared to decades or centuries in nature. The foundation also developed **Coral Restoration Units (CRUs)**, portable land-based nurseries that allow communities and organizations to cultivate corals locally with technical support and training from PAMCF.

Community Engagement and Education

PAMCF emphasizes **education, training, and outreach** to empower local communities and organizations to participate in coral restoration. Through workshops and hands-on programs, participants learn to manage coral nurseries, perform micro-fragmentation, and outplant corals effectively. This approach ensures that restoration efforts are sustainable and scalable, enabling global impact beyond the foundation's direct operations.

Achievements and Goals

As of recent reports, PAMCF has **over 80,000 corals in production**, with a goal to reach **1 million corals per year** for outplanting by the end of 2026. The foundation's work not only accelerates reef recovery but also provides a model for community-driven conservation, making coral restoration accessible to smaller organizations and local stakeholders.

Dr. David Vaughan

Founder, President, and CEO

Dr. David Vaughan has held positions in aquaculture research and development for over 45 years. He directed the Aquaculture Division at Harbor Branch Oceanographic Institution for 17 years, including the design, build and operation of the 60 acre HBOI Aquaculture Development Park, the world's only completely recirculating center for aquaculture training and demonstration.

Dr. David Vaughan is often cited with creating the R&D and scale up of clam farming technologies in Florida, and directing the training programs and operations of the nation's largest hatchery to produce clams used for the retraining displaced fisherman.

He founded and developed ORA, Oceans, Reefs and Aquariums Inc., a large marine ornamental production facility and has worked with Philippe Cousteau and Earth Echo International on coral reef restoration initiatives.

As previous Executive Director of the Mote Marine Laboratory in the Florida Keys, he started the coral restoration program, heralded with developing the new technology of "micro-fragmentation". Dr. Vaughan is presently helping people globally in this process as a scalable tool for reef restoration as Founder of Plant a Million Corals.

* Dr. David E. Vaughan has previously worked for and with many other marine science organizations over the years and has now retired from those entities and is solely representing Plant A Million Corals until he reaches this goal.

Dr. David Vaughan has been inducted as one of eight "Ocean Sentinels," an honor recognizing individuals whose contributions to marine science and conservation have been highly influential and widely commended. His larger-than-life statue is featured as part of the Museum of Underwater Art.

Donna Vaughan

Co-Founder, Director, Education and Finance

Donna Vaughan is a marine education curriculum writer who has had a wide array of outreach experiences. She lived at the Rutgers University Marine Field Station for over 4 years assisting graduate students with thesis research projects both in the field and in the lab.

As director of Education at Harbor Branch Oceanographic she directed outreach programs for youth through the “Jason Project” and the Southeast Florida Ocean Fair.

Donna developed and implemented several curriculums such as Mangroves, Mosquitoes, and Man and the Manatee Observation and Education Center’s fieldtrip curriculum.

Working with at risk middle school students, she developed an in school aquaculture recirculating classroom system for growing tilapia. While being part of a training program teaching commercial fishermen the skills and technology of clam farming, she learned the importance of community outreach for introducing new technologies into a community particularly when it is enhancing the environment in a public setting. This will be a key factor for anyone accepting the challenge to “plant a million corals”.

Dee Dee Vaughan Smause

Co-Founder, Director, Development and Communications

Dee Dee grew up on and under the water. You could say that saltwater runs through her veins. Being raised by a marine biologist meant that almost all things revolved around the ocean, and that has continued to this day. As one of the co-founders of the Plant a Million Corals Foundation, her main role is to raise awareness and build partnerships for coral restoration.

Dee Dee’s professional career started much earlier and has ranged from the local to the global level. Working with the American Red Cross as the disaster response and volunteer coordinator, she handled volunteer recruitment, training, and deployment. While at the Earth Day Network, an international environmental advocacy based in Washington, D.C., she was the Executive Assistant to the President, assisting with organizational management, campaign development, and working with the media as a content contributor and writer. As the coordinator of the Florida Keys Community College Foundation (now College of the Florida Keys), Dee Dee was the lead administrator and

fundraiser for the scholarship program supporting the students and programs of the school. In the aftermath of Hurricane Irma, she coordinated the disaster response for the students and staff, as well as assisting in the fundraising efforts to support those in need in the school. After the hurricane response, she joined the Florida Keys Community Land Trust, raising money and awareness for the lack of affordable housing in the Florida Keys as their Development Officer.

When the opportunity to start the Plant a Million Corals Foundation with her family, and actively support coral restoration around the world, she jumped at the chance to be a part of the founding team. Getting to work with practitioners, scientists, educators, supporters, and the community making coral restoration affordable, accessible, and scalable has been a dream come true!

Dee Dee lives in the Florida Keys with her husband, Jason, and their rescue pup, Isabela.

Jackson Woods

Jackson Woods grew up in Chicago, IL. Spending a lot of time in the Florida Keys visiting family, he knew from a young age that he wanted to be a marine biologist. Going fishing and diving on the reef with his grandparents made him want to focus on coral restoration. He attended the University of Tampa where he received a Bachelor's of Science in Marine Biology and Environmental Science. Jackson is excited to be a part of the Plant a Million Corals team. He enjoys being part of the beginning of the organization, contributing to the innovation with Dr. Vaughan, working with corals, and the diversity of roles and responsibilities. Jackson lives in Key West with his girlfriend and enjoys spending his free time, fishing and diving the reefs he works so hard to protect.

Summerland Farms, a 4-acre bayside property in Summerland Key, Florida, is home to a unique and innovative coral nursery operated by the Plant a Million Corals Foundation. This facility is not only a production facility with the goal of producing 1.1 million corals by the end of 2026, but serves as a demonstration and training facility for the public and coral practitioners all over the world.

The Summerland Farms nursery uses micro-fragmentation to grow a variety of coral species, including both branching and massive coral species. The majority of the tanks

used are a special design from Dr. Vaughan, specific to coral restoration. Curved shape and clear acrylic make a highly visible hydrodynamic design that can be produced by the organization at a fraction of the cost and time. Not only are they more efficient but they make coral restoration accessible to those with physical disabilities as well.



The nursery is staffed by experienced coral scientists and technicians who carefully monitor the corals' growth and health. The water for the tanks comes from deep water

wells, so the water is naturally sterile, free of pathogens and organisms, with the water only needing to be treated for excessive hydrogen sulfide and nitrogen. Through a simply water treatment process, the water is readily available for use.

The Summerland Farms nursery is a pioneering effort in coral restoration. It is demonstrating that land-based nurseries can be used to grow large numbers of corals in a cost-effective and sustainable manner. The nursery is also providing valuable training and support to other coral restoration organizations around the world.

The Summerland Farms nursery is a shining example of what can be achieved when people come together to protect our oceans.

Off-grid and solar-powered

The Summerland Farms nursery is also notable for being off-grid and solar-powered. This means that it does not rely on the electrical grid for power, and it generates its own electricity using solar panels. This makes the nursery more sustainable and environmentally friendly.

The use of solar power is also important for coral reef restoration. Coral reefs are sensitive to changes in water quality, and the use of solar power helps to reduce the nursery's environmental impact as well as ensures that it is not dependent on a power grid that can be compromised by storms. Many coral restoration programs are in locations that are susceptible to heavy weather systems and unpredictable power sources so solar power may be the only option for a reliable support system. By using solar as our main source of electricity at Summerland Farms, PAMCF is demonstrating and innovating these systems.

Summerland Farms is growing mangroves for future planting. The trees are grown in tubs and pots under the outflow from the coral tanks.

Summerland Farms is open to the public for tours Monday – Friday 9am-4pm and on weekends by appointment. For more information, or to make an appointment, please contact us at info@plantamillioncorals.org.

The Summerland Farms nursery is a model for sustainable coral reef restoration. It is demonstrating that land-based nurseries can be used to grow large numbers of corals without harming the environment. The use of solar power is a key part of this model, and it is helping to make coral reef restoration more sustainable and accessible.



For more than 25 years, Delta Fountains has partnered with clients to create water feature displays that enhance the beauty and enjoyment of the world's communities. Clients bring us their visions and rely on our experience to supply the fountain designs, engineering and products that create the flows and splashes they imagine. Delta Fountains is an industry presence, actively involved in projects across the United States and around the world. To date, we have helped thousands of clients create fountains that reflect their dreams and our experience and innovation. We love what we do, and we never forget that it's all about our clients. Our passionate approach and stamina, along with our expertise, have lead to our leadership being recognized worldwide in the fountain industry.

Fountain Manufacturer & Water Feature Designers

Delta's ability to continuously develop and integrate technological advancements, embrace challenges and cross apply techniques used in allied industries helps us stay on the cutting edge as fountain designers and manufacturers. Our range of features includes, but is not limited to architectural fountains, interactive features, reflecting pools, water walls, floating fountains, and fogscapes. We offer complete services including design, consulting, restoration/renovation, engineering, manufacturing, and equipment service plans. Delta Fountains has designed, consulted, and manufactured systems for some of the most prestigious fountains in the world and as such will work closely with all disciplines to integrate the water feature design, ensuring a fully functional and operational system.

James Turner

Head Designer / VP

James is Delta's Vice President and Head of Design. He came to us with a background in interior design and has grown into one of the most knowledgeable water feature designers in our industry. James has had a hand in every water feature Delta Fountains has created, and likes to think of himself as the Chief Brody of our operation. When he's not spearheading our design department, James can be found chasing his own JAWS (or a Kingfish).

A partial listing of Delta projects follows:

September 11th Memorial Fountain

Delta Fountains was honored to join the team that created the largest, man-made waterfalls in the world, built to remember those whose lives were lost at the World Trade Center in 1993 and 2001. Located in the exact footprints of the Twin Towers, the 9/11 Memorial North and South Fountains have combined recirculating systems that pump as much as 78,000 gallons of water at peak performance, every minute of every season. The water flows over the walls of the memorial's two deep reflecting pools and then into catch basins for recirculation.

Centennial Fountain Park

West Palm Beach, FL

-
- **Date**1999
 - **Client***City of West Palm Beach Parks and Recreation*
 - **Categories**
 - *Interactive*
 - **Design***Michael Redd & Associates, P.A.*

Centennial Fountain Park was a downtown revitalization project in West Palm Beach, Florida, built to help the city celebrate its 100-year birthday and revitalize its business area in 1999. The City decided to incorporate a large interactive fountain to play on sight, sound, and motion to attract visitors to Centennial Plaza. The New York Times featured the downtown renewal project in an article that described the fountain as the main draw or focal point of the success and a model for other development councils and municipalities. The fountain is still a focal point, and a favorite town spot for concerts, markets, and events.

Downtown Revitalization Centennial Fountain Challenge

Delta Fountains participated in a formal partnering process to develop strong relationships with all of the construction companies involved in order to complete the project within stringent time-frame and budgetary guidelines and yet adhere to the design intent.



West Palm Beach Centennial Fountain Park

The City of West Palm Beach built a fountain as part of their downtown revitalization project in 1999.



Downtown Revitalization Planning

The fountain planning team wanted to design a focal point to draw people into the area. The team decided on an area for families and local business opportunities.

Prospect Park

Brooklyn, NY

- **Date**2014
- **Client***New York City Department of Parks and Recreation*
- **Categories**
 - *Interactive*
- **Design***Tod Williams Billie Tsien Architects*

The interactive water feature in the Lakeside area of Prospect Park is located next to the skating ring. The water feature is a large, circular splash area surrounded by a granite wall with arching jets that face inward. This is a hot spot for New York families to cool off in the summer, and has been featured on websites like Mommy Poppins NY and Curbed NY.

Lakeside Prospect Park Water Feature

Delta Fountains was called on to design the mechanical drawing and manufacture the nozzles to create the arching jets desired by the fountain designer. The large splash area is surrounded by a granite wall with 41 smooth bore jets cascading into the middle of the feature. The jets are programmed to work as one, ramping up and down, or separately. They are covered by custom faceplates to protect the fountain nozzles and to protect the children from getting their fingers caught.

- **Date**2014
- **Client***New York City Department of Parks and Recreation*
- **Categories**
 - *Interactive*
- **Design***Tod Williams Billie Tsien Architects*



The Shops at Atlas Park

Glendale, NY

- **Date-**
- **Client***ATCO Properties & Management*
- **Categories**
 - *Fog & Mist Systems*
 - *Interactive*
- **Design***MPFP llc / M. Paul Friedberg and Partners*

The large interactive fountain at **The Shops at Atlas Park** is the cooling off spot for children, and situated in the Glendale section of Queens, New York. A water wall adds interest to the park, which is part of a larger 10-acre site of retail shops and office space.

The Shops at Atlas Park Fountain Challenge

The project required that Delta Fountains design load-bearing nozzle wells, each with an animated pop jet nozzle, a wet/dry light, and two fog nozzles. The grating over the wells also had to comply with the Americans with Disabilities Act (ADA).

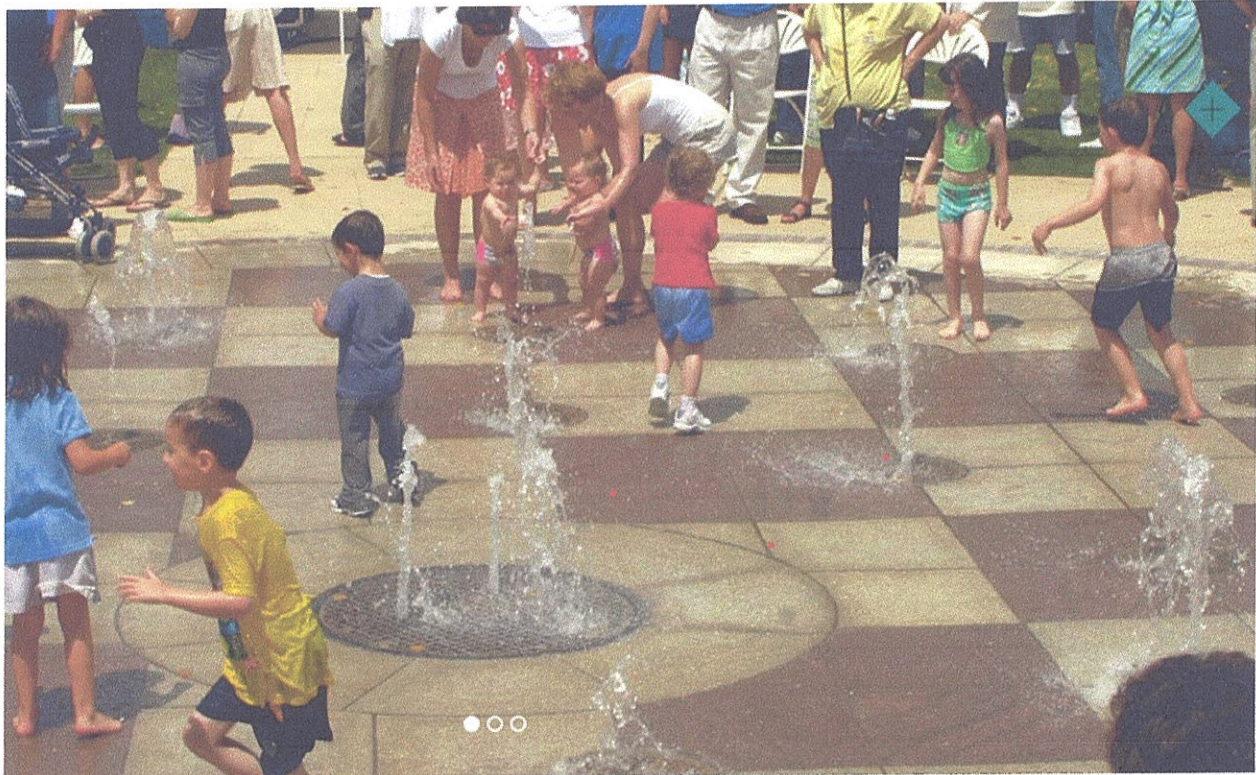
Delta Fountains' Solutions

Along with 24 pop-jet discharge points, the Atlas Park interactive feature has the ability to flood the dry deck area intermittently, resulting in a basin. Also, a fog system creates an illusionary effect over the deck area. Stainless steel nozzle wells with one-inch thick cast-bronze grating allow vehicular load bearing. To reinforce and distribute the load, Delta Fountains used internal tubular infrastructure. In addition to designing custom ADA compliant grates with ½-inch by ½-inch cell openings and ¼-inch blade width, Delta Fountains used recessed tamper- and vandal-proof stainless steel hardware to secure the grate to the nozzle well. Pulse-type electronic flow meters were used to ensure the desired filtration turnover rate.

Delta Fountains installed a bag filter system that uses air, not water, to backwash each individual vessel; the system allows continuous filtration, completes in seconds, and uses less than nine gallons of water per vessel and is always filtering the water even during the backwashing process.

- **Client***ATCO Properties & Management*

- **Categories**
 - Fog & Mist Systems
 - Interactive
- **DesignMPFP llc / M. Paul Friedberg and Partners**



Beekman Plaza

New York, NY

- **Date**2012
- **Client***Forest City Ratner*
- **Categories**
 - *Interactive*
- **Design***James Corner Field Operations*

The **Beekman Plaza** fountains are located just outside Beekman Tower in New York City. Delta Fountainsugh was called in to help the fountain designers and as the equipment provider. The water features consist of five separate zones of low height nozzles emanating from the pavement. Each zone contains 20 smooth bore nozzles operating at a 1 inch display height arranged in a grid pattern. The zones are separate from each other along the walkway at the main entrance area of the building.

Beekman Plaza Water Features Challenge

The biggest challenge for Delta was to design and fabricate a self-leveling nozzle so that all twenty nozzles on the manifold would be equal in spray height, without the aid of ball valves. Since the nozzles are covered by an intricate paver system, access to the nozzles would be very difficult for future maintenance.

Also, we were put to task to fit all of the specified equipment in a smaller than anticipated space. Another issue that was not considered was that the protective screens for the Ultra Violet Sterilizers on each of the feature pumps were becoming clogged easily after the fountain ran for the first time. This caused major headaches for the maintenance staff at the tower. The fountain was ultimately shut down after a few months of operation because the maintenance staff literally could not keep up with the cleaning of the clogged strainers on a daily basis. The simple solution would have been to remove the screens, but that would be a potential disaster if something were to happen to the fragile quartz sleeve in the UV unit, potentially spraying shards of crystal from the nozzles.

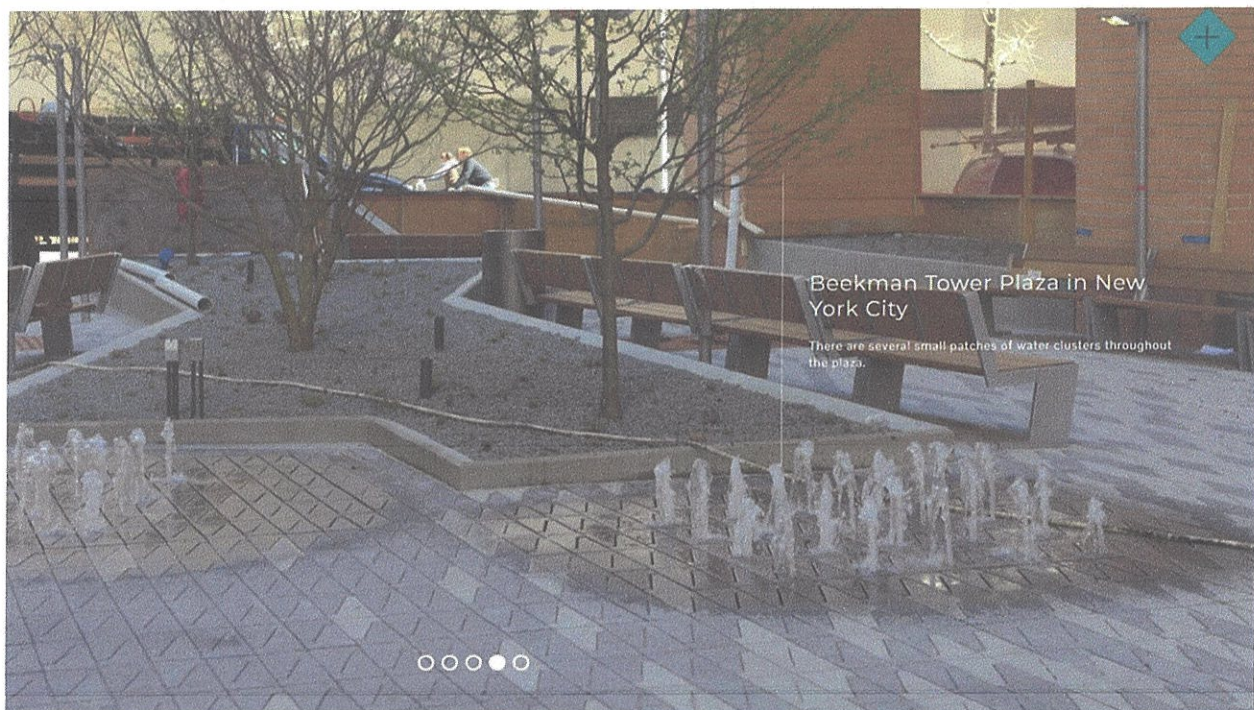
Water Feature Consultant Solution

For the nozzle, Delta went through an R&D process to develop different variations of the nozzle that would first allow the nozzles to equalize the pressure across the manifolds feeding them and secondly to have the ability to swivel to compensate for the sloped paver

surface. We had three versions of the nozzle machined and tested. The initial specification called for the nozzle to be made up of several pieces. This however was very expensive and labor intensive for assembly. By making a few minor adjustments with the aide of our 3D modeling software, we pared the nozzle down to a three piece assembly using a machined nozzle and a readily available compression type fitting bringing the materials and labor cost for each nozzle down significantly.

For the mechanical room layout, Delta developed a scaled set of drawings, making sure that all of the equipment fit in the room including overhead conditions and still allow for required maintenance clearances for each piece as necessary. As the construction progressed, we were inundated with issues due to existing conditions.

The owner, after having become exasperated with the downstream UV filter screens asked us to get involved and come up with a solution to keep them from having to break apart the units and clean the screens every day. We designed a basket system that could capture debris from the surface as it flowed through the drain pipes in to the reservoir before it could be passed through the pumps. The basket system was easily retrofitted in the reservoir incorporating easy to use baskets that were lined with a super fine mesh screen and were suspended by rails spanning the reservoir. We used multiple baskets that were small enough to be pulled out and cleaned by the maintenance staff, without having to get in the reservoir. The mesh on the basket screens is tighter than the mesh on the UV screen ensuring that any minute debris that made it through the basket would easily make its way through the UV screen without clogging it.



Baton Rouge City Park

Baton Rouge, LA

- **Date**2008
- **Client**N/A
- **Categories**
 - Interactive
 - Stationary
- **Design**CRJA - Carol R Johnson Associates Inc

Baton Rouge City Park contains two different water features: a classic bowl fountain and an interactive water feature. The park is located in the heart of Baton Rouge, near Louisiana State University and some of the city's oldest neighborhoods.

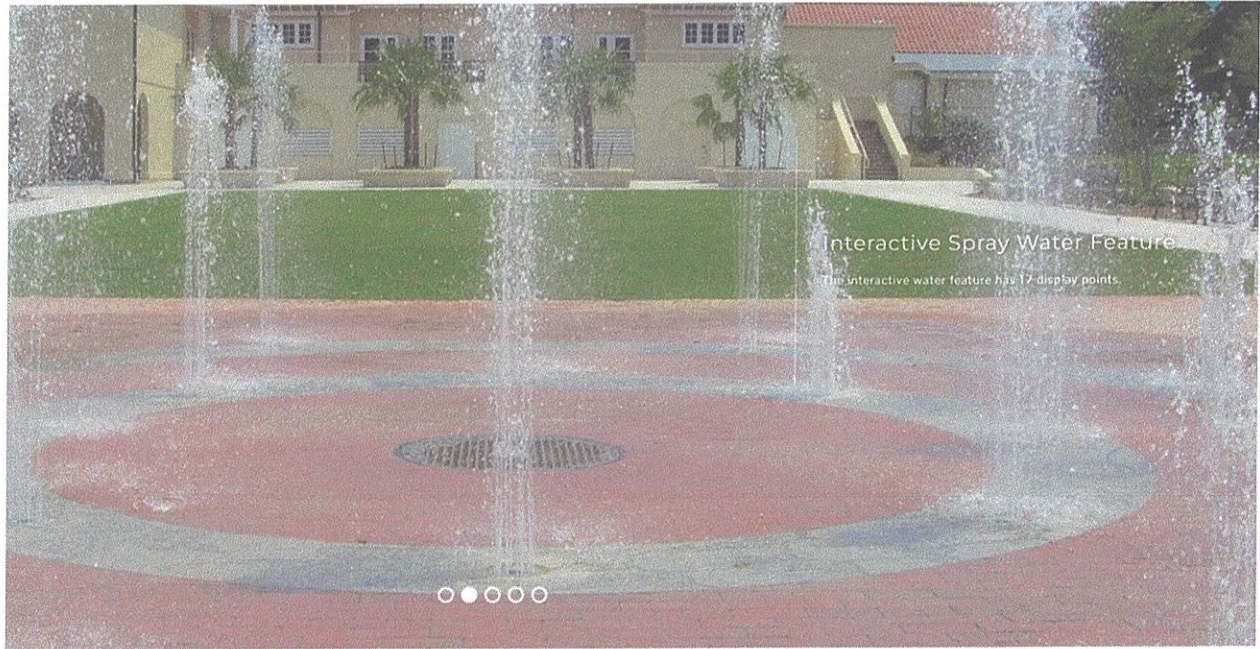
Baton Rouge City Park Fountains

Architectural Bowl Fountain Design

The stationary bowl feature has one discharge point that creates a weir effect with water spilling gently over the nine-foot fountain bowl. Water pours over the rim of a nine-foot fountain bowl into a large basin, creating interesting movement and sound in the Baton Rouge City Park. The fountain was designed to create a soothing rest area for park visitors.

Interactive Fountain Design

The park's interactive feature has 17 discharge points that incorporate custom deck mounted jets and LED lights. The perimeter nozzles have the capability to spray at a height of six feet, while the center nozzle may spray at a height of 12 feet. The nozzles are aligned within the rings of the colorful concrete fountain deck.



Interactive Spray Water Feature

The interactive water feature has 17 display points.



Circus Square Park Pop Jet Fountain

Bowling Green, KY

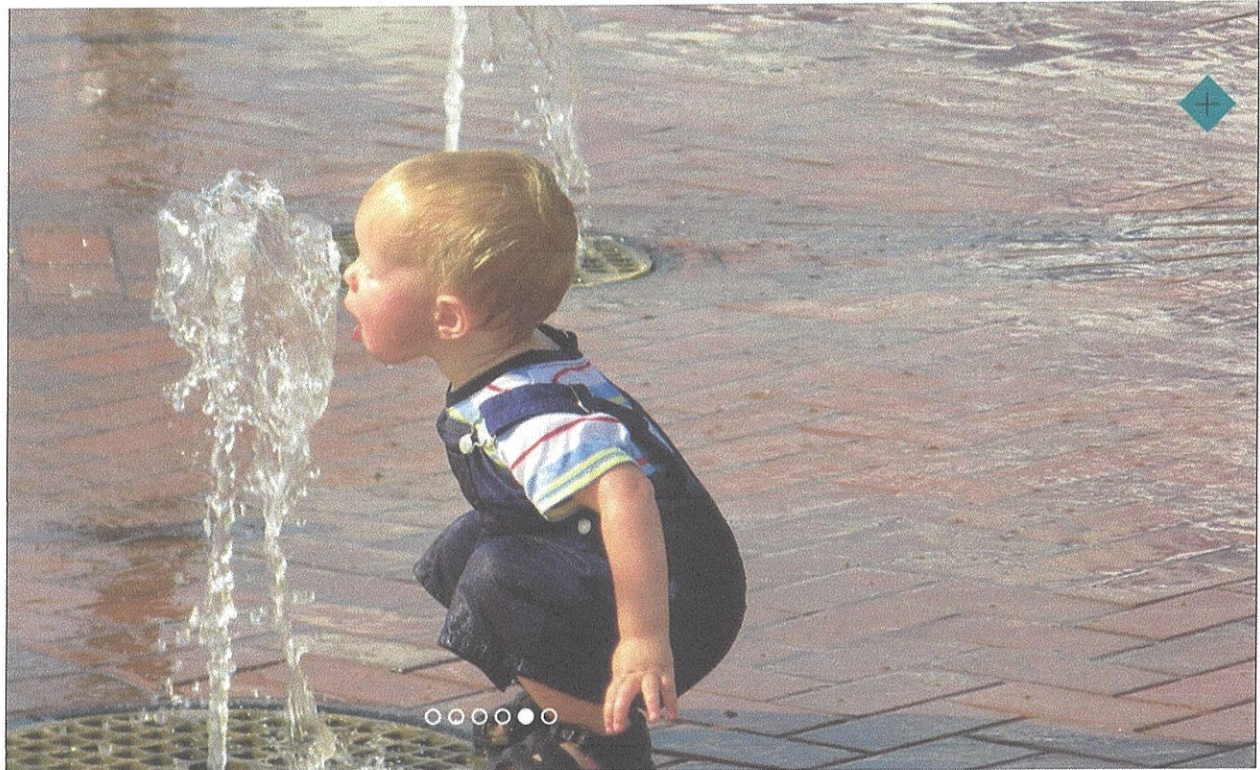
- **Date**2008
- **Client***Bowling Green Parks & Recreation*
- **Categories**
 - *Interactive*
- **Design***Rundell Ernstberger Associates, LLC*

The interactive fountain in **Circus Square Park** can create an impressive variety of display effects. The fountain is 40-feet in diameter with three zones of animation, making it the park's premiere draw for summertime fun. The historic 3.5-acre park, used in the 1800s for circus performances, is now the venue for concerts, festivals, and community events. The park is seen as the cornerstone for future downtown redevelopment.

Circus Square Water Feature Design

Delta Fountains provided 24 custom fiberglass discharge sumps with animated pop jet nozzles and 18-inch bronze grates. The jets are individually animated. A variable frequency drive allows for varying jet display heights between zero and 10 feet during the animation sequence.

The seat wall surrounding the dry-deck portion of the feature also includes eight display sumps. The wall jets arch towards the center of the feature. Another element of the Circus Square feature located outside the ring of pop jets is a 30- by 30-inch sump with a 24-inch grate housing four laminar flow nozzles. With a maximum throw of 13 feet, these jets shoot towards the center of the fountain.



Circus Square Pop Jet Fountain

The pop jet fountain is favored by children and adults in this Kentucky neighborhood.

Tarkington Park

Indianapolis, IN

- **Date**2016
- **Client***City of Indianapolis Department of Public Works*
- **Categories**
 - *Fog & Mist Systems*
 - *Interactive*
 - *Mist Systems*
- **Design***Rundell Ernstberger Associates*

Tarkington Park lies in the heart of Indianapolis, IN. The 11-acre park underwent an \$5 million makeover to transform it into a mixed-use greenspace. The city wanted a place for citizens and families could enjoy. The redevelopment included a cafe, several play areas for kids and a large interactive jet and mist fountain.

Tarkington Park Fountain Design

The fountain was designed by Rundell Ernstberger Associates (REA). The idea was to include a safe, multi-effect interactive water experience for park visitors. Delta Fountains was the manufacturer and MEP designer for the fountain.

To create a dynamic water effect, Delta Fountains and REA designers used 40 smooth bore jets and 26 mist nozzles. The jets were hidden inside sumps with custom RGB LED ring lights that surround each of the nozzles. The ring lights allow the jets to fully change colors. Delta programmed several musical light shows that are played nightly.

