FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, May 13, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

   a. Approval of the Minutes from the March 31, 2025 FPRA Special Meeting.

   b. Approval of the Minutes of the April 08, 2025 FPRA Regular Meeting.

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

6. **COMMENTS FROM THE PUBLIC**
   Any person who wishes to comment on any subject on this agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chairperson, as this section of the Agenda is limited to fifteen minutes. The FPRA Board will not be able to take any official actions under Comments from the Public. Speakers will address the Chairperson, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

7. **CONSENT AGENDA**

   a. Approval to award Bid No. 2025-020 for FPRA Properties Lawn Mowing and Maintenance Services to the second-lowest bidder Mow 4 Less in the amount of $42,750.00 annually.

   b. Approval of Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA

c. Approval of Specific Authorization 1 with Cotleur & Hearing, INC. for Urban Planning Professional Services of Old St. Anastasia and adjacent lots for an amount not to exceed $125,975.00

d. Approval of termination agreement for Surplus Property Sale Agreement for 612 N 25th Street.

8. **NEW BUSINESS**

a. FPRA Resolution 25-09 Authorizing or Denying a First Amendment to Grant Agreement for Commercial Facade Improvement located at 207 Orange Ave

b. FPRA Resolution 25-10 Formally Establishing the FPRA Mural Program, Including Program Guidelines and Standard Template Agreements

c. FPRA Resolution 25-11 appointing Richard D. Chess as FPRA Director.

9. **STAFF COMMENTS**

a. FPRA Programs & Activities Summary Report - May 2025

10. **BOARD COMMENTS**

11. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal and decision made by the Fort Pierce Redevelopment Agency with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such person, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Agency for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk’s Office at (772) 467-3065 at least 48 hours prior to the meeting.

FPRA Regular Meeting **4. a.**

Meeting Date: May 13, 2025

Re: Approval of the Minutes from the March 31, 2025 FPRA Special Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes from the March 31, 2025 FPRA Special Meeting.

Attachments

2025.03.31 Minutes

MINUTES OF A SPECIAL MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON MONDAY, MARCH 31, 2025.

1. CALL TO ORDER

Chairperson Hudson called the March 31, 2025, FPRA Special Meeting of the City Commission to order at 9 a.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: City Clerk Linda Cox
Interim City Manager Devoshay Johnson
City Attorney Sara Hedges

4. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject on this agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chairperson, as this section of the Agenda is limited to fifteen minutes. The FPRA Board will not be able to take any official actions under Comments from the Public. Speakers will address the Chairperson, Board Members, and the Public with respect. Inappropriate language will not be tolerated.

No comments

5. NEW BUSINESS

a. FPRA Resolution 25-04 appointing an Interim FPRA Director

City Clerk, Linda Cox introduced the Resolution, read by title only, into the record.

FPRA RESOLUTION NO. 25-04
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; DESIGNATING AN INTERIM FPRA DIRECTOR; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-04 designating Devoshay Johnson as Interim FPRA Director.

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

Passed

b. Approval of Letter of Support for St. Lucie County Area Transit application for a Federal Transit Administration (FTA) Buses and Bus Facilities Competitive Grant.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the letter of support for St. Lucie County Area Transit application.

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

Passed

c. FPRA Financial Update

Johnna Morris, Director of Finance, presented the FPRA financial update.

The Commission inquired on year-to-date revenue and what it represents, fund balance and appropriations, debt service repayments, wayfinding's gateway and waterways project, tax evaluations, personnel cost, operational expenditures, and Avenue D project.

Ms. Morris commented on the revenue sources, fund balance for proposed projects, debt service repayments, tax evaluations, personnel costs, operational expenditures and inquired if the Board would prefer a line-by-line report.

Shyanne Harnage, Community and Economic Development Director, explained the commitment with St. Lucie County, wayfinding, and the Avenue D project with State appropriation.

The Commission provided direction on the requested report and a quarterly update.

d. Discussion and direction regarding the potential purchase of 1236 Avenue D

Interim City Manager Devoshay Johnson opened the discussion about the potential purchase of 1236 Avenue D. Shayanne Harnage, Community and Economic Development Director, presented the property owners' ideas for the redevelopment of the property, and inquired on shared accessibility of the parcel, and what the City envisions for the property if purchased.

The Board inquired on accessibility and the challenges related to acquiring the property, the property's value, and available opportunities for the property due to its proximity to the Highwaymen Museum.

Ms. Harnage commented on the appraisal of the property,

Mr. Johnson commented on the direction the Board would like to take moving forward.

Chairperson Hudson inquired if a motion should be made.

City Attorney Sara Hedges commented that a motion should be made.

Commissioner Broderick inquired on the City's latitude for negotiations.

Ms. Morris commented that there is no maximum that is allowed.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to authorize staff to secure an appraisal and begin negotiations to secure a price for 1236 Avenue D.

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

Passed

e. Workshop discussion regarding the future direction of the FPRA Director position

The Board discussed the FPRA Director position, keeping Mr. Johnson in the Interim FPRA Director position temporarily, possible conflicts of interest, continuity, introducing the new City Manager into the conversation, the future direction of the FPRA.

Ms. Hedges commented on the HR rules for staffing for the FPRA.

Commissioner Broderick discussed emails about City leases and expressed his desire for a unified approach to them.

Chairperson Hudson commented on the process.

Commissioner Johnson commented on the reorganization of the leasing process and his resignation from Lincoln Park Mainstreet.

Commissioner Taylor commented on safety concerns with the JCPenney remodel and is unhappy with the library dumpsters.

Mr. Devoshay Johnson provided an update on the library dumpster and addressed safety concerns.

Commissioner Broderick commented on the change order process and managing the City's assets.

6. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 10:36 a.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting **4. b.**

Meeting Date: May 13, 2025

Re: Approval of the Minutes of the April 08, 2025 FPRA Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the April 08, 2025 FPRA Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

2025.04.08 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY,APRIL 08,2025.

1. CALL TO ORDER

Chairperson Hudson called the April 08, 2025 FPRA Meeting of the City Commission to order at 5:05 P.M

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Chairperson Linda Hudson; Commissioner Arnold Gaines; Commissioner Michael Broderick; Commissioner James Taylor

Absent: Commissioner Curtis Johnson, Jr.

Staff Present: City Clerk Linda Cox
Interim FPRA Director Devoshay Johnson
City Attorney Sara Hedges

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to excuse Commissioner Johnson's absence.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

4. APPROVAL OF MINUTES

a. Approval of the Minutes from the March 11, 2025, FPRA Regular Meeting,

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve the Minutes of the March 11, 2025 Regular Meeting.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

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

Chairperson Hudson requested that items 8f and 8g under new business be moved to 8a and 8b.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the agenda as amended.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

6. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject on this agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chairperson, as this section of the Agenda is limited to fifteen minutes. The FPRA Board will not be able to take any official actions under Comments from the Public. Speakers will address the Chairperson, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Delores Hogan-Johnson

7. CONSENT AGENDA

a. Approval of Change Order 1 for Specific Authorization 7 to EDC, Inc. in the amount of $4,800.00 To complete design services for Avenue D from US 1 to Indian River Drive to reflect citizen input and design changes.

b. Approval of Specific Authorization 1 with Architects Design Collaborative, LLC. for design services of the 4th Floor of the Sunrise Center into a functional and attractive meeting and event venue in an amount not to exceed $22,500.00.

c. Approval of Expenditure to Fort Pierce Utilities Authority for Phase 3 and 4B of the Smart City Initiative in the amount of $65,000

Commissioner Broderick pulled item 7b.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve items 7a and 7c of the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

As to item 7b
Commissioner Broderick commented on the need for detailed plans and a proposal for documents prepared for the bid.

Shyanne Harnage, Community & Economic Development Director, clarified the proposed project and construction drawings are forthcoming.

The Commission commented on the proposed space, including proposed use.

Commissioner Broderick provided the history of the space.

Mayor Hudson commented on the need for a business plan for the space moving forward.

Commissioner Gaines commented on the possible benefits of this as an event space.

Interim FPRA Director, Devoshay Johnson commented that Old City Hall was lost as an event space.

Motion was made by Commissioner Michael Broderick, to approve item 7b of the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

8. NEW BUSINESS

a. Moved from 8f to 8a. FPRA Resolution 25-07 approving or denying the Third Amendment to the Amended and Restated Agreement for Development of King's Landing.

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.

FPRA RESOLUTION NO. 25-07
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, REGARDING THE REQUEST FOR A THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING AND THE SALE OF PROPERTY FROM AUDUBON DEVELOPMENT, INC TO LIVE OAK HOLDINGS GROUP, LLC; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-07 approving the Third Amendment.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

b. Moved from 8g to 8b. FPRA Resolution 25-08 Accepting the Western Peninsula Master Plan

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.

FPRA RESOLUTION NO. 25-08
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, RECEIVING AND ACCEPTING THE FORT PIERCE WESTERN PENINSULA MASTER PLAN WITH NO IMPLEMENTATION REQUIREMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Dana Little, Treasure Coast Regional Planning Council, presented the Western Peninsula Master Plan.

Commission Comments:
The Board commented that the plan is impressive, shareholders, noise, public input, inquired on the logistics of applying elements of the proposed plan, acreage, and wave mitigation.

Mr. Little commented on applying elements of the proposed plan, confirming seventy acres, and protecting the marina.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner James Taylor to approve Resolution 25-08, accepting the Western Peninsula Master Plan.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

c. Oaks at Moore's Creek Project Update and Discussion on Next Steps along with consideration of second Subordination and Standstill Agreement

Daniel Rosemond, Developer, Oaks at Moore's Creek, gave a presentation of the project status and discussed the next steps for the development, including the subordination and standstill agreement.

The Board inquired about the ramifications for the City and the FPRA, what specifically is being requested of the Board, the financial impact, the outcome if the FPRA denied the request, if other financial institutions were considered for financing, if the City was contracted to provide buyers, and the reverter.

Mr. Rosemond clarified that he is essentially asking the FPRA to serve as the bank for the development of the remainder of the project.

Ms. Hedges commented that it does not appear that the developer has the funds to move forward and clarified the next steps if the FPRA denies the request. In addition, she clarified that the City was not contracted to provide buyers.

Mr. Rosemond commented that they do have the capital funding but require qualified home buyers to proceed; the City agreed to collaborate, and commented on the reverter clause.

Chairperson Hudson inquired if it was the responsibility of the City to provide the buyer pipeline; Ms. Hedges clarified that it is not the responsibility of the City to provide buyers. She further explained the reverter, and will review the contract for default options. Shyanne Harnage, Community and Economic Development Manager, commented on the risks to the City.

Mr. Rosemond commented on the reverter if they attempt to provide anything other than affordable housing.

The Board discussed the contract details, costs to the City, acquisition costs, unit price point for affordable/workforce housing,

Ms. Hedges referenced the development agreement and the potential home buyer plan. In addition, she explained the request and the subordination and standstill agreement for pre-construction.

Mr. Rosemond explained the compliance issue with Florida Housing Finance Corporation, pre-development loan approval, and direction on construction financing with FPRA acting as the lender.

Mr. Devoshay Johnson commented that the staff's recommendation is not to proceed with the developer's request.

The Board commented on the staff's recommendation not to move forward and inquired on the reverter clause.

Ms. Hedges explained the next steps in the process for the City and clarified that the entire property is included in the contract reverter.

Mr. Rosemomd commented that the subordination and standstill agreement has not been approved and that the Florida Housing Corporation has provided funding by securitizing the property with the loan for compliance.

The Board inquired if someone had been in contact with the Florida Housing Corporation. Ms. Hedges commented that she had spoken with a representative from the Florida Housing Corporation, limited to the details and language of the agreement.

Mr. Broderick requested that Ms. Hedges have an additional conversation with Florida Housing Corporation to determine if the property was used for collateral on the previous loan; Ms. Hedges agreed.

Mr. Rosemond commented that without the subordination and standstill agreement before them

today, they would be inhibited from proceeding.

Commissioner Gaines inquired if the FPRA would be in breach of contract if the Board denied the request.

Ms. Hedges confirmed that the Board would not be in breach of contract and referenced the specifics of the contract.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to deny the request for the subordination and standstill agreement.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

d. Approval of the FPRA final Budget Amendment for FY 2023-2024

Johnna Morris, Finance Director, presented the final budget amendment for FY 2023-2024.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner James Taylor to approve the FPRA final budget amendment for FY 2023-2024.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

e. FPRA Resolution 25-01 formally establishing the Commercial Facade Grant Program and corresponding guidelines.

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.

FPRA RESOLUTION NO. 25-01
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, FORMALLY ESTABLISHING THE COMMERCIAL FAÇADE GRANT PROGRAM AND CORRESPONDING GUIDELINES THERETO; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Miriam Garcia, Redevelopment Specialist, presented the Commercial Facade Grant Program and corresponding guidelines.

The Board inquired if this is throughout the FPRA District, the requirement for payment upfront.

Ms. Garcia confirmed that it is within the FPRA District, and the department is considering alternative methods for funding.

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-01.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

f. FPRA Resolution 25-05 appointing Patience Landers to the CRA Advisory Committee as Commissioner Gaines's appointee.

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.

FPRA RESOLUTION NO. 25-05
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No. 25-05 appointing Patience Landers.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

g. FPRA Resolution 25-06 appointing two at-large positions to serve on the CRA Advisory Committee.

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.

FPRA RESOLUTION NO. 25-06
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Broderick - Brandon Nobile and Doug Miller

Commissioner Gaines - Brandon Nobile and Lucian Lewis

Commissioner Taylor - Brandon Nobile and Doug Miller

Mayor Hudson - Brandon Nobile and Doug Miller

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve Resolution No. 25-06 appointing Brandon Nobile and Doug Miller.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner James Taylor

Passed

9. STAFF COMMENTS

Devoshay Johnson, Interim FPRA Director-No comments

Linda Cox, City Clerk-No comments

Sara Hedges, City Attorney - No comments

a. 2024 FPRA Annual Report

10. BOARD COMMENTS

Commissioner Broderick inquired if the Sunrise Building is eligible for the facade grant, inquired of Commissioner Taylor if the tourist development funds were available to assist them with new signage, and if he is willing to facilitate the request.

Ms. Cox commented that they are not eligible for the facade grant.

Commissioner Taylor provided an update on the tourist development application.

Commissioner Gaines thanked Staff for their hard work.

Mayor Hudson thanked staff for the March 31st report.

11. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 8:15 pm.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting **7. a.**

Meeting Date: May 13, 2025

Re: Award Bid No. 2025-020 for FPRA Properties Lawn Mowing and Maintenance Services to the second-lowest bidder Mow 4 Less in the amount of $42,750.00 annually

Submitted For: Sara Delgado, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Approval to award Bid No. 2025-020 for FPRA Properties Lawn Mowing and Maintenance Services to the second-lowest bidder Mow 4 Less in the amount of $42,750.00 annually.

SUMMARY:

Staff issued a Bid for FPRA Properties Lawn Mowing and Maintenance Services. The Bid was advertised on February 12 and February 19, 2025.

Only three (3) submissions were deemed responsive by the deadline of March 13, 2025. Upon review, the decision to award to Mow 4 Less was due to having a complete Bid packet, the annual cost, references confirming their professionalism and great work experience.

RECOMMENDATION:

Staff recommends approval of the award for Bid No. 2025-020 to the second-lowest respondent, Mow 4 Less.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community & Economic Development Director
Gelencia Carter, Purchasing Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 1049400-546180
Amount: $42,750.00

OTHER INFORMATION:

Funding shall be encumbered from FPRA site maintenance funds.

Attachments

Bid No. 2025-020 FPRA Lawn Mowing & Maintenance
Bid Tabulation Memo
Notice of Non-Responsive Submissions
Recommendation to Award to Mow 4 Less, LLC
Submittal by J-Mac Cleaning Services
Submittal by Mow 4 Less, LLC
Submittal by ESB Light, LLC

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	Bid No: 2025-020
Mandatory Pre-Bid Conference Date: N/A	Bid Title: FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, MARCH 13, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: ---------- Mailing Address: ---------- ---------- ----------	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO REQUEST FOR BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with the requirements may be rejected at the option of the City.

2. **DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. **EXECUTION OF BIDS**

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Bidder/Proposal Acknowledgment cover page and on the Bid Response Form. FAILURE TO PROPERLY SIGN SHALL INVALIDATE BID, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. **NO BID**

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. **BID OPENING**

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official

authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of additional error(s), the unit price and extension thereof will prevail, and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make the delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. NO ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least ten (10) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 17. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Division. All bidders should contact the City at least ten (10) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to bidders who receive bid packages from other sources.

13. ADDENDUMS

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all bidders who received a bid package from the City Purchasing Division. Bidders who obtain Bid Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum

shall be signed and returned with the bid as acknowledgment of the addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORKPLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $35,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by

individual item, group of items, "All or None", or a combination thereof; with one or more suppliers: to reject any or all bids or waive any minor irregularity or technicality in the bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. TIE BREAKERS

Preference must be given to vendors submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

e. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

23. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

24. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

25. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

27. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements

29. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business and is a responsible Bidder.

30. REPRESENTATION

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

31. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidder's Bids in which the prices obviously are unbalanced will be subject to rejection.

32. ADJUSTMENTS / CHANGES / DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval and shall be binding ONLY if issued by the City's Purchasing Division. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

33. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the bidder is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

34. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

35. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

36. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

37. CANCELLATION / REJECTION OF BIDS

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City of Fort Pierce. The City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may not be rejected by the City depending on the available competition and the current needs of the CITY. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

38. REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien

business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

39. ADDITIONAL RESERVED RIGHTS

a. To be **responsive**, a bidder shall submit qualifications which conform in all material respects to the requirements set forth in the bid/proposal document. To be a **responsible** bidder, the bidder shall have the capability in all respects to fulfil fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

b. The City may disqualify a bidder from being awarded a City contract if the Purchasing Manager determines after an investigation that the bidder is "not responsible," based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

c. Unless otherwise stated in this bid specification, any contracts resulting from this bid are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option,

   additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

d. If any contract awarded as a result of this bid is terminated, the City reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the Bid specification.

40. APPLICABLE LAWS

Bidders must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with bid but is not required. Registration must be completed before a contract can be signed. Applicable provisions of

all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. This includes revisions as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to the following:

a. City of Fort Pierce Ordinances

b. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids received by the CITY.

c. It shall be the responsibility of the bidder to ensure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the bid opening, whichever occurs first.

41. PROFESSIONAL STANDARDS

a. The successful bidder shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

b. In the event the successful bidder shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

c. The successful bidder warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful bidder, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

42. PROHIBITION AGAINST CONTINGENT FEES

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

the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

43. ACCURACY OF BIDS

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

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

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

As evidence of compliance with the insurance required herein, Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies). and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Such evidence shall include thirty (30) days' written notice of cancellation to the City for all coverage.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

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

Workers' Compensation Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

The policy must be endorsed to waive the insurer's right to subrogation against City and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover

From Others' Endorsement (Advisory Form WC 00 03 13) with City and its officials, officers and employees scheduled thereon.

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City and the City's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the Contractor. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Pollution Legal Liability

Such insurance shall cover the Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with work by the Contractor or subcontracted by the Contractor including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions.

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

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

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

General Conditions

Contractor and the City shall each be responsible for maintaining insurance on their own property. Regardless of whether the Contractor purchases property coverage or not, Contractor hereby expressly waives and releases any cause of action or right of recovery which Contractor may have hereafter against the City for any loss arising out of loss or damage to the Contractor's property, about or a part of, the premises whether covered by insurance or not.

The insurance provided by the Contractor shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers and employees.

All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

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

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

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   City of Fort Pierce
   Attn: Purchasing Division
   P.O. Box 1480
   Fort Pierce, FL 34954-1480

2. **Additional Insured for General Liability**
   City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The purpose of this bid is to establish an annual contract covering comprehensive lawn and maintenance services for the FPRA (Fort Pierce Redevelopment Agency) owned properties.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, THURSDAY, March 13, 2025**

3. SUBMISSION OF BIDS

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

3.1 HARD COPY SUBMISSIONS

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

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

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

3.2 OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

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

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

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be

considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the following websites : Demandstar.com (www.demandstar.com) and City of Fort Pierce website (http://www.cityoffortpierce.com//Bids.aspx?CatID=17).

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

4. PERMITS AND LICENSES

a. Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.

b. Contractors and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.

c. All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

5. INQUIRIES / QUESTIONS

5.1 All inquiries will be in a written format and addressed to the Project Manager with a copy to the Purchasing Manager:

TO

Sara Delgado
Redevelopment Specialist
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 466-5808
Email: sadelgado@cityoffortpierce.com

COPY

Madison White
Purchasing Agent
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: purchasing@cityoffortpierce.com

5.2 All inquiries must be received no later than **5:00PM, Monday, March 3, 2025.**

6. SUMBITTAL REQUIREMENTS (PASS / FAIL)

It is not necessary to return the entire document with your bid response; the documentation outlined below requires signatures or contains requested information that is needed for your submission.

- Completed Invitation to Bid Cover Page
- Any documentation requested in the **Statement of Work, Section IV.**
- Certificate of Use, required for businesses within the city limits of the City of Fort Pierce. (See item number 8 below

- Business Tax Receipt, required for businesses located outside of the city limits of the City of For Pierce (See item number 9 below)
- Proof of Insurance (See item number 10 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the vendor's Bid. Failure to return the signed addenda may be cause for the Bid to be considered non-responsive.
- All required forms. See **Required Forms, Section V**.

7. **ADMINISTRATIVE REVIEW BASED ON (PASS / FAIL) CRITERIA**

Bids will undergo an initial review, on a PASS/FAIL determination, where indicated; to verify that mandatory requirements are met. Failure to meet mandatory requirements may result in the rejection of the Bid.

8. **CERTIFICATE OF USE (PASS / FAIL)**

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

9. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE) (PASS / FAIL)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal. This is only a requirement for businesses located outside of the city-limits.

10. **PROOF OF INSURANCE (PASS / FAIL)**

Bidder shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of bidder's current coverages (current policy), see **item no. 32** of **Section I – General Conditions** and **Section II – Required Limits of Insurance**.

- If the bidder does not carry the required insurance(s), a letter from its insurance agent/broker attesting that the bidder, if awarded the project, can obtain such insurance.
- Awarded Bidder shall also provide the City of Fort Pierce with proof of insurance for all sub-contractors(s), if applicable.
- The bidder must be the policy holder for all insurance coverage to be provided by the successful bidder.

11. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)**

The Bidders will be required to return a completed W-9 Taxpayer Identification Form.

12. **EVALUATION CRITERIA**

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting

final negotiated agreement. The City's decisions in these matters shall be final and binding. The City's evaluation will include, but not limited to, consideration of the following:

a. Vendors will be selected based on the lowest and best responsive responsible bid.
b. Quality of Work (references and previous work experience)

13. LICENSING

All bidders must be properly licensed by the State of Florida and all other authorities having jurisdiction. Copies of all such licenses and/or permits are to be submitted with bid. Failure to submit copies of such may lead to bid rejection.

14. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

15. REFERENCE CHECK FORM (PASS/FAIL)

Please provide references showing your expertise and experience in providing the services requested. Please complete the Reference Check form (page 32) and submit with your bid package. References should include project description, contact names, addresses, phone, and email.

SECTION IV

STATEMENT OF WORK

1. **SCOPE OF WORK**

The FPRA (Fort Pierce Redevelopment Agency) is seeking bids for comprehensive lawn and maintenance services for its properties. The project involves mowing and maintaining lawns, and other landscaped areas across multiple FPRA properties to ensure they remain aesthetically pleasing and well-maintained.

The Contractor shall perform all maintenance, furnish all labor, equipment, and supplies for the mowing, string trimming (weed-eating), and cleanup services for the specified FPRA owned properties listed in Exhibit A.

- The contractor shall accomplish all lawn maintenance required under the contract during the hours of 7:00 AM to 6:00 PM Monday through Saturday.

- It will be the responsibility of the Contractor to choose a mowing cycle for each area, with the approval of FPRA staff. The Contractor must notify/email FPRA Staff with the work schedule to allow for inspection of maintenance work as needed.

- For On-Call/As needed properties, the Contractor shall complete the work specified within (3) three business days of notification (weather permitting).

2. **FPRA OWNED PROPERTIES**

See exhibit A for a detailed listing of the FPRA Properties and the relevant property information.

3. **MONTHLY REPORTS**

For the specified period, the Contractor shall submit monthly reports outlining services performed, problems encountered, and any other concerns. The Contractor will be required to submit reports by the 30th of each month, with the request for payment. Invoices submitted without completed monthly reports will be rejected. The contractor shall provide FPRA staff with one contact person to whom all concerns can be addressed. Invoices must be submitted to the Fort Pierce Redevelopment Agency
Attn: Sara Delgado, Redevelopment Specialist, sadelgado@cityoffortpierce.com.

4. **FINE CUT MOWING**

All lawn areas shall be mowed once a month, or as determined by FPRA staff.

- Lawn areas to be mowed will be maintained at a height of three inches (3"), or as directed by FPRA staff.

- Grass next to light poles, trees, fencing, or any permanent objects, etc., shall be mechanically trimmed to the same height at the time of each mowing. The result shall present a neat and professional appearance. All work shall be completed in

a continuous manner, i.e. the mowing, edging, trimming, etc. shall be completed before leaving the job site. Cutting grass too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Use small mowers for difficult or tight areas where larger commercial units cannot maneuver. Care shall be taken with mowing equipment to avoid any obstructions, such as trees, shrubs, utility boxes, signage, fencing, buildings etc. The Contractor shall be responsible for any damage caused by its operations.

5. SAFETY REQUIREMENTS

The Contractor must maintain all necessary safety precautions during cutting, including the following:

a) The Contractor will be responsible for high-visibility reflective safety vests, jackets, or shirts for employees when working within 25 feet (25') of roadways. Safety cones shall be used around equipment and roadway.

b) The Contractor must make every effort to prevent damage to parked or passing vehicles, pedestrians, and adjacent properties.

c) The Contractor shall adhere to the Florida Department of Transportation's Uniform Manual on traffic Control for construction and maintenance work zones. It will be the sole responsibility of the contractor to make itself and its employees fully aware of these provisions, especially those applicable to safety.

6. CLEAN-UP OPERATIONS

Grass and vegetation clippings shall be blown or swept from sidewalks, steps, driveways, trails, etc. Vegetation clippings shall not be blown or deposited onto City streets or walkways. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping, and thatch buildup. All trash and debris in the mowing area shall be removed from the area before and after mowing by the Contractor. At no time shall any litter be mowed over. All debris and trash shall be disposed of in accordance with local ordinances.

7. CONTRACTOR RESPONSIBILITES

A. The Contractor shall maintain and provide a communication system such as a two-way radio or cellular phone for contact during regular working hours.

B. The Contractor shall own or have access to all the necessary vehicles, equipment and labor to perform the duties assigned.

C. The Contractor shall ensure that all of the Contractor's subcontractors perform in accordance with the terms and conditions of the contract. The Contractor shall be fully responsible for all the Contractor's and Subcontractor's performance, and liable for any of the non-performance. The City retains the right to verify Subcontractors qualifications by requesting additional information.

7. CUSTOMER SERVICE

The City of Fort Pierce takes great pride in and is strongly committed to, offering a high level of customer service to all city residents. All contractors are expected and required to offer our customers a matching level of quality service, at a minimum.

8. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the contractor and shall be replaced or repaired by the contractor at no additional cost to the City.

SECTION V
FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each bidder shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the bid form.

Form No. 3 – Public Entity Crimes (3 pages)
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – E-Verify Affidavit (1 page)
Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 5 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 6 – Affidavit Regarding the Use Coercion for Labor / Services (2 pages)
Pursuant to the Bill, Section 787.06(13), Florida Statutes, now requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

_____
Bidder's Signature

_____
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

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

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

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____202__.

_____
Notary Public

My Commission expires: (Seal)

_____

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

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

5. 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 submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Respondent to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Respondent enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Respondent shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title: _____

_____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal/bid 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, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use 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 services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____

My Commission Expires_____

REFERENCES

BID NO. 2025-020
FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Description of Work	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Description of Work	

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BID RESPONSE FORM

Bid Item	FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)		
Bid Number	2025-020	Due Date & Time	3:00 PM, THURSDAY, MARCH 13, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
301 South Ocean Drive. and 306 Hernando Street	2401-501-0109-000-9 2401-501-0112-000-3	$	$
125 Fisherman's Wharf 201 Fisherman's Wharf	2403-4320-002-000-4 2403-432-0003-000-1	$	$
324 N. 12th Street	2409-516-0043-000-8	$	$
318 N.17th Street	2409-511-0016-000-5	$	$
108 N. 9th Street	2410-604-0049-000-4	$	$
321 N. 13th Street , Unit A/B	2409-131-0001-000-1	$	$
415 N. 9th Street	2410-601-0034-000-7	$	$
426 N. 11th Street	2409-501-0173-000-2	$	$
427 N. 16th Street	2409-506-0038-000-9	$	$
432 N. 19th Street	2409-603-0072-000-7	$	$
Avenue I	2404-812-0009-000-2	$	$
Avenue B	2410-604-0134-000-7	$	$
433 Means Court	2409-501-0293-000-9	$	$
434 N. 15th Street	2409-503-0033-000-5	$	$
513 N. 20th Street	2409-602-0222-000-1	$	$
		PAGE 1 TOTAL	$

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
422 N 9th Street	2410-601-0046-000-4	$	$
806 Avenue E	2410-601-0119-000-7	$	$
1241 Avenue D	2409-501-0282-000-9	$	$
532 N. 13th Street – Means Court Center (Temporary)	2409-501-0011-000-9	$	$
1212 Avenue D, 1213 Avenue D, and 1217 Avenue D	2409-501-0258-000-2 2409-501-0257-000-5 2409-501-0256-000-8	$	$
Dundas Court	2403-711-0001-000-3	$	$
Dundas Court	2410-604-0156-000-7	$	$
N. 22nd Street	2404-710-0017-000-8	$	$
Avenue M	2404-801-0031-000-1	$	$
1306 N. 16th Street	2404-808-0021-000-9	$	$
1134 Avenue D and 1138 Avenue D	2409-501-0305-000-7 2409-501-0306-000-4	$	$
N. 7th Street (2 Parcels)	2410-601-0182-000-9 2410-601-0183-000-6	$	$
110 N Street, 900 Orange Avenue, and 910 Orange Avenue	2410-604-0169-000-1 2410-604-0173-000-2 2410-604-0141-000-9	$	$
312 N. 13th Street	2409-521-0007-000-0	$	$
		PAGE 2 TOTAL	$

TOTAL BID COST ***(PAGE 1 TOTAL + PAGE 2 TOTAL)***	**$**

VENDOR INFORMATION

Vendor Name: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Typed Name & Title: _____

Signature: _____ **Date:** _____

Telephone No.: _____ **Fax No.:** _____

(*Remit To:

_____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

Please include Remit to address on following page if different than address stated abo

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Have you read the Bid Document in its entirety?		
Is Invitation to Bid cover page (page 1) completed, signed and attached?		
Are you registered on Demandstar to receive addendums?		
Include proof of insurance as stated in bid documents.		
Are all the Required forms complete and included?		
Have you checked your bid for proper organization, tabs are correct?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy.		
Did you submit your bid electronically?		
Have you made sure your corporate address matches your Sunbiz information?		
Is each Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID_____

FORT PIERCE
REDEVELOPMENT AGENCY

EXHIBIT "A"
FPRA PROPERTIES

FPRA Properties
Exhibit A

301 SOUTH OCEAN DRIVE & 306 HERNANDO ST

PARCEL ID: 2401-501-0109-000-9 & 2401-501-0112-000-3
CURRENT USE: TEMPORARY SURFACE PARKING
6,793 SQ FT
COST PER CUT $

125 & 201 FISHERMAN'S WHARF

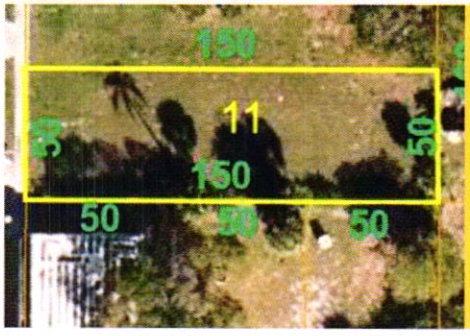
PARCEL ID: 2403-432-0002-000-4 & 2403-432-0003-000-1
CURRENT USE: SURFACE PARKING & BUILDING
19,495 SQ FT
COST PER CUT $

324 N 12TH ST

PARCEL ID: 2409-516-0043-000-8
CURRENT USE: VACANT LOT
6,534 SQ FT
COST PER CUT $

318 N 17TH ST

PARCEL ID: 2409-511-0016-000-5
CURRENT USE: VACANT LOT
7,405 SQ FT
COST PER CUT $



108 N 9TH ST

PARCEL ID: 2410-604-0049-000-4
CURRENT USE: VACANT LOT
7,405 SQ FT
COST PER CUT $

321 N 13TH ST, UNIT A/B

PARCEL ID: 2409-131-0001-000-1
CURRENT USE: VACANT LOT
7,405 SQ FT
COST PER CUT $

415 N 9TH ST

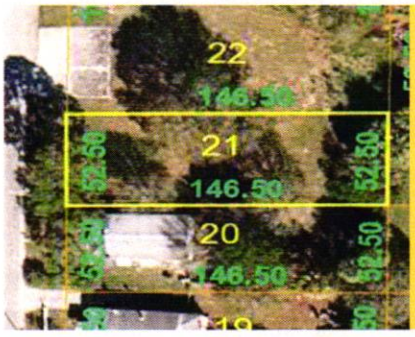
PARCEL ID: 2410-601-0034-000-7
CURRENT USE: VACANT LOT
5,009 SQ FT
COST PER CUT $

426 N 11TH ST

PARCEL ID: 2409-501-0173-000-2
CURRENT USE: VACANT LOT
5,227 SQ FT
COST PER CUT $

427 N 16TH ST

PARCEL ID: 2409-506-0038-000-9
CURRENT USE: VACANT LOT
7,840 SQ FT
COST PER CUT $

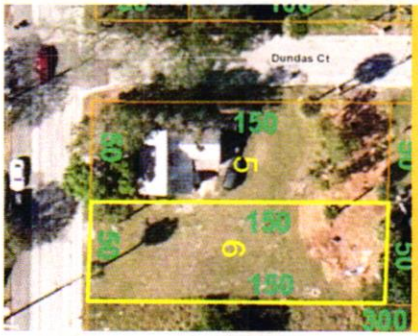


432 N 19TH ST

PARCEL ID: 2409-603-0072-000-7
CURRENT USE: VACANT LOT
7,840 SQ FT
COST PER CUT $

AVENUE I

PARCEL ID: 2404-812-0009-000-2
CURRENT USE: VACANT LOT
5,227 SQ FT
COST PER CUT $



AVENUE B

PARCEL ID: 2410-604-0134-000-7
CURRENT USE: VACANT LOT
7,405 SQ FT
COST PER CUT $

433 MEANS CT

PARCEL ID: 2409-501-0293-000-9
CURRENT USE: VACANT LOT
4,791 SQ FT
COST PER CUT $

434 N 15TH ST

PARCEL ID: 2409-503-0033-000-5
CURRENT USE: VACANT LOT
6,969 SQ FT
COST PER CUT $

513 N 20TH ST

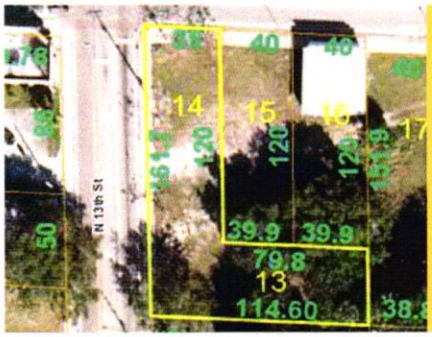
PARCEL ID: 2409-602-0222-000-1
CURRENT USE: VACANT LOT
6,534 SQ FT
COST PER CUT $

422 N 9TH ST

PARCEL ID: 2410-601-0046-000-4
CURRENT USE: VACANT LOT
7,405 SQ FT
COST PER CUT $

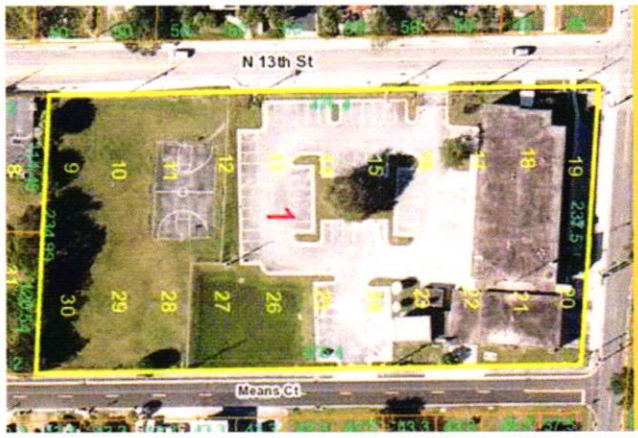
806 AVENUE E

PARCEL ID: 2410-601-0119-000-7
CURRENT USE: VACANT LOT
6,098 SQ FT
COST PER CUT $



1241 AVENUE D

PARCEL ID: 2409-501-0282-000-9
CURRENT USE: VACANT LOT
9,147 SQ FT
COST PER CUT $



532 N 13TH ST - MEANS COURT CENTER (TEMPORARY)

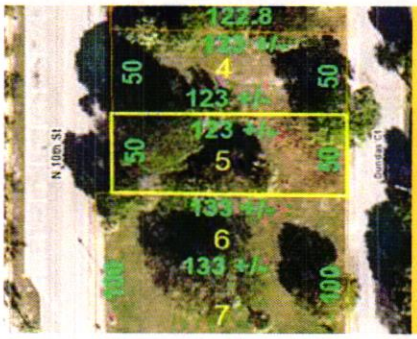
PARCEL ID: 2409-501-0011-000-9
CURRENT USE: MEANS COURT CENTER
54,639 SQ FT
COST PER CUT $

1212, 1213 & 1217 AVENUE D (3 PARCELS)

PARCEL ID: 2409-501-0258-000-2/2409-501-0257-000-5/
2409-501-0256-000-8
CURRENT USE: VACANT LOT (PROPOSED PARKING)
13,939 SQ FT
COST PER CUT $

DUNDAS CT

PARCEL ID:2403-711-0001-000-3
CURRENT USE: VACANT LOT
7,405 SQ FT
COST PER CUT $



DUNDAS CT

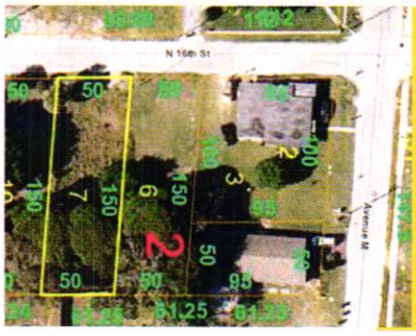
PARCEL ID: 2410-604-0156-000-7
CURRENT USE: VACANT LOT
6,098 SQ FT
COST PER CUT $

N 22ND ST

PARCEL ID: 2404-710-0017-000-8
CURRENT USE: VACANT LOT
6,969 SQ FT
COST PER CUT $

AVENUE M

PARCEL ID: 2404-801-0031-000-1
CURRENT USE: VACANT LOT
6,969 SQ FT
COST PER CUT $



1306 N 16TH ST

PARCEL ID: 2404-808-0021-000-9
CURRENT USE: VACANT LOT (PROPOSED PARKING)
7,405 SQ FT
COST PER CUT $

1134 & 1138 AVENUE D(2PARCELS)

PARCEL ID: 2409-501-0305-000-7/ 2409-501-0306-000-4
CURRENT USE: VACANT
10,498 SQ FT
COST PER CUT $

N 7TH ST (2PARCELS)

PARCEL ID: 2410-601-0182-000-9/2410-601-0183-000-6
CURRENT USE: MOORE'S CREK LINEAR PARK
30,927 SQ FT
COST PER CUT $

110 N 10TH ST & 900 ORANGE AVE & 910 ORANGE AVE (3 PARCELS)

PARCEL ID: 2410-604-0169-000-1/2410-604-0173-000-2/2410-604-0141-000-9
CURRENT USE: OLD ST. ANASTASIA
153,331 SQ FT
COST PER CUT $

312 N 13TH ST

PARCEL ID: 2409521-0007-000-0
CURRENT USE: VACANT
7,800 SQ FT
COST PER CUT $

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**FPRA PROPERTIES LAWN MOWING AND MAINTENANCE**
BID NUMBER:	**2025-020**
OPENING DATE:	3/13/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
16 of 28 = 57.14%
0 "No Bids"
Total = 57.14%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
J-MAC Cleaning Services *(Fort Pierce, FL)*	**$ 33,060.00**
D&R Landscaping & Lawnservices Inc *(Fort Pierce, FL)*	**$41,990.00** **NON-RESPONSIVE**
Mow 4 Less LLC. *(Fort Pierce, FL)*	**$42,750.00**
Ecommerce Florida LLC *(Boca Raton, FL)*	**$42,889.308** **NON-RESPONSIVE**
ESB Light *(Minneola, FL)*	**$44,211.37**
2nd Mile M.C. *(Palm Bay, Florida)*	**$46,550.00** **NON-RESPONSIVE**

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

Inshape Maint Inc *(Ocala, FL)*	**$46,698.00** **NON-RESPONSIVE**
Batallan Enterprises Inc. dba Property Works *(West Palm Beach, FL)*	**$52,250.00** **NON-RESPONSIVE**
Wilkinson Services, LLC *(Port Saint Lucie, FL)*	**$53,680.00** **NON-RESPONSIVE**
DEH Kingdom Management, Inc. *(Palm Beach Gardens, FL)*	**$54,978.52** **NONRESPONSIVE**
Sage Services Inc. *(Port Saint Lucie, FL)*	**$55,613.00** **NON-RESPONSIVE**
Curtis Landscaping and Tree Service LLC *(West Palm Beach, FL)*	**$60,230.00** **NON-RESPONSIVE**
M.T. & Sons Lawn Services & Pressure Washing LLC *(Fort Pierce, FL)*	**$74,825.00** **NON-RESPONSIVE**
Turf Design & Associates *(Riviera Beach, FL)*	**$75,000.00** **NON-RESPONSIVE**
J&J Lawn & Landscape *(Fort Pierce, FL)*	**$75,145.00** **NON-RESPONSIVE**
Mills Brothers Interior and Landscaping *(Vero Beach, FL)*	**$321,100.00** **NON-RESPONSIVE**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

April 11, 2025

RE: Bid No. 2025-020 – FPRA Properties Lawn Mowing and Maintenance
Notice of Non-Responsive Submission

To whom this may concern:

Thank you for your interest in doing business with the City of Fort Pierce and for your submission for **Bid No. 2025-020.** We appreciate the time and effort you invested in responding to this opportunity.

Upon the Purchasing Division's initial review of the bid submissions, it was determined that the proof of insurance requirement, as outlined in **Item No. 10 of Section III, Instructions to Bidders,** was not followed in it's entirety..

On **March 21, 2025**, the City sent out letters to all vendors requesting additional information in order to provide an opportunity for firms to meet the requirements mentioned above. After a thorough review of the information provided, your firm was marked as "non-responsive" due to one or both of the following reasons:

- Your firm's insurance coverage did not meet the minimum coverage(s) outlined in Section II of the Bid Document, **and** your insurance agent/broker did not specify your firm's intent to obtain **all** required insurance coverages for this project should you be awarded the bid.

- You provided a waiver or exemption from the Worker's Compensation Law. Worker's compensation is an insurance requirement of this bid.

Due to the factors detailed above, your submission did not fulfill the requirements set forth in the bid document and therefore were deemed non-responsive. This decision is made in accordance with **Section 2-439(a)(7)** of the City of Fort Pierce's Code of Ordinances and the General Conditions of the bid document which permits the City to reject, accept, or cancel any or all bids for good cause when such action is determined to be in the best interest of the City.

We encourage you to carefully review all bid requirements in future submissions to ensure full compliance. If you have any questions regarding this matter, please contact the Purchasing Division at (772) 467-3102. Thank you for your interest in doing business with the City of Fort Pierce. We look forward to seeing you participate in future bidding opportunities.

Sincerely,

Gelencia Carter

Gelencia Carter, MPA
Purchasing Manager

GC/mw

cc: Sara Delgado, Redevelopment Specialist
Shyanne Harnage, CRA Administrator

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	Bid No: 2025-020
Mandatory Pre-Bid Conference Date: N/A	Bid Title: FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, MARCH 13, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: J-Mac Cleaning Services Mailing Address: 1004 S 11th Street Fort Pierce, FL 34950	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Judy S Shepard Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce, FL 34950	Typed or Printed Name: Judy S Shepard
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: President
Incorporated in the State of: Year: 2011	Delivery in _____ days, ARO
Phone Number: (305) 793-7344	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 27-4695598
E-Mail Address: jmaccleaningservice@gmail.com	Local Business: ✓Y ___N MWBE: ___Y ___N
Bid Security is attached when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

J-MAC Cleaning Services does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

Bidder's Signature

3/13/25
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Broward

Judy S Shepard, being first duly sworn, deposes and says:

That he is Judy S Shepard
(a partner or officer of the firm, etc.)

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

J-MAC Cleaning Services
(Firm Name)

By: Judy S Shepard

Title: President

Subscribed and sworn to before me this 13th
day of, March 2025.

Notary Public

My Commission expires: (Seal)

4/25/27

RYAN BAMMEL
Notary Public State of Florida
Commission # HH 382601
My comm. expires April 25, 2027

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Judy J Shepard / President
(Print individual's name and title)
for J-MAC Cleaning Services
whose business address is 3201 NW 97th Street, Miami, FL 33147

(If applicable) its Federal Employer Identification Number (FEIN) is 27-2695598

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

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

5. 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 submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

3/13/25
_____
(Date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority Judy Shepard
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this 13th day ~~of~~ 13th of March, 2025.

(NOTARY PUBLIC)

My Commission Expires: 4/25/2027

RYAN BAMMEL
Notary Public State of Florida
Commission# HH 382801
My comm. expires April 25, 2027

E-VERIFY
AFFIRMATION STATEMENT

Description: FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Respondent to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Respondent enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Respondent shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: J-MAC Cleaning Services

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: President

Date: 3/13/25

STATE OF FLORIDA
COUNTY OF Broward

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 13 day of March, 2025 by Judy Shepard, who is

☐ personally known or ☑ produced identification (ID produced: Florida Driver License).

Signature: [signature] (Seal)

NOTARY PUBLIC

My Commission Expires: 4/25/2027

RYAN BAMINEL
State of Florida
HH 362801
April 25, 2027

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: J-MAC Cleaning Services

Respondent's Authorized Representative Name and Title: Judy Shepard / President

Address: 3201 NW 97th Street

City: Miami State: FL Zip: 33147

Phone Number: (305)693-7344 Respondent FEIN: 27-4695598

Email Address: Jmaccleaningservice@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal/bid 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, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: J-MAC Cleaning Services

Authorized Representative's Name and Title: Jeremiah Sheffield

Address: 1004 S 11th Street

City: Fort Pierce State: FL Zip Code: 34950

Phone Number: (754) 214-7663 Email Address:

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use 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 services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Jeremiah Sheffield/CEO 3/13/25
Authorized Signature Printed Name and Title Date

Affidavit – Use of Coercion for Labor or Services Form

Judy Shepard

STATE OF FLORIDA
COUNTY OF Broward

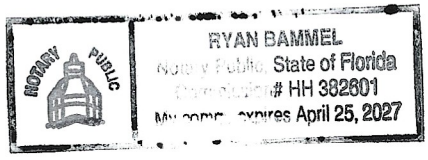
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 13 day of March, 2025 by Judy Shepard, who is

☐ personally known or
☑ produced identification (ID produced: Florida Driver License).

Notary Public Signature: _____ (Seal)

Print Name: Ryan Bammel

My Commission Expires 4/25/2027



February 19, 2025

CITY OF FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

BID NO. 2025-020

ADDENDUM NO. 1

The purpose of this addendum is to make a revision to the Scope of Work for this project. Please disregard the property located at the address below from the FPRA Properties listed in Exhibit A.

532 N. 13th Street – Means Court Center

We will no longer be maintaining this lot as it is now the tenant's responsibility. Please see the revised Bid Response Form in the following pages.

All other conditions of this proposal remain the same.

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

Signature: _____

Signature: Judy Shepard (Manual)

Typed or Printed

Company Name: J-Mac Cleaning Services

Address: 3201 NW 97th Street

Miami, FL 33147

Date: 3/13/25

/mw

Attachments: Revised Bid Response Form

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Judy S Shepard

Business name/disregarded entity name, if different from above
J-MAC Cleaning Services

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
7675 LaSalle Blvd

Requester's name and address (optional)

City, state, and ZIP code
Miramar, FL 33023

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
27-4695598

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Judy S Shepard Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

REFERENCES

BID NO. 2025-020
FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	John Saavedra / Manager
Email Address	JSaavedra@FortLauderdale.gov
Phone No.	(954) 828-5452
Company Name	City of Fort Lauderdale
Mailing Address	101 NE 3rd Ave, Suite 1650
City, State, Zip	Fort Lauderdale, FL 33301
Description of Work	Cut Lawn, Edge, hedge, trim, weedeat, pick up and empty trash, mulch, cut limbs clean Bathrooms, Line trim
Contact Person & Title	Semolina Stephens / Superintendent
Email Address	stephens@mydelraybeach.com
Phone No.	(561) 243-7261
Company Name	City of Delray
Mailing Address	100 NW 1st Ave Delray
City, State, Zip	Delray Beach, FL 33444
Description of Work	Mow med, GMS, AM & S wells, Edge, hedge, Line trim, weedeat, cut limbs and trash Removal

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Have you read the Bid Document in its entirety?	✓	
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Are you registered on Demandstar to receive addendums?	✓	
Include proof of insurance as stated in bid documents.	✓	
Are all the Required forms complete and included?	✓	
Have you checked your bid for proper organization, tabs are correct?	✓	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy.	✓	✓
Did you submit your bid electronically?	✓	
Have you made sure your corporate address matches your Sunbiz information?	✓	
Is each Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Jack SSL PE

REVISED

BID RESPONSE FORM

Bid Item	FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)		
Bid Number	2025-020	Due Date & Time	3:00 PM, THURSDAY, MARCH 13, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
301 South Ocean Drive. and 306 Hernando Street	2401-501-0109-000-9 2401-501-0112-000-3	$ 40	$ 760
125 Fisherman's Wharf 201 Fisherman's Wharf	2403-4320-002-000-4 2403-432-0003-000-1	$ 80	$ 1520
324 N. 12th Street	2409-516-0043-000-8	$ 40	$ 760
318 N.17th Street	2409-511-0016-000-5	$ 40	$ 760
108 N. 9th Street	2410-604-0049-000-4	$ 40	$ 760
321 N. 13th Street , Unit A/B	2409-131-0001-000-1	$ 40	$ 760
415 N. 9th Street	2410-601-0034-000-7	$ 40	$ 760
426 N. 11th Street	2409-501-0173-000-2	$ 40	$ 760
427 N. 16th Street	2409-506-0038-000-9	$ 40	$ 760
432 N. 19th Street	2409-603-0072-000-7	$ 40	$ 760
Avenue I	2404-812-0009-000-2	$ 40	$ 760
Avenue B	2410-604-0134-000-7	$ 40	$ 760
433 Means Court	2409-501-0293-000-9	$ 40	$ 760
434 N. 15th Street	2409-503-0033-000-5	$ 40	$ 760
513 N. 20th Street	2409-602-0222-000-1	$ 40	$ 760
		PAGE 1 TOTAL	$ 12,160

REVISED

BID RESPONSE FORM

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
422 N 9th Street	2410-601-0046-000-4	$ 40	$ 760
806 Avenue E	2410-601-0119-000-7	$ 40	$ 760
1241 Avenue D	2409-501-0282-000-9	$ 40	$ 760
1212 Avenue D, 1213 Avenue D, and 1217 Avenue D	2409-501-0258-000-2 2409-501-0257-000-5 2409-501-0256-000-8	$ 80	$ 1520
Dundas Court	2403-711-0001-000-3	$ 40	$ 760
Dundas Court	2410-604-0156-000-7	$ 40	$ 760
N. 22nd Street	2404-710-0017-000-8	$ 40	$ 760
Avenue M	2404-801-0031-000-1	$ 40	$ 760
1306 N. 16th Street	2404-808-0021-000-9	$ 40	$ 760
1134 Avenue D and 1138 Avenue D	2409-501-0305-000-7 2409-501-0306-000-4	$ 40	$ 760
N. 7th Street (2 Parcels)	2410-601-0182-000-9 2410-601-0183-000-6	$ 120	$ 2280
110 N Street, 900 Orange Avenue, and 910 Orange Avenue	2410-604-0169-000-1 2410-604-0173-000-2 2410-604-0141-000-9	$ 500	$ 9500
312 N. 13th Street	2409-521-0007-000-0	$ 40	$ 760
		PAGE 2 TOTAL	$ 29,900

TOTAL BID COST ***(PAGE 1 TOTAL + PAGE 2 TOTAL)***	**$** 33,060

REVISED

BID RESPONSE FORM

VENDOR INFORMATION

Vendor Name: J-MAC Cleaning Services

Address: 3201 N.W. 97th Street

City, State, Zip Code: Miami, FL, 33147

Email Address: JMACcleaningservice@gmail.com

Typed Name & Title: Judy S Shepard / President

Signature: Judy S Shepard Date: 3/13/25

Telephone No.: (305) 793-7544 Fax No.:

Please include remit to address if address is different than address stated above.

(*Remit To:
1004 S 11th Street
Fort Pierce, FL 34950

Check the box below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	✓
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	✓
Small Disadvantage Business	

February 26, 2025

CITY FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)

BID NO. 2025-020

ADDENDUM NO. 2

The purpose of this addendum is to address inquiries submitted by potential bidders and revise the scope of work by adding contract terms to Section IV, titled 'Statement of Work'.

QUESTIONS / ANSWERS

1. **QUESTION:** Are there any incumbent contractors performing this work? If so, can you share their contract number or performance details? Who is the incumbent?
   ANSWER: **We are currently utilizing our Public Works Department to maintain our properties**

2. **QUESTION:** Is there a preferred format for the technical and pricing proposals? **if not specified**
   ANSWER: **No, please see the Bid Response Form, Pages 34 and 35.**

3. **QUESTION:** Is there a government-estimated budget or Independent Government Cost Estimate available?
   ANSWER: **No, there isn't. We will choose the lowest responsive bidder.**

4. **QUESTION:** When do you anticipate awarding the contract, and what is the expected start date?
   ANSWER: **June 2025 at the latest. Services could start sooner, depending on the approval process.**

5. **QUESTION:** Will there be a debriefing opportunity if we are not selected for an award?
   ANSWER: **This is a request for bids. The results will be published on both the City and Demandstar websites no later than 10 days after the bid opening. The results will be presented in a bid tabulation, which summarizes the bids received, listed by price from lowest to highest.**

6. **QUESTION:** What are the factors that led to the decision to rebid rather than award the previous solicitation?
   ANSWER: **There were a few reasons, but the main reason as to why we could not award was because none of the submissions included Pollution Liability Insurance. This is one of the requirements in the insurance section.**

7. **QUESTION:** Were pricing concerns a significant factor in the decision not to award the previous solicitation?
   ANSWER: **No.**

8. **QUESTION:** Were there specific issues with prior submissions that bidders should address in this round?
   ANSWER: **Make sure all required documents are provided once submitted.**

9. **QUESTION:** Any changes to requirements or evaluation criteria in this rebid compared to the original solicitation?
   ANSWER: **There were changes to Section I and Section II.**

10. **QUESTION:** When was the last award?
    ANSWER: **August 2023**

11. **QUESTION:** What was the price lump sum and line items prices for the prior contract?
    ANSWER: **$47,975.00**

ADDITION TO SECTION IV, STATEMENT OF WORK:

CONTRACT TERMS

The terms of this agreement will be for **one year (1) with two one-year renewal options**, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

All other conditions of this bid remain the same.

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

Signature: Judy S Shepard
Manual

Signature: Judy S Shepard
Typed or Printed

Company Name: J-MAC Cleaning Services

Address: 3201 NW 97th Street
Miami, FL 33147

Date: 3/13/25

/mw

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lieah Zullo	
First Choice Insurance Solutions 5812 Stirling Road Hollywood, FL 33021	PHONE (A/C, No, Ext): 954-923-0906	FAX (A/C, No): 954-775-2882
	E-MAIL ADDRESS: commercial@fcisinc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
J-Mac Cleaning Services, Inc 3201 NW 97 Street Miami, FL 33147	INSURER A : Progressive Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✖ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✖ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✖ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	PGR973095820	06/22/2024	06/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
DEREK RUIZ

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original

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	Bid No: 2025-020
Mandatory Pre-Bid Conference Date: N/A	Bid Title: FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, MARCH 13, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Mow 4Less LLC. Mailing Address: 308 S. 30 St Fort Pierce Fl. 34947	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Andrew Kissoon Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce Fl. 34947	Typed or Printed Name: Andrew Kissoon
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: owner
Incorporated in the State of: Fl Year: 2013	Delivery in _____ days, ARO
Phone Number: 772-201-7655	Payment Terms: Net 30 Days
Fax Number: 772-595-6505	FEIN or SS Number: 46-2009882
E-Mail Address: Mow4Less.AK@gmail.com	Local Business: ✓ Y ___ N MWBE: ___ Y ___ N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Mow 4 Less LLC. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

Bidder's Signature

2-19-25
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Andrew Kissoon, being first duly sworn, deposes and says:

That he is owner
(a partner or officer of the firm, etc.)

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

MOW 4 LESS LLC.
(Firm Name)

By: [signature]

Title: owner

Subscribed and sworn to before me this _____

day of , _____ 202__.

_____
Notary Public

My Commission expires: (Seal)

_____

Clear Form

Jurat Certificate

WELLS FARGO

State of Florida

County of **Saint Lucie**

Sworn to (or affirmed) and subscribed before me this **04** day of **March**, 20 **25**, by means of ☒ physical presence or ☐ online notarization **Andrew Kissoon** (name of person making statement).

☐ Personally known to me

☒ Produced Identification

Type of Identification Produced **Driver License**

Notary Signature

Title **Notary Public**

My appointment expires **05/19/2027**

Place Seal Here

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

Description of Attached document

Type or Title of Document

non -collusion affidavit for prime bidder

Document Date

03/04/2024

Number of Pages

1

Signer(s) Other Than Named Above

none

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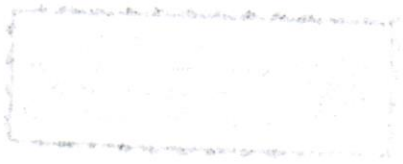

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Andrew Kissoon, owner
(Print individual's name and title)
for Mow 4 Less LLC.
whose business address is 308 S. 30 St. Fort Pierce Fl. 34947
(If applicable) its Federal Employer Identification Number (FEIN) is 46-2009882

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

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

5. 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 submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH **1** (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

3-4-25
(Date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

Clear Form

Jurat Certificate

WELLS FARGO

State of Florida

County of **Saint Lucie**

Sworn to (or affirmed) and subscribed before me this **04** day of **March**, 20 **25**, by means of ☒ physical presence or ☐ online notarization **Andrew Kissoon** (name of person making statement).

☐ Personally known to me

☒ Produced Identification

Type of Identification Produced **Driver License**

Notary Signature

Title **Notary Public**

My appointment expires **05/19/2027**

Place Seal Here

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027

Description of Attached document

Type or Title of Document

public entity crimes affidavit

Document Date

03/04/2024

Number of Pages

1

Signer(s) Other Than Named Above

none

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E-VERIFY
AFFIRMATION STATEMENT

Description: FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Respondent to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Respondent enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Respondent shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Mow 4 less LLC.

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: owner

Date: 3-4-25

STATE OF FLORIDA
COUNTY OF St lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 4 day of March, 2025 by Andrew Kissoon, who is

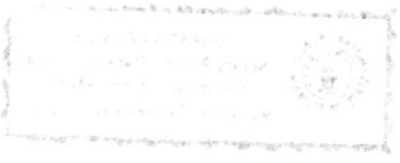
☐ personally known or ☑ produced identification (ID produced: Driver license).

Signature: [signature] (Seal)

NOTARY PUBLIC

My Commission Expires: 05/19/2027

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027



CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Mow 4 Less LLC.

Respondent's Authorized Representative Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip: 34947

Phone Number: 772-201-7655 Respondent FEIN: 46-2009882

Email Address: Mow4Less.AK@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal/bid 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, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Mow 4 Less LLC.

Authorized Representative's Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip Code: 34947

Phone Number: 772-201-7655 Email Address: Mow4less.AK@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use 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 services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [signature] Andrew Kissoon 3-14-25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 4 day of March, 2025 by _____, who is

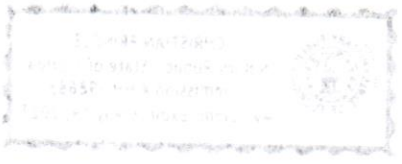
☐ personally known or
☑ produced identification (ID produced: Driver license).

Notary Public Signature: _____ (Seal)

Print Name: Christian Pringle

My Commission Expires 05/19/2027

CHRISTIAN PRINGLE
Notary Public - State of Florida
Commission # HH 398685
My Comm. Expires May 19, 2027



REFERENCES

BID NO. 2025-020
FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	Dereck Moore
Email Address	MooreDe@stLucieco.org
Phone No.	772-267-0907
Company Name	St. Lucie County Road + Bridge
Mailing Address	3071 Oleander Ave.
City, State, Zip	Fort Pierce Fl. 34982
Description of Work	Mowing services
Contact Person & Title	Peggy Arraiz
Email Address	parraiz@cityoffortpierce.com
Phone No.	772-467-3148
Company Name	city of Fort Pierce
Mailing Address	100 N US HWY 1
City, State, Zip	Fort Pierce Fl. 34950
Description of Work	Mowing Services

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Have you read the Bid Document in its entirety?	✓	
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Are you registered on Demandstar to receive addendums?	✓	
Include proof of insurance as stated in bid documents.	✓	
Are all the Required forms complete and included?	✓	
Have you checked your bid for proper organization, tabs are correct?	✓	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy.	✓	
Did you submit your bid electronically?		✓
Have you made sure your corporate address matches your Sunbiz information?	✓	
Is each Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Shawn Allen

February 26, 2025

CITY FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)

BID NO. 2025-020

ADDENDUM NO. 2

The purpose of this addendum is to address inquiries submitted by potential bidders and revise the scope of work by adding contract terms to Section IV, titled 'Statement of Work'.

QUESTIONS / ANSWERS

1. **QUESTION**: Are there any incumbent contractors performing this work? If so, can you share their contract number or performance details? Who is the incumbent?
   ANSWER: **We are currently utilizing our Public Works Department to maintain our properties**

2. **QUESTION**: Is there a preferred format for the technical and pricing proposals? **if not specified**
   ANSWER: **No, please see the Bid Response Form, Pages 34 and 35.**

3. **QUESTION**: Is there a government-estimated budget or Independent Government Cost Estimate available?
   ANSWER: **No, there isn't. We will choose the lowest responsive bidder.**

4. **QUESTION**: When do you anticipate awarding the contract, and what is the expected start date?
   ANSWER: **June 2025 at the latest. Services could start sooner, depending on the approval process.**

5. **QUESTION**: Will there be a debriefing opportunity if we are not selected for an award?
   ANSWER: **This is a request for bids. The results will be published on both the City and Demandstar websites no later than 10 days after the bid opening. The results will be presented in a bid tabulation, which summarizes the bids received, listed by price from lowest to highest.**

6. **QUESTION**: What are the factors that led to the decision to rebid rather than award the previous solicitation?
   ANSWER: **There were a few reasons, but the main reason as to why we could not award was because none of the submissions included Pollution Liability Insurance. This is one of the requirements in the insurance section.**

7. **QUESTION**: Were pricing concerns a significant factor in the decision not to award the previous solicitation?
   ANSWER: **No.**

8. **QUESTION:** Were there specific issues with prior submissions that bidders should address in this round?
   ANSWER: **Make sure all required documents are provided once submitted.**

9. **QUESTION:** Any changes to requirements or evaluation criteria in this rebid compared to the original solicitation?
   ANSWER: **There were changes to Section I and Section II.**

10. **QUESTION:** When was the last award?
    ANSWER: **August 2023**

11. **QUESTION:** What was the price lump sum and line items prices for the prior contract?
    ANSWER: **$47,975.00**

ADDITION TO SECTION IV, STATEMENT OF WORK:

CONTRACT TERMS

The terms of this agreement will be for **one year (1) with two one-year renewal options**, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

All other conditions of this bid remain the same.

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

Signature: Andrew Kissoon
Manual

Signature: Andrew Kissoon
Typed or Printed

Company Name: Mow 4 less LLC.

Address: 308 S. 30 St.
Fort Pierce Fl. 34947

Date: 2-26-25

/mw

February 19, 2025

CITY OF FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

BID NO. 2025-020

ADDENDUM NO. 1

The purpose of this addendum is to make a revision to the Scope of Work for this project. Please disregard the property located at the address below from the FPRA Properties listed in Exhibit A.

532 N. 13th Street – Means Court Center

We will no longer be maintaining this lot as it is now the tenant's responsibility. Please see the revised Bid Response Form in the following pages.

All other conditions of this proposal remain the same.

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

Signature: _____
Manual

Signature: Andrew Kissoon
Typed or Printed

Company Name: Mow 4 Less LLC

Address: 308 S. 30 St.

Fort Pierce Fl. 34947

Date: 2-19-25

/mw

Attachments: Revised Bid Response Form

REVISED

BID RESPONSE FORM

Bid Item	FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)		
Bid Number	2025-020	Due Date & Time	3:00 PM, THURSDAY, MARCH 13, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
301 South Ocean Drive. and 306 Hernando Street	2401-501-0109-000-9 2401-501-0112-000-3	$ 80.00	$ 1,520.00
125 Fisherman's Wharf 201 Fisherman's Wharf	2403-4320-002-000-4 2403-432-0003-000-1	$ 80.00	$ 1,520.00
324 N. 12th Street	2409-516-0043-000-8	$ 75.00	$ 1,425.00
318 N.17th Street	2409-511-0016-000-5	$ 75.00	$ 1,425.00
108 N. 9th Street	2410-604-0049-000-4	$ 75.00	$ 1,425.00
321 N. 13th Street , Unit A/B	2409-131-0001-000-1	$ 75.00	$ 1,425.00
415 N. 9th Street	2410-601-0034-000-7	$ 60.00	$ 1,140.00
426 N. 11th Street	2409-501-0173-000-2	$ 60.00	$ 1,140.00
427 N. 16th Street	2409-506-0038-000-9	$ 60.00	$ 1,140.00
432 N. 19th Street	2409-603-0072-000-7	$ 60.00	$ 1,140.00
Avenue I	2404-812-0009-000-2	$ 60.00	$ 1,140.00
Avenue B	2410-604-0134-000-7	$ 65.00	$ 1,235.00
433 Means Court	2409-501-0293-000-9	$ 65.00	$ 1,235.00
434 N. 15th Street	2409-503-0033-000-5	$ 65.00	$ 1,235.00
513 N. 20th Street	2409-602-0222-000-1	$ 65.00	$ 1,235.00
		PAGE 1 TOTAL	$ 19,380.00

REVISED

BID RESPONSE FORM

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
422 N 9th Street	2410-601-0046-000-4	$ 65.00	$ 1,235.00
806 Avenue E	2410-601-0119-000-7	$ 65.00	$ 1,235.00
1241 Avenue D	2409-501-0282-000-9	$ 65.00	$ 1,235.00
1212 Avenue D, 1213 Avenue D, and 1217 Avenue D	2409-501-0258-000-2 2409-501-0257-000-5 2409-501-0256-000-8	$ 225.00	$ 4,275.00
Dundas Court	2403-711-0001-000-3	$ 65.00	$ 1,235.00
Dundas Court	2410-604-0156-000-7	$ 65.00	$ 1,235.00
N. 22nd Street	2404-710-0017-000-8	$ 65.00	$ 1,235.00
Avenue M	2404-801-0031-000-1	$ 65.00	$ 1,235.00
1306 N. 16th Street	2404-808-0021-000-9	$ 65.00	$ 1,235.00
1134 Avenue D and 1138 Avenue D	2409-501-0305-000-7 2409-501-0306-000-4	$ 80.00	$ 1,520.00
N. 7th Street (2 Parcels)	2410-601-0182-000-9 2410-601-0183-000-6	$ 90.00	$ 1,710.00
110 N Street, 900 Orange Avenue, and 910 Orange Avenue	2410-604-0169-000-1 2410-604-0173-000-2 2410-604-0141-000-9	$ 250.00	$ 4,750.00
312 N. 13th Street	2409-521-0007-000-0	$ 65.00	$ 1,235.00
		PAGE 2 TOTAL	$ 23,310.00

TOTAL BID COST ***(PAGE 1 TOTAL + PAGE 2 TOTAL)***	**$** 42,750.00

REVISED

BID RESPONSE FORM

VENDOR INFORMATION

Vendor Name: Mow 4 Less LLC

Address: 308 S. 30 St.

City, State, Zip Code: Fort Pierce Fl. 34947

Email Address: Mow4Less.AK@gmail.com

Typed Name & Title: Andrew Kissoon

Signature: [signature] Date: 2-19-25

Telephone No.: 772-201-7655 Fax No.: 772-595-6505

Please include remit to address if address is different than address stated above.

(*Remit To:

Check the box below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	✓
Women Owned	
Small Disadvantage Business	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mow 4 Less Lawn Care LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

308 S 30 St

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Pierce FL. 34947

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	2	0	0	9	8	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 3-1-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: Mow 4 Less Lawn Care LLC

Business Location: 308 S 30TH ST
Fort Pierce, FL 34947

Owner:

License Number: CU-2024-000999

Issued Date: 10/1/2024

Expiration Date: 10/1/2025

Approved Business Use: Lawn Services

Mailing Address: 308 S 30TH ST
Fort Pierce, FL 34947

License Type: Certificate of Use

Classification: Home-based Certificate of Use

Fees Paid: $75.00

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anthony Agrillo	
Agrillo Insurance Agency	PHONE (A/C, No, Ext): 772-287-1560	FAX (A/C, No):
49 SW Monterey Rd.	E-MAIL ADDRESS: tony@agrilloins.com	
Stuart, Fl. 34994	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Burlington Insurance Company	23620
INSURED	INSURER B: Progressive Express Ins.	10193
MOW 4 LESS LAWN CARE LLC	INSURER C: Florida Citrus,Business & Industries Fund (FCBI)	31259
308 S. 30TH STREET	INSURER D:	
Fort Pierce,Fl.34957	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 37-26-19-8-1 **REVISION NUMBER:** updated Auto,GL,WC

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			164B568547	09/26/2024	09/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			02484203-11	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10664799-2024	10/04/2024	10/04/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Lawn maintenance;tree trimming from the ground-up :Project :

1.As respect to the Insured's General Liability (GL) Insurance # 164B567585 policy terms,definitions & exclusions;it includes the Blanket Additional Insured;to the benefit of said Certificate Holder; an executed written agreement prior to loss .
See the attached Burlington Insurance endorsement terms & conditions (form # CG 20 33 12 19)

CERTIFICATE HOLDER

City of Fort Pierce

P.O. Box 1480
Fort Pierce, Florida 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

11/04/2024

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DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	**Bid No: 2025-020**
Mandatory Pre-Bid Conference Date: **N/A**	**Bid Title: FPRA PROPERTIES LAWN MOWING AND MAINTENANCE (REBID)**
Mandatory Pre-Bid Conference Location: **N/A**	**Bid Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, THURSDAY, MARCH 13, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.**
Bidder Name: ESB Light LLC --- **Mailing Address:** 1902 HOLDEN RIDGE LANE --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X** _____ **Authorized Signature (Manual)**
City, State, Zip Code: MINNEOLA, FL 34715	**Typed or Printed Name:** Mauro Bialkowski
Type of Entity (Select one): **Corporation** ____ **Partnership** ✓ **Proprietorship** ____	**Title:** CEO
Incorporated in the State of: Florida **Year:** 2020	**Delivery in** _____ **days, ARO**
Phone Number: (352) 223-1079	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address: mauro@esblightusa.com	**Local Business:** ___Y ✓N **MWBE:** ✓Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

ESB Light LLC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

Bidder's Signature

03/11/2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Lake

Mauro Bialkowski, being first duly sworn, deposes and says:

That he is CEO
(a partner or officer of the firm, etc.)

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

ESB Light LLC
(Firm Name)

By: _____

Title: CEO

Subscribed and sworn to before me this 10TH
day of, MARCH 2025.

_____
Notary Public

My Commission expires: (Seal) 07/11/2027

THEODORE T. STRACHAN
Notary Public, State of Florida
Commission# HH 420351
My comm. expires July 11, 2027

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Mauro Bialkowski, CEO
(Print individual's name and title)
for ESB Light LLC
whose business address is 1902 HOLDEN RIDGE LANE MINNEOLA, FL 34715
(If applicable) its Federal Employer Identification Number (FEIN) is 35-2702728

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

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

5. 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 submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

03-10-2025
(Date)

STATE OF Florida

COUNTY OF Lake

PERSONALLY APPEARED BEFORE ME, the undersigned authority Mauro Bialkowski
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 10TH of MARCH, 20 25.

NOTARY PUBLIC
THEODORE T. STRACHAN
Notary Public, State of Florida
Commission# HH 420351
My comm. expires July 11, 2027

(NOTARY PUBLIC)

My Commission Expires: 07/11/2027.

E-VERIFY
AFFIRMATION STATEMENT

Description: FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Respondent to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Respondent enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Respondent shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name ESB Light LLC

Authorized Company Person's Signature: _____

Authorized Company Person's Title: CEO

Date: 03-10-2025

STATE OF FLORIDA
COUNTY OF Lake
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 10TH day of MARCH, 2025 by MAURO BIALKOWSKI, who is

☐ personally known or ☑ produced identification (ID produced: FL DRIVER'S LICENSE).

Signature: _____ (Seal)
NOTARY PUBLIC

My Commission Expires: 07/11/2027.

THEODORE T. STRACHAN
Notary Public, State of Florida
Commission# HH 420351
My comm. expires July 11, 2027

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: ESB Light LLC

Authorized Representative's Name and Title: Mauro Bialkowski CEO

Address: 1902 HOLDEN RIDGE LANE

City: MINNEOLA State: FLORIDA Zip Code: 34715

Phone Number: (352) 223-1079 Email Address: mauro@esblightusa.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use 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 services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Mauro Bialkowski CEO 3-10-2025
Authorized Signature Printed Name and Title Date

Affidavit – Use of Coercion for Labor or Services Form

STATE OF FLORIDA
COUNTY OF Lake

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 10TH day of MARCH, 2025 by Mauro Bialkowski, who is

☐ personally known or
☑ produced identification (ID produced: FL DRIVER'S LICENSE).

Notary Public Signature: _____ (Seal)

Print Name: THEODORE T. STRACHAN

My Commission Expires 07/11/2027.

NOTARY PUBLIC
THEODORE T. STRACHAN
Notary Public, State of Florida
Commission# HH 420351
My comm. expires July 11, 2027

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: ESB Light LLC

Respondent's Authorized Representative Name and Title: Mauro Bialkowski CEO

Address: 1902 HOLDEN RIDGE LANE

City: MINNEOLA State: FLORIDA Zip: 34715

Phone Number: (352) 223-1079 Respondent FEIN: 35-2702728

Email Address: mauro@esblightusa.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal/bid 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, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: ESB Light LLC

Authorized Representative's Name and Title: Mauro Bialkowski CEO

Address: 1902 HOLDEN RIDGE LANE

City: MINNEOLA State: FLORIDA Zip Code: 34715

Phone Number: (352) 223-1079 Email Address: mauro@esblightusa.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use 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 services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Mauro Bialkowski CEO 03/11/2025

Authorized Signature | Printed Name and Title | Date

REFERENCES

BID NO. 2025-020
FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	Milton Balser
Email Address	milt.balser@gmail.com
Phone No.	646-641-7256
Company Name	Milton Balser
Mailing Address	910 Holly Blossom Ct
City, State, Zip	Great Falls, VA 22066
Description of Work	Mowing, blowing, trimming, edging, pruning, mulching, fertilizing
Contact Person & Title	David Reimuller
Email Address	reimuller@verizon.net
Phone No.	703-759-2815
Company Name	David Reimuller
Mailing Address	923 Hariman St
City, State, Zip	Great Falls, VA 22066
Description of Work	Mowing, blowing, trimming, edging, pruning, mulching, fertilizing

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ESB LIGHT LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☑ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1902 HOLDE RIDGE LANE

Requester's name and address (optional)

6 City, state, and ZIP code

MINNEOLA - FL 34715

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	5	–	2	7	0	2	7	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 06/28/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

February 19, 2025

CITY OF FORT PIERCE

FPRA PROPERTIES LAWN MOWING AND MAINTENANCE

BID NO. 2025-020

ADDENDUM NO. 1

The purpose of this addendum is to make a revision to the Scope of Work for this project. Please disregard the property located at the address below from the FPRA Properties listed in Exhibit A.

532 N. 13th Street – Means Court Center

We will no longer be maintaining this lot as it is now the tenant's responsibility. Please see the revised Bid Response Form in the following pages.

All other conditions of this proposal remain the same.

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

Signature: _____

Manual

Signature: _____

Mauro Bialkowski

Typed or Printed

Company Name: ESB Light LLC

Address: 1902 HOLDEN RIDGE LANE MINNEOLA, FL 34715

Date: 03/11/2025

/mw

Attachments: Revised Bid Response Form

REVISED

BID RESPONSE FORM

Bid Item	FPRA PROPERTY LAWN MOWING AND MAINTENANCE (REBID)		
Bid Number	2025-020	Due Date & Time	3:00 PM, THURSDAY, MARCH 13, 2025

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
301 South Ocean Drive. and 306 Hernando Street	2401-501-0109-000-9 2401-501-0112-000-3	$ 45.90	$ 872.10
125 Fisherman's Wharf 201 Fisherman's Wharf	2403-4320-002-000-4 2403-432-0003-000-1	$ 97.20	$ 1,846.80
324 N. 12th Street	2409-516-0043-000-8	$ 45.90	$ 872.10
318 N.17th Street	2409-511-0016-000-5	$ 45.90	$ 872.10
108 N. 9th Street	2410-604-0049-000-4	$ 48.11	$ 914.17
321 N. 13th Street , Unit A/B	2409-131-0001-000-1	$ 45.90	$ 872.10
415 N. 9th Street	2410-601-0034-000-7	$ 45.90	$ 872.10
426 N. 11th Street	2409-501-0173-000-2	$ 45.90	$ 872.10
427 N. 16th Street	2409-506-0038-000-9	$ 45.90	$ 872.10
432 N. 19th Street	2409-603-0072-000-7	$ 45.90	$ 872.10
Avenue I	2404-812-0009-000-2	$ 45.90	$ 872.10
Avenue B	2410-604-0134-000-7	$ 45.90	$ 872.10
433 Means Court	2409-501-0293-000-9	$ 45.90	$ 872.10
434 N. 15th Street	2409-503-0033-000-5	$ 45.90	$ 872.10
513 N. 20th Street	2409-602-0222-000-1	$ 45.90	$ 872.10
		PAGE 1 TOTAL	$ 14,098.27

REVISED

BID RESPONSE FORM

Address	Parcel ID	Cost Per Cut	Total Cost (19 cuts x Cost Per Cut)
422 N 9th Street	2410-601-0046-000-4	$ 45.90	$ 872.10
806 Avenue E	2410-601-0119-000-7	$ 45.90	$ 872.10
1241 Avenue D	2409-501-0282-000-9	$ 45.90	$ 872.10
1212 Avenue D, 1213 Avenue D, and 1217 Avenue D	2409-501-0258-000-2 2409-501-0257-000-5 2409-501-0256-000-8	$ 140.40	$ 2,667.60
Dundas Court	2403-711-0001-000-3	$ 45.90	$ 872.10
Dundas Court	2410-604-0156-000-7	$ 45.90	$ 872.10
N. 22nd Street	2404-710-0017-000-8	$ 45.90	$ 872.10
Avenue M	2404-801-0031-000-1	$ 45.90	$ 872.10
1306 N. 16th Street	2404-808-0021-000-9	$ 45.90	$ 872.10
1134 Avenue D and 1138 Avenue D	2409-501-0305-000-7 2409-501-0306-000-4	$ 91.80	$ 1,744.20
N. 7th Street (2 Parcels)	2410-601-0182-000-9 2410-601-0183-000-6	$ 151.20	$ 2,872.80
110 N Street, 900 Orange Avenue, and 910 Orange Avenue	2410-604-0169-000-1 2410-604-0173-000-2 2410-604-0141-000-9	$ 788.40	$ 14,979.60
312 N. 13th Street	2409-521-0007-000-0	$ 45.90	$ 872.10
PAGE 2 TOTAL			$ 30,113.10

TOTAL BID COST ***(PAGE 1 TOTAL + PAGE 2 TOTAL)***	**$** 44,211.37

REVISED

BID RESPONSE FORM

VENDOR INFORMATION

Vendor Name: ESB Light LLC

Address: 1902 HOLDEN RIDGE LANE

City, State, Zip Code: MINNEOLA, FL 34715

Email Address: mauro@esblightusa.com

Typed Name & Title: Mauro Bialkowski, CEO

Signature: _____ **Date:** 03/11/2025

Telephone No.: (352) 223-1079 **Fax No.:** _____

Please include remit to address if address is different than address stated above.

(*Remit To:

_____

_____

Check the box below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Have you read the Bid Document in its entirety?	✓	
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
Are you registered on Demandstar to receive addendums?	✓	
Include proof of insurance as stated in bid documents.	✓	
Are all the Required forms complete and included?	✓	
Have you checked your bid for proper organization, tabs are correct?	✓	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy.	✓	
Did you submit your bid electronically?	✓	
Have you made sure your corporate address matches your Sunbiz information?	✓	
Is each Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID_____

CITY OF MINNEOLA

Phone: (352)394-3598
Fax: (352)394-7201

License Id: L2401433
Effective Date: 10/01/23
License Type: HOME BUSINESS TAX

Issued Date: 12/27/23
Expiration Date: 09/30/24

Business Name: ESB LIGHT LLC
Business Location: 1902 HOLDEN RIDGE LN

ESB LIGHT LLC
MAURO BIALKOWSKI
1902 HOLDEN RIDGE LANE
MINNEOLA, FL 34715

This Business License does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the city, subject to zoning restrictions. This Business License does not constitute an endorsement, approval or disapproval of the holder's skill or competence.

Kristine Thompson
CITY CLERK

NON-TRANSFERABLE **MUST BE DISPLAYED IN A CONSPICUOUS LOCATION AT ALL TIMES**

License Id: L2401433
Effective Date: 10/01/23
License Type: HOME BUSINESS TAX

Issued Date: 12/27/23
Expiration Date: 09/30/24

Business Name: ESB LIGHT LLC
Business Location: 1902 HOLDEN RIDGE LN

ESB LIGHT LLC
MAURO BIALKOWSKI
1902 HOLDEN RIDGE LANE
MINNEOLA, FL 34715

FILE COPY

Summary of Services
Description
HOME BUSINESS TAX

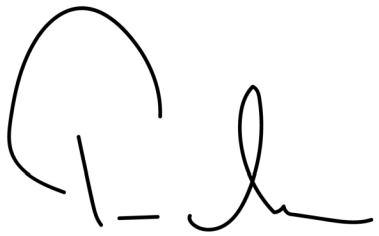
State of Florida

Minority Business Certification

ESB LIGHT LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/12/2024 to 02/12/2026



J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement (s).

PRODUCER: Luiz Gustavo Mori Vitae Group, LLC 2655 LeJeune Road #1108-8 Coral Gables, FL 33134 mori@vitae-group.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 855-566-1011 **FAX (A/C, No, Ext):** **E-MAIL ADDRESS:** Support@coterieinsurance.com

INSURED:	**INSURER(S) AFFORDING COVERAGE**	**NAIC #**
ESB Light LLC	**INSURER A:** Clear Spring Property and Casualty Company	15563
1902 Holden Ridge Ln	**INSURER B:**	
Minneola, FL 34715-8806	**INSURER C:**	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER** **REVISON NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTD	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCUR X Hired Non-Owned Auto GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PROJECT / LOC Other:	X	X	CCG-00154108-00	04/25/2024	04/25/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000
	AUTOMOBILE LIABILITY: ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE(Per accident)	 $ $ $
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTIONS $						EACH OCCURENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDER? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
			X					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1902 Holden Ridge Ln
Minneola, FL 34715-8806
Certificate holder is named as an additional insured, coverage is primary & non-contributory and a waiver of subrogation applies as per written contract with the first named insured.

CERTIFICATE HOLDER

PROOF OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David McFarland

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FPRA Regular Meeting **7. b.**

Meeting Date: May 13, 2025

Re: Approval of Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA

SUMMARY:

A Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment. Communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens. The City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community which will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce.

The parties desire to amend the 2023 Agreement to further revise the project scope to remove the requirements for smart kiosks and expand the areas to which FPUAnet conduit and fiber optic infrastructure will be installed, extend Wi-FI services, establish a timeline for the additional installation and services, and set the costs

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 18. The Fort Pierce Redevelopment Agency shall assist the City in providing utility and infrastructure improvements that support public events and outdoor activities within the Redevelopment Area.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Amended and Restated MOU for the Smart City Initiative with FPUA.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

DeVoshay Johnson, Deputy City Manager/Interim FPRA Director
Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Jason Mittler, FPUAnet Manager, Fort Pierce Utilities Authority

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Fiscal Impact

OTHER INFORMATION:

There is no additional cost associated with this amendment.

Attachments

Second Amendment to MOU
Exhibit C1
RLS Memo
Executed First Amendment
Executed Amended and Restated MOU
Executed Interlocal Agreement

SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR THE DOWNTOWN FORT PIERCE SMART CITY INITIATIVE (the **"Second Amendment"**) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, (**"FPUA**"), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "**City of Fort Pierce"**) and the **FORT PIERCE REDEVELOPMENT AGENCY**, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the **"FPRA**") (collectively, the **City of Fort Pierce** and the **FPRA** shall be referred to herein as the **"City"**).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society's evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community; and

WHEREAS, the City and FPUA desire to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, in furtherance of these efforts, the City and FPUA previously entered into an lnterlocal Agreement for the Downtown Fort Pierce Smart City Initiative effective May 3, 2021 ("2021 Agreement"); the terms of which were subsequently amended pursuant to an Amended and Restated Memorandum of Understanding effective July 11, 2023 ("2023 Agreement"); and

WHEREAS, pursuant to the 2021 Agreement, the City agreed to provide up to $25O,OOO (two-hundred fifty thousand dollars) toward this Downtown Smart City Initiative, which would be funded through the use of the remaining excess funds from the sale of certain tax credits related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site; and

WHEREAS, the 2023 Agreement replaced the 2021 Agreement and revised the project scope, timeline, and costs; and

WHEREAS, the parties desire to amend the 2023 Agreement to further revise the project scope to remove the requirements for smart kiosks and expand the areas to which FPUAnet conduit and fiber optic infrastructure will be installed, extend wi-fi services, establish a timeline for the additional installation and services, and set the costs.

WHEREAS, the parties entered into a First Amendment to the 2023 Agreement on March 11, 2025, to revise the project scope, expand the areas to which FPUAnet conduit and fiber optic infrastructure will be installed, extend wi-fi services, establish a timeline for the additional installation and services, and set the costs ("First Amendment"); and

WHEREAS, the First Amendment depicted the Downtown Fort Pierce wi-fi services coverage area at Exhibit "C"; and

WHEREAS, the 2023 Agreement together with its First Amendment is herein referred to as the "Agreement"; and

WHEREAS, the parties desire to further amend the Agreement with this Second Amendment to extend the Downtown Fort Pierce wi-fi services coverage area to include those areas depicted in Exhibit "C" and additional areas, as now depicted on Exhibit "C-1".

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Second Amendment.

2. The Agreement is hereby amended to replace Exhibit "C" with the attached Exhibit "C-1". All references to Exhibit "C" in the Agreement are hereby replaced with Exhibit "C-1".

3. This Second Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Agreement remain in full force and effect. Any conflict between the provisions of this Second Amendment and the Agreement shall be resolved in favor of the provisions of this Second Amendment.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Memorandum of Understanding as of the dates written below:

ATTEST:

_____
Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

ATTEST:

_____
Linda Cox
City Clerk

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

BY: _____
Linda Hudson, Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

ATTEST:

_____
Barbara Bennett, Secretary

FORT PIERCE UTILITIES AUTHORITY, a municipal utility authority created by the charter of the City of Fort Pierce

BY: _____
Frank H. Fee, IV, Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Stefanie A. Beskovoyne, General Counsel

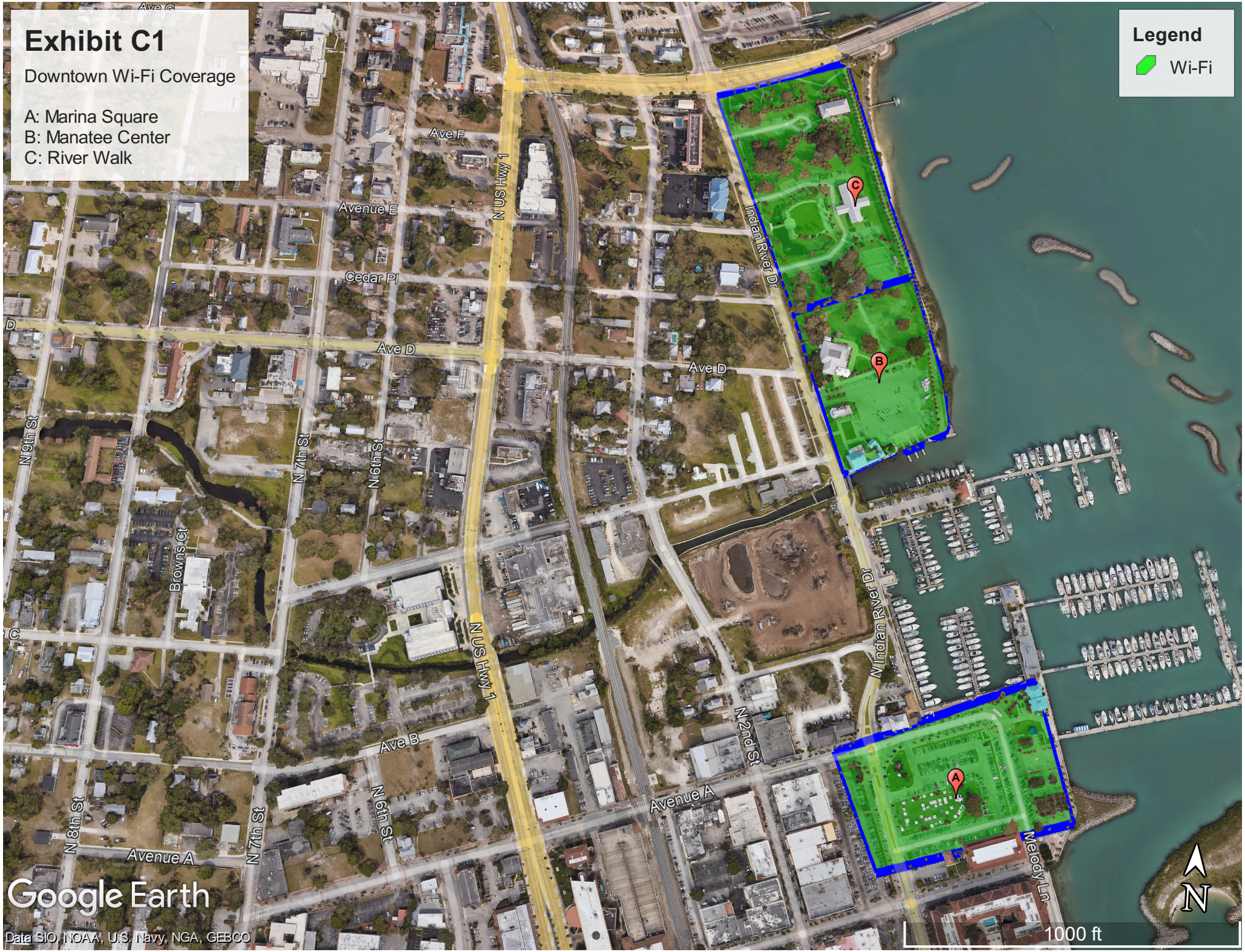
Exhibit C1
Downtown Wi-Fi Coverage
A: Marina Square
B: Manatee Center
C: River Walk
Legend
Wi-Fi
Ave F
Avenue E
Cedar Pl
Ave D
Ave B
Avenue A
N US Hwy 1
Indian River Dr
N 9th St
N 7th St
N 6th St
N 8th St
N 2nd St
Browns Ct
Melody Ln
Google Earth
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
1000 ft
N

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	DEVOSHAY JOHNSON, DEPUTY CITY MANAGER
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	SMART CITY INITIATIVE – SECOND AMENDMENT
CAO RLS FILE:	RLS 25-110
DATE:	APRIL 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Second Amendment for the Smart City Initiative with the Fort Pierce Utilities Authority (FPUA). In working with the FPUA's attorney and staff and upon your confirmation the document meets your understanding of the intended coverage area, the Second Amendment language has been finalized. The Second Amendment is approved as to form and correctness.

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

Thank you.
SH

FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR THE DOWNTOWN FORT PIERCE SMART CITY INITIATIVE (the **"First Amendment"**) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce (**"FPUA**"), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "**City of Fort Pierce"**) and the **FORT PIERCE REDEVELOPMENT AGENCY**, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the **"FPRA**") (collectively, the **City of Fort Pierce** and the **FPRA** shall be referred to herein as the **"City"**).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society's evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community, and

WHEREAS, the City and FPUA desire to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, in furtherance of these efforts, the City and FPUA previously entered into an Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative effective May 3, 2021 ("2021 Agreement"); the terms of which were subsequently amended pursuant to an Amended and Restated Memorandum of Understanding effective July 11, 2023 ("2023 Agreement"); and

WHEREAS, pursuant to the 2021 Agreement, the City agreed to provide up to $250,000 (two-hundred fifty thousand dollars) toward this Downtown Smart City initiative, which would be funded through the use of the remaining excess funds from the sale of certain tax credits

related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site; and

WHEREAS, the 2023 Agreement replaced the 2021 Agreement and revised the project scope, timeline, and costs; and

WHEREAS, the parties desire to amend the 2023 Agreement to further revise the project scope to remove the requirements for smart kiosks and expand the areas to which FPUAnet conduit and fiber optic infrastructure will be installed, extend wi-fi services, establish a timeline for the additional installation and services, and set the costs.

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, the parties agree as follows:

1. Paragraph 1 of the 2023 Agreement is hereby amended so that underlines are additions and strikethroughs are deletions as follows:

PROJECT SCOPE

The Downtown Smart City Initiative is the next step toward implementing a city-wide plan to expand FPUAnet's infrastructure and communications technology, and improve access to the internet in the downtown Fort Pierce community.

The Downtown Smart City Initiative will include the following basic elements:

(i) Extension of the FPUAnet conduit and fiber optic infrastructure within the areas shown in Exhibit A. and installation of the networking and power supply needed for the smart kiosks and free public Wi-Fi necessary to implement the project.

~~(ii) Installation of four smart kiosks featuring touchscreens and cameras by a third-party vendor contracted by the FPUA ("Kiosk Contract"). The smart kiosks will display user-friendly information about the Fort Pierce area, and include wayfinding maps. The smart kiosks will be built with safety glass that is weather resistant. The smart kiosks will be installed at locations shown in Exhibit B.~~

(iii) Installation of fiber optic infrastructure and wireless equipment to offer free public Wi-Fi within the areas shown in Exhibit A and the additional areas as depicted on Exhibit C.

(iv) The ~~initial term of software licensing fees under the Kiosk Contract, and the recurring fees during the initial term of the Kiosk Contract for the maintenance, upgrades, and~~ broadband services to offer ~~with unlimited data access for the smart kiosks, with~~ free public Wi-Fi is included at no additional cost to the City beyond the $20,000 one-time payment noted below in Section 3, Project Timeline and Costs. ~~The cost of this service is being subsidized through a revenue share with the kiosk vendor based on advertising sales that will be managed by the selected kiosk vendor in accordance with the terms of the Kiosk Contract.~~

2. Paragraph 2 of the 2023 Agreement is hereby amended so that underlines are additions and strikethroughs are deletions as follows:

PROJECT ADMINISTRATION AND OWNERSHIP

FPUA will manage and administer all aspects of the Smart City Initiative design and buildout, and will initiate and carryout all tasks necessary for completion of the project. The City will have input on the project throughout its implementation, and will retain oversight for any permitting for the Smart City installations. FPUA staff will work with the City for the issuance of any necessary permits. As administrator of the project, FPUA will coordinate all aspects of the project, including the system design and deployment, and the necessary infrastructure upgrades for installation of the equipment and networking systems that are required. FPUA will also be responsible for coordination and sourcing of all materials and equipment needed for the project, including ~~the smart kiosk and~~ wireless access points, and the award of any contracts for the design, installation and maintenance of the Smart City infrastructure and equipment.

~~Once completed FPUA will be the primary contact with and responsible for coordinating all maintenance and support of the smart kiosks through the contracted vendor, except that the selected vendor will retain ownership of the kiosks. FPUA will provide the necessary broadband access and data services under the terms of this agreement for the initial term of the Kiosk Contract. FPUA will also be responsible for working with the vendor on the mapping and software integration, as well as any needed software updates, maintenance, and repairs.~~

~~Consistent with its public purpose of supporting the Smart City initiative and providing a public service to pedestrians through the display of information specific to the surrounding area, advertisements that are offensive by reasonable local community standards, that interfere with and divert resources from the Smart City initiative, that detract from the stated purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to pedestrians and surrounding businesses are prohibited. The ad approval process will be delineated in the Kiosk Contract with input from the City. The City and FPUA will be provided free marketing space on the smart kiosks for advertising and informational displays as agreed upon by the FPUA and the Kiosk Vendor with input from the City. The spots will be shared equally between the City and FPUA, and either party may allow the other to use its allotted space more frequently when requested for special events or as need arises.~~

3. Paragraph 2 of the 2023 Agreement is hereby amended so that underlines are additions and strikethroughs are deletions as follows:

PROJECT TIMELINE AND COSTS

This Smart City Initiative will begin following the execution of this Agreement by all parties, and is expected to be completed by the first quarter of 2024. The total project cost to the City shall not exceed $250,000 (two hundred fifty thousand dollars and no cents) which shall be funded through the use of certain excess funds from the sale of the tax credits related to the cleanup of the former H.D. King Power Plant site, which shall be paid to FPUA by the City in accordance with the following phases and milestones. The cost for each phase is estimated. The funding can be reallocated to another phase based on actual construction and material costs.

- **Phase 1 – Engineering & Design**
  - Estimated Cost: $10,000 (payment received by FPUA from the City of Fort Pierce on 9/14/2021).
  - Completed: July 2021

- **Phase 2 – Fiber & Conduit Infrastructure Installation**
  - Estimated Cost: $130,000 (payment received by FPUA from the City on November 10, 2023)
  - Completed: May 2023
  - Payment due upon execution of this Agreement

- ~~**Phase 3 – Installation & Configuration of 4 Smart Kiosks**~~
  - ~~Estimated Cost: $65,000~~
  - ~~Timeline for completion: February 2024~~
  - ~~Payment due upon FPUA signing contracts with selected vendors for the system design specifications and required equipment, which includes the kiosks and smart streetlights, with copy of bid or agreement for services.~~

- **Phase 3 – Additional Fiber & Conduit Infrastructure Installation in Zone 2, as depicted on Exhibit C**
  - Estimated Cost: $120,000
    - City Funded Portion: $45,000
    - FPUA Funded Portion: $75,000
  - Timeline for completion: September 2024
  - Payment from City due upon execution of this Agreement

- **Phase 4: Selection & Installation of Wireless Equipment to provide Free Public Wi-Fi**
  - Estimated Cost: $25,000 (Payment received by FPUA from City on November 10, 2023).
  - ~~Timeline for completion: August 2023~~
  - Completed: September 2023
  - ~~Payment due upon execution of this Agreement~~

- **Phase 4B: Installation of Wireless Equipment to provide Free Public Wi-Fi at River Walk Center and surrounding areas, as depicted on Exhibit C**
    - Estimated Cost: $20,000
    - Timeline for completion: March 2025
    - Payment due upon execution of this Agreement

- **Phase 5: ~~Electricity Charges, Bandwidth~~ Broadband Service & Maintenance Costs for 10 years**
    - Estimated Cost: $20,000
    - Timeline for completion: TBD
    - Payment due upon all assets being active, project is certified and City right-of-way permit is closed out.

4. Paragraph 4 of the 2023 Agreement is hereby amended so that underlines are additions and strikethroughs are deletions as follows:

JOINT USE ACCESS AND INDEMNIFICATION

(A) The City agrees to permit FPUA access and use of City facilities (including in, over and under City rights-of-way) in the project area including its underground conduits, access points, junction and control boxes, and any other facilities needed for installation of the infrastructure and network connections. Following installation of the equipment the right of access and use granted to FPUA under this Agreement shall continue regardless of any termination of this Agreement. FPUA shall at its own cost and expense install and maintain the network and equipment infrastructure in safe condition and good working order, such that it will not interfere with the City's use of the facilities. FPUA's use of the facilities is subordinate to the City's use of its rights-of-way, access and use of its facilities, and nothing in this agreement is intended to affect the City's rights, access and use of the facilities. The City reserves the right to enforce any rules and regulations it deems necessary for public safety and welfare. Nothing contained herein shall limit the City's right to permit access and use of the facilities by any other party or entity that is not a party to this agreement, provided such use does not interfere with FPUA's planned use of those facilities.

~~(B) At the locations set forth in Exhibit B, the City will give best efforts to issue a Right of Way permit for the design, installation, operation, repair, and maintenance and related infrastructure of an Interactive Community Kiosk System subject to the established approval process.~~

~~(C) At the locations set forth in Exhibit B, the City will give best efforts to refrain from approving placement of any permanent structure or obstruction including landscaping, other business ventures, vendor kiosk, or the like within a five (5) foot radius that may impede access or visibility of the smart kiosks.~~

~~(D) The City will consider the approval of an off-premises advertising permit for the contracted kiosk vendor.~~

(B)~~(E)~~ FPUA agrees to indemnify and hold harmless the City and its officers, agents, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of FPUA and persons employed by or used by FPUA in the course of performing its obligations hereunder. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of the 2021 Agreement ~~is Contract~~.

(C)~~(F)~~ The City agrees to indemnify and hold harmless FPUA and its officers, agents, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed by or used by the City. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of the 2021 Agreement ~~is Contract~~.

5. All other terms and conditions of the 2023 Agreement not hereby amended are to remain in full force and effect.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Amended and Restated Memorandum of Understanding as of the dates written below:

ATTEST:

Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

BY: Linda Hudson
Linda Hudson, Mayor

DATE: 3/3/2025

APPROVED AS TO FORM AND CORRECTNESS:

BY:

Sara Hedges, City Attorney

ATTEST:

Linda Cox
City Clerk

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

BY: _____
Linda Hudson, Chair

DATE: 3/11/2025

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY, a municipal utility authority created by the charter of the City of Fort Pierce

BY: _____
Frank H. Fee IV, Chair

DATE: 2/18/2025

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

Exhibit C
Downtown Wi-Fi Coverage
A: Marina Square
B: Manatee Center
C: River Walk
Legend
Wi-Fi
Ave F
Avenue E
Cedar Pl
Ave D
N US Hwy 1
Indian River Dr
Ave B
N 7th St
N 6th St
N 2nd St
Avenue A
Melody Ln
Google Earth
© 2023 Google
1000 ft
N

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE

This AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR THE DOWNTOWN FORT PIERCE SMART CITY INITIATIVE (the **"Agreement"**) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, (**"FPUA**"), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "**City of Fort Pierce"**) and the **FORT PIERCE REDEVELOPMENT AGENCY**, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the **"FPRA**") (collectively, the **City of Fort Pierce** and the **FPRA** shall be referred to herein as the **"City"**).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society's evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community, and

WHEREAS, the City and FPUA desire to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, in furtherance of these efforts, the City and FPUA previously entered into an Memorandum of Understanding/Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative effective May 3, 2021 ("2021 MOU"); and

WHEREAS, pursuant to the 2021 MOU, the City agreed to provide up to $250,000 (two-hundred fifty thousand dollars) toward this Downtown Smart City initiative, which will be funded through the use of the remaining excess funds from the sale of certain tax credits related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site; and

WHEREAS, the parties desire to amend and restate the 2021 MOU to revise the project scope.

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROJECT SCOPE**

The Downtown Smart City Initiative is the next step toward implementing a city-wide plan to expand FPUAnet's infrastructure and communications technology, and improve access to the internet in the downtown Fort Pierce community.

The Downtown Smart City Initiative will include the following basic elements:

(i) Extension of the FPUAnet fiber optic infrastructure, and installation of the networking and power supply needed for the smart kiosks and free public Wi-Fi necessary to implement the project.

(ii) Installation of four smart kiosks featuring touchscreens and cameras by a third-party vendor contracted by the FPUA ("Kiosk Contract"). The smart kiosks will display user-friendly information about the Fort Pierce area, and include wayfinding maps. The smart kiosks will be built with safety glass that is weather resistant. The smart kiosks will be installed at locations shown in Exhibit B.

(iii) Installation of fiber optic infrastructure and wireless equipment to offer free public Wi-Fi within the areas shown in Exhibit A.

(iv) The initial term of software licensing fees under the Kiosk Contract, and the recurring fees during the intial term of the Kiosk Contract for the maintenance, upgrades, and broadband service with unlimited data access for the smart kiosks, with free public Wi-Fi is included at no additional cost to the City beyond the $20,000 one-time payment noted below in Section 3, Project Timeline and Costs. The cost of this service is being subsidized through a revenue share with the kiosk vendor based on advertising sales that will be managed by the selected kiosk vendor in accordance with the terms of the Kiosk Contract.

2. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will manage and administer all aspects of the Smart City Initiative design and buildout, and will initiate and carryout all tasks necessary for completion of the project. The City will have input on the project throughout its implementation, and will retain oversight for any permitting for the Smart City installations. FPUA staff will work with the City for the issuance of any necessary permits. As administrator of the project, FPUA will coordinate all aspects of the project, including the system design and deployment, and the necessary infrastructure upgrades for installation of the equipment and networking

systems that are required. FPUA will also be responsible for coordination and sourcing of all materials and equipment needed for the project, including the smart kiosk and wireless access points, and the award of any contracts for the design, installation and maintenance of the Smart City infrastructure and equipment.

Once completed FPUA will be the primary contact with and responsible for coordinating all maintenance and support of the smart kiosks through the contracted vendor, except that the selected vendor will retain ownership of the kiosks. FPUA will provide the necessary broadband access and data services under the terms of this agreement for the intial term of the Kiosk Contract. FPUA will also be responsible for working with the vendor on the mapping and software integration, as well as any needed software updates, maintenance, and repairs.

Consistent with its public purpose of supporting the Smart City initiative and providing a public service to pedestrians through the display of information specific to the surrounding area, advertisements that are offensive by reasonable local community standards, that interfere with and divert resources from the Smart City initiative, that detract from the stated purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to pedestrians and surrounding businesses are prohibited. The ad approval process will be delineated in the Kiosk Contract with input from the City. The City and FPUA will be provided free marketing space on the smart kiosks for advertising and informational displays as agreed upon by the FPUA and the Kiosk Vendor with input from the City. The spots will be shared equally between the City and FPUA, and either party may allow the other to use its allotted space more frequently when requested for special events or as need arises.

3. PROJECT TIMELINE AND COSTS

This Smart City Initiative will begin following the execution of this Agreement by all parties, and is expected to be completed by the first quarter of 2024. The total project cost to the City shall not exceed $250,000 (two hundred fifty thousand dollars and no cents) which shall be funded through the use of certain excess funds from the sale of the tax credits related to the cleanup of the former H.D. King Power Plant site, which shall be paid to FPUA by the City in accordance with the following phases and milestones. The cost for each phase is estimated. The funding can be reallocated to another phase based on actual construction and material costs.

- **Phase 1 – Engineering & Design**
  - Estimated Cost: $10,000 (received by FPUA from the City of Fort Pierce on 9/14/2021.
  - Completed: July 2021

- **Phase 2 – Fiber & Conduit Infrastructure Installation**
  - Estimated Cost: $130,000
  - Completed: May 2023
  - Payment due upon execution of this Agreement

- **Phase 3 – Installation & Configuration of 4 Smart Kiosks**
  - Estimated Cost: $65,000
  - Timeline for completion: Febaury 2024
  - Payment due upon FPUA signing contracts with selected vendors for the system design specifications and required equipment, which includes the kiosks and smart streetlights, with copy of bid or agreement for services.

- **Phase 4: Selection & Installation of Wireless Equipment to provide Free Public Wi-Fi**
  - Estimated Cost: $25,000
  - Timeline for completion: August 2023
  - Payment due upon the iexecution of this Agreement.

- **Phase 5: Electricity Charges, Bandwidth & Maintenance Costs for 10 years**
  - Estimated Cost: $20,000
  - Timeline for completion: TBD
  - Payment due upon all assets being active, project is certified and City right-of-way permit is closed out.

4. **JOINT USE ACCESS AND INDEMNIFICATION**

(A) The City agrees to permit FPUA access and use of City facilities (including in, over and under City rights-of-way) in the project area including its underground conduits, access points, junction and control boxes, and any other facilities needed for installation of the infrastructure and network connections. Following installation of the equipment the right of access and use granted to FPUA under this Agreement shall continue regardless of any termination of this Agreement. FPUA shall at its own cost and expense install and maintain the network and equipment infrastructure in safe condition and good working order, such that it will not interfere with the City's use of the facilities. FPUA's use of the facilities is subordinate to the City's use of its rights-of-way, access and use of its facilities, and nothing in this agreement is intended to affect the City's rights, access and use of the facilities. The City reserves the right to enforce any rules and regulations it deems necessary for public safety and welfare. Nothing contained herein shall limit the City's right to permit access and use of the facilities by any other party or entity that is not a party to this agreement, provided such use does not interfere with FPUA's planned use of those facilities.

(B) At the locations set forth in Exhibit B, the City will give best efforts to issue a Right of Way permit for the design, installation, operation, repair, and maintainenance and

related infrastructure of an Interactive Community Kiosk System subject to the established approval process.

(C) At the locations set forth in Exhibit B, the City will give best efforts to refrain from approving placement of any permanent strcture or obstruction including landscaping, other business ventures, vendor kiosk, or the like within a five (5) foot radius that may impede access or visibility of the smart kiosks.

(D) The City will consider the approval of an off-premises advertising permit for the contracted kiosk vendor.

(E) FPUA agrees to indemnify and hold harmless the City and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of FPUA and persons employed by or used by FPUA in the course of performing its obligations hereunder. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

(F) The City agrees to indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed by or used by the City. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

5. **TERM**

This Agreement shall become effective on the date last signed below, following final approval and execution by the City and FPUA, and shall run coterminuous with the Kiosk Contract entered into between the FPUA and the kiosk vendor, unless extended or earlier terminated by written agreement of the parties.

6. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written.

7. **FORCE MAJEURE**

Neither party shall be responsible for a delay or failure in performance to the extent such delay is caused by events or circumstances that are beyond that party's reasonable control. This Agreement shall remain in effect in the event of hurricane, ongoing pandemic, or any other natural disaster or emergency event(s).

8. **GOVERNING LAW**

Venue for any action shall be in the State Courts located in Fort Pierce, Florida. If any provision of this Agreement is found to be void or unenforceable the remaining terms shall be interpreted to give full effect to the parties' intent. A failure or delay by either party to exercise any right, remedy, power or privilege shall not operate as a waiver thereof. Any waiver or modification of this Agreement must be in writing signed by a person authorized to sign agreements for that party.

9. **COMPLIANCE WITH LAWS/NO THIRD-PARTY RIGHTS**

The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the performance of their obligations hereunder. Nothing in this Agreement is intended to create, nor shall it be construed to give any rights or benefits to any person or entity that is not a party to this Agreement.

10. **NOTICES**

All notices and other communications related to this Agreement shall be in writing and delivered via hand delivery or sent through the U.S. mail with proof of delivery confirmation to the following address:

TO THE CITY OF FORT PIERCE
City of Fort Pierce City Manager
100 North U.S. Highway One
Fort Pierce, FL 34950

WITH A COPY TO:
City Attorney
100 North U.S. Highway One
Fort Pierce, FL 34950

TO FORT PIERCE UTILITIES AUTHORITY
Fort Pierce Utilities Authority Director
206 South 6th Street
Fort Pierce, FL 34950

WITH A COPY TO:
Fort Pierce Utilities Authority Attorney
206 South 6th Street
Fort Pierce, FL 34950

11. **PUBLIC RECORDS, CHAPTER 119, FLORIDA STATUTES**

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FOLLOWING PUBLIC RECORDS CUSTODIANS:

<u>THE CITY OF FORT PIERCE</u>
FORT PIERCE CITY CLERK
100 N US HIGHWAY 1
3RD FLOOR, SUITE 301
FORT PIERCE, FL 34950
(772) 467-3065
CITYCLERK@CITYOFFORTPIERCE.COM

<u>FORT PIERCE UTILITIES AUTHORITY</u>
FPUA PUBLIC RECORDS CUSTODIAN
PO BOX 3191
FORT PIERCE, FL 34948
(772) 466-1600
PUBLICRECORDS@FPUA.COM

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

ATTEST:

Linda W. Cox

Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

BY: Linda Hudson

Linda Hudson, Mayor

DATE: 8/7/2023

APPROVED AS TO FORM AND CORRECTNESS:

BY: Sara Hedges

Interim, City Attorney

ATTEST:

Linda W. Cox

Linda Cox
City Clerk

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

BY: Linda Hudson

Linda Hudson, Chair

DATE: 7/11/2021

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

Tanya Earley, City Attorney

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY, a municipal utility authority created by the charter of the City of Fort Pierce

BY: _____
Kristina Gibbons, Chair

DATE: 7/11/23

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

INTERLOCAL AGREEMENT
FOR THE
DOWNTOWN FORT PIERCE
SMART CITY INITIATIVE

This Interlocal Agreement for the Downtown Fort Pierce Smart City Initiative (the **"Agreement"**) is entered into by and between the **FORT PIERCE UTILITIES AUTHORITY**, a municipal utility authority created by the charter of the City of Fort Pierce, (**"FPUA**"), and the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "**City of Fort Pierce"**) and the **FORT PIERCE REDEVELOPMENT AGENCY**, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the **"FPRA**") (collectively, the **City of Fort Pierce** and the **FPRA** shall be referred to herein as the **"City"**).

RECITALS

WHEREAS, a Smart City is a connected urban environment that uses wireless services and networked systems to improve connectivity, enhance public access to information, improve communications capabilities, and automate public services to promote a more efficient, sustainable and innovative community environment; and

WHEREAS, in recognition of society's evolution towards an increasingly connected and urbanized society, communities are embracing the use of technology and these "Smart City" concepts to improve the quality of life of their citizens; and

WHEREAS, the City has authorized and encouraged FPUA to provide communications and internet services to Fort Pierce and the surrounding community, and

WHEREAS, the City and FPUA now wish to work together and utilize the FPUAnet communication services to implement a Smart City Initiative in downtown Fort Pierce that will have long-term economic benefits, improve public engagement, increase access to information, provide enhanced communications and wireless connectivity to the people who work, live and vacation in downtown Fort Pierce; and

WHEREAS, the City has agreed to provide up to $250,000 (two-hundred fifty thousand dollars) toward this Downtown Smart City initiative, which will be funded through the use of the remaining excess funds from the sale of certain tax credits related to the FPUA voluntary cleanup and remediation of the former H.D. King Power Plant site.

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROJECT SCOPE**

The Downtown Smart City Initiative is the next step toward implementing a city-wide plan to expand FPUAnet's infrastructure and communications technology, and improve access to the internet in the downtown Fort Pierce community.

The Downtown Smart City Initiative will include the following basic elements:

(i) Extension of the FPUAnet fiber optic infrastructure, and installation of the networking and power supply needed for the smart kiosks and smart streetlights necessary to implement the project.

(ii) Installation of four smart kiosks featuring touchscreens, cameras, and Wi-Fi capability for public Wi-Fi service. In addition, the City and FPUA will have access to one mobile kiosk that may be available upon request for special events at no additional cost. The kiosks will display user friendly information about the Fort Pierce area, and include wayfinding maps and integration. The kiosks will be built with safety glass that is weather resistant and viewable with polarized eyewear. The smart kiosks will be installed at the following locations unless otherwise agreed upon by the City and FPUA: Fort Pierce City Marina Square, corner of 2nd Street and Orange Ave, corner of Ave A Indian River Drive and Manatee Observation Center plaza.

(iii) Installation of smart streetlights featuring photocell lighting control for on-demand lighting. The smart streetlights are dimmable and can be used for holiday lighting and vendor connectivity. The smart streetlights will include wireless mesh transceivers with Wi-Fi capability for public Wi-Fi service. The smart streetlights will also have a speaker for broadcasting music, public announcements or safety alerts. The location of the smart streetlights is to be determined with input from FPUA and the City. The exact number of smart streetlights will be determined based on the final system design, parameters and pricing negotiated with the selected vendor that is evaluated by the City and FPUA.

(iv) The first five years of software licensing fees, and the recurring fees for the maintenance, upgrades, and broadband service with unlimited data access for the smart kiosks, smart streetlights, with free public Wi-Fi is included at no additional cost to the City beyond the $20,000 one-time payment noted below in Section 3, Project Timeline and Costs. The cost of this service is being subsidized through a revenue share with the kiosk vendor based on advertising sales that will be managed between FPUA and the selected vendor.

2. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will manage and administer all aspects of the Smart City Initiative design and buildout, and will initiate and carryout all tasks necessary for completion of the project. The City will have input on the project throughout its implementation, and will retain oversight for any permitting for the Smart City installations. FPUA staff with work with the

City for the issuance of any necessary permits. As administrator of the project, FPUA will coordinate all aspects of the project, including the system design and deployment, and the necessary infrastructure upgrades for installation of the equipment and networking systems that are required. FPUA will also be responsible for coordination and sourcing of all materials and equipment needed for the project, including the smart kiosk and smart streetlights, and the award any contracts for the design, installation and maintenance of the Smart City infrastructure and equipment.

Once completed FPUA will be responsible for coordinating all maintenance and support of the smart kiosks through the contracted vendor. The vendor will retain ownership of the kiosks. FPUA will provide the necessary broadband access and data services under the terms of this agreement for five years following the date of implementation (the "Go-Live Date"). FPUA will also be responsible for working with the vendor on the mapping and software integration, as well as any needed software updates, maintenance and repairs.

As the administrator of the project, FPUA will be responsible for working with the kiosk vendor to set up and manage the information and content on the kiosk. The City will approve all City related content before it is live on the kiosks. The City and FPUA will be provided free marketing space on the smart kiosks for advertising and informational displays in the form of one 10 second spot on each one-minute advertising loop. The spots will be shared equally between the City and FPUA, and either party may allow the other to use its allotted space more frequently when requested for special events or as need arises. The 10 second spots can be continuous using looped content and updates will be pre-scheduled for the month. FPUA and the City will each coordinate their respective content updates with the kiosk vendor. The City and FPUA will provide content guidelines to the vendor and approve the content in advance. All content will be family friendly, and no ads for smoking, drinking, or any political or controversial content will be permitted. FPUA and the City will have final approval of all advertising content and may request removal of any content considered inappropriate. The shared goal will be to display content that is informational and entertaining to the public. If either the City or FPUA object to any content they will work together to resolve any concerns or the content will be pulled from display. FPUA will share any data and information received through the smart kiosks with the City.

Following the installation and implementation of the smart streetlights the City will take ownership of the streetlights and FPUA will provide the necessary broadband access and data services under the terms of this agreement for five years after the implementation and Go-Live Date, including free public Wi-Fi access. FPUA will update and maintain the lighting components of the smart streetlights under the same general terms and conditions as the existing City streetlight program described in the memorandum on Billing for City Owned Streetlights dated August 17, 1993, and subsequent FPUA resolutions for electric rates and LED Streetlights (including any future revisions thereto). The networking and Wi-Fi components of the smart streetlights will be owned by FPUA. For the duration of this

Agreement the recurring costs for software, maintenance, upgrades and broadband data access and bandwidth services (including free public Wi-Fi) provided by FPUA will not exceed the $20,000 as noted below for the period of this agreement. FPUA will coordinate and perform any software and hardware updates to maintain the networking and Wi-Fi capabilities of the smart streetlights in good working condition.

3. PROJECT TIMELINE AND COSTS

This Smart City Initiative will begin following the execution of this Agreement by all parties, and is expected to be completed by the third quarter of 2021. The total project cost to the City shall not exceed $250,000 (two hundred fifty thousand dollars and no cents) which shall be funded through the use of certain excess funds from the sale of the tax credits related to the cleanup of the former H.D. King Power Plant site, which shall be paid to FPUA in accordance with the following phases and milestones. The cost for each phase is estimated. The funding can be reallocated to another phase based on actual construction and material costs.

- **Phase 1 – Engineering & Design**
  - Estimated Cost: $10,000
  - Timeline for completion: May 2021
  - Payment due upon execution of this Agreement

- **Phase 2 – Fiber & Conduit Infrastructure Installation**
  - Estimated Cost: $80,000
  - Timeline for completion: August 2021
  - Payment due upon completion of engineering design, City approval of FPUA right-of-way Permit, and approved construction estimates.

- **Phase 3 – Installation & Configuration of 4 Smart Kiosks**
  - Estimated Cost: $65,000
  - Timeline for completion: September 2021
  - Payment due upon FPUA signing contracts with selected vendors for the system design specifications and required equipment, which includes the kiosks and smart streetlights, with copy of bid or agreement for services.

- **Phase 4: Selection & Installation of Smart StreetLights**
  - Estimated Cost: $75,000
  - Timeline for completion: TBD
  - Payment due upon the selection of vendor thru FPUA Request for Proposal (RFP) process, with copy of bid or agreement for services. The selection of the vendor shall be completed by FPUA and the City.

- **Phase 5: Electricity Charges, Bandwidth & Maintenance Costs for 5 years**
  - Estimated Cost: $20,000
  - Timeline for completion: TBD
  - Payment due upon all assets being active, project is certified and City right-of-way permit is closed out.

4. **JOINT USE ACCESS AND INDEMNIFICATION**

(A) The City agrees to permit FPUA access and use of City facilities in the project area including its underground conduits, access points, junction and control boxes, and any other facilities needed for installation of the infrastructure and network connections. Following installation of the equipment the right of access and use granted to FPUA under this Agreement shall continue regardless of any termination of this Agreement. FPUA shall at its own cost and expense install and maintain the network and equipment infrastructure in safe condition and good working order, such that it will not interfere with the City's use of the facilities. FPUA's use of the facilities is subordinate to the City's right-of-way, access and use of its facilities, and nothing in this agreement is intended to affect the City's rights, access and use of the facilities. The City reserves the right to enforce any rules and regulations it deems necessary for public safety and welfare. Nothing contained herein shall limit the City's right to permit access and use of the facilities by any other party or entity that is not a party to this agreement, provided such use does not interfere with FPUA's planned use of those facilities.

(C) FPUA agrees to indemnify and hold harmless the City and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of FPUA and persons employed by or used by FPUA in the course of performing its obligations hereunder. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

(C) The City agrees to indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed by or used by the City. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to

recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

5. **TERM**

This Agreement shall become effective on the date of final approval and execution by the City and FPUA, and shall continue for a period of five (5) years following the final installation and Go-Live Date for the smart kiosks and smart streetlights. This Agreement may be terminated by either party at any time up until FPUA executes a contract with the selected vendor(s) for the installation or purchase of infrastructure or equipment for the project.

6. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written.

7. **FORCE MAJEURE**

Neither party shall be responsible for a delay or failure in performance to the extent such delay is caused by events or circumstances that are beyond that party's reasonable control. This Agreement shall remain in effect in the event of hurricane, ongoing pandemic, or any other natural disaster or emergency event(s).

8. **GOVERNING LAW**

This Agreement is being entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01 Florida Statutes. Venue for any action shall be in the State Courts located in Fort Pierce, Florida. If any provision of this Agreement is found to be void or unenforceable the remaining terms shall be interpreted to give full effect to the parties' intent. A failure or delay by either party to exercise any right, remedy, power or privilege shall not operate as a waiver thereof. Any waiver or modification of this Agreement must be in writing signed by a person authorized to sign agreements for that party.

9. **COMPLIANCE WITH LAWS/NO THIRD-PARTY RIGHTS**

The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the performance of their obligations hereunder. Nothing in this Agreement is intended to create, nor shall it be construed to give any rights or benefits to any person or entity that is not a party to this Agreement.

10. **NOTICES**

All notices and other communications related to this Agreement shall be in writing and delivered via hand delivery or sent through the U.S. mail with proof of delivery confirmation to the following address:

TO THE CITY OF FORT PIERCE
City of Fort Pierce City Manager
100 North U.S. Highway One
Fort Pierce, FL 34950

WITH A COPY TO:
City Attorney
100 North U.S. Highway One
Fort Pierce, FL 34950

TO FORT PIERCE UTILITIES AUTHORITY
Fort Pierce Utilities Authority Director
206 South 6th Street
Fort Pierce, FL 34950

WITH A COPY TO:
Fort Pierce Utilities Authority Attorney
206 South 6th Street
Fort Pierce, FL 34950

11. **PUBLIC RECORDS, CHAPTER 119, FLORIDA STATUTES**

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FOLLOWING PUBLIC RECORDS CUSTODIANS:

THE CITY OF FORT PIERCE
FORT PIERCE CITY CLERK
100 N US HIGHWAY 1
3RD FLOOR, SUITE 301
FORT PIERCE, FL 34950
(772) 467-3065
CITYCLERK@CITYOFFORTPIERCE.COM

FORT PIERCE UTILITIES AUTHORITY
FPUA PUBLIC RECORDS CUSTODIAN
PO BOX 3191
FORT PIERCE, FL 34948

(772) 466-1600
PUBLICRECORDS@FPUA.COM

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

WITNESS:

Linda W. Cox

Linda Cox
City Clerk

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

BY: Linda Hudson

Linda Hudson, Mayor

DATE: 5/3/2021

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of her ☒ physical presence or ☐ online notarization, this 3rd day of May, 2021, by LINDA HUDSON as MAYOR OF THE CITY OF FORT PIERCE, who is ☒ Personally Known OR ☐ Produced Identification issued by a state of the United States within the last five (5) years.

Linda W Cox

Notary Public

Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

My commission expires:_____

[signatures continue on following page]

WITNESS:

Linda W. Cox

Linda Cox
City Clerk

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

BY: Linda Hudson

Linda Hudson, Chair

DATE: 4/13/21

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

Peter Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of her ☒ physical presence or ☐ online notarization, this 13th day of April, 2021, by LINDA HUDSON as CHAIR OF THE FORT PIERCE REDEVELOPMENT AGENCY, who is ☒ Personally Known OR ☐ Produced Identification issued by a state of the United States within the last five (5) years.

Linda W Cox

Notary Public

Linda W. Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

My commission expires:_____

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY, a municipal utility authority created by the charter of the City of Fort Pierce

BY: _____
Charlie Frank Mathews, Chairman

DATE: 4/20/21

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of his/her ☒ physical presence or ☐ online notarization, this 20 day of April, 2021, by Hylinda Cavalcanti and Charlie Frank Matthews who is ☒ Personally Known or ☐ Produced Identification issued by a state of the United States within the last five (5) years.

_____
Notary Public

JILL SABOTA
MY COMMISSION # HH 075122
EXPIRES: December 28, 2024
Bonded Thru Notary Public Underwriters

My commission expires: 12/28/24

FPRA Regular Meeting **7. c.**

Meeting Date: May 13, 2025

Re: Approval of Specific Authorization 1 with Cotleur & Hearing, INC. for Urban Planning Professional Services of Old St. Anastasia and adjacent lots in an amount not to exceed $125,975.00

Submitted For: Sara Delgado, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Approval of Specific Authorization 1 with Cotleur & Hearing, INC. for Urban Planning Professional Services of Old St. Anastasia and adjacent lots for an amount not to exceed $125,975.00

SUMMARY:

The Fort Pierce Redevelopment Agency (FPRA) recognizes the importance of restoring and developing the Old St. Anastasia Catholic School, a cherished historical landmark in Fort Pierce. Built in 1914, this building holds significant architectural value and stands as a testament to the area's rich heritage. Recently, the exterior of the building has been meticulously restored to its original appearance, preserving its historical integrity. The building, along with its surrounding property, presents a unique opportunity for adaptive reuse that respects its historical significance while meeting contemporary community needs.

Under an existing Continuing Services contract, the consultant Cotleur & Hearing will develop a comprehensive master plan for the Old St. Anastasia Building and two adjacent properties located at 910 Orange Avenue. As part of this effort, the consultant will perform site assessments and surveys, prepare a detailed master plan, and produce alternative design concepts and visual renderings for review by the City and FPRA.
The planning effort aims to preserve and enhance the historic character of the Old St. Anastasia building while exploring development opportunities that will maximize the site's value to the community. The consultant will collaborate closely with the City, FPRA, and associated subconsultants to address historic preservation considerations, site feasibility, and future development potential.

This request for specific authorization is also scheduled to go before the City Commission on May 19, 2025, for their approval.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

12. The Fort Pierce Redevelopment Agency shall enhance and develop the Peacock Arts District.
12.1 The Fort Pierce Redevelopment Agency shall evaluate and identify for potential acquisition, restoration and redevelopment, abandoned and/or historically-significant structures for potential reuse as community centers, event or performance spaces, rentable commercial kitchens and/or shared work spaces.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:
Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:
Sara Delgado, Redevelopment Specialist

COORDINATED WITH:
Shyanne Harnage, Community & Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	0149400 534900
Amount:	$125,975.00

OTHER INFORMATION:
This project was allocated $125,000 in the FY2025 FPRA Project-Based Budget

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Attachments

Specific Authorization No.1
RLS City Attorney Memo
Continuing Services Contract with Cotleur & Hearing
Subconsultants Proposal
Presentation

SPECIFIC AUTHORIZATION NO. 1

OLD ST. ANASTASIA MASTER PLAN

URBAN PLANNING SERVICES

SCOPE OF SERVICES

Pursuant to the Continuing Contract for Professional Services related to "RFQ No. 2024-005 – Miscellaneous Professional Continuing Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce, Florida a political subdivision of the State of Florida (hereinafter referred to as the "CITY") and Cotleur & Hearing, Inc. (hereinafter referred to as "CONSULTANT") dated the 16TH day of September 2024, the CITY and the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163, (hereinafter referred to as "FPRA") authorize the CONSULTANT to provide Urban Planning professional services as detailed in this Specific Authorization (hereinafter referred to as "AUTHORIZATION").

The FPRA desires Urban Planning professional services for the master planning of Old St. Anastasia and adjacent lots located at 910 Orange Avenue, Fort Pierce, FL 34950, hereinafter referred to as the "Project".

Section 1 - Scope of Work

CONSULTANT will provide the following services in accordance with this AUTHORIZATION and as described in Exhibit "A", which is attached hereto and incorporated by reference herein:

CONSULTANT will evaluate and survey the site, develop a master plan and alternative plans for discussion with the CITY and/or FPRA; and create renderings of the proposed plans. CONSULTANT'S work will seek to enhance the site to complement the historical building, and its potential value to the City of Fort Pierce and its residents. CONSULTANT will collaborate with CITY and/or FPRA and their subconsultants to support historic preservation, survey, and feasibility studies.

Section 2 - Deliverables

CONSULTANT shall provide the deliverables to the CITY and/or FPRA as described in Exhibit "A".

Proposed services will be completed within fifty-four (54) weeks from the issuance of a Notice to Proceed.

Section 3 - Method and Amount of Compensation

The FPRA will compensate CONSULTANT for services under this AUTHORIZATION in accordance with the fee schedule as set forth in Exhibit "A".

The budget (or fee) for the Project shall not to exceed $125,975.00.

Section 4 - FPRA's Responsibilities

The FPRA hereby designates the FPRA DIRECTOR or his/her designee as FPRA's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONSULTANT by its duly authorized officer, and the CITY and the FPRA have caused the same to be duly executed in their name and on their behalf, effective as of the date of the last signature below.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

Date: _____

ATTEST:

_____

Linda Cox, Agency Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

_____

Linda Hudson, Chairperson

Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges,
City and Agency Attorney

COTLEUR & HEARING, INC:

By: Aaron Wilbur
Aaron Wilbur (Apr 23, 2025 15:31 EDT)

Aaron Wilbur, PLA., Co-President

Date: 04/23/25

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

March 28, 2025

Fort Pierce Redevelopment Agency
Attn: Sara Delgado
Redevelopment Specialist
100 North U.S. Highway 1
Fort Pierce, FL, 34950
772-467-3025
sadelgado@cityoffortpierce.com

PROJECT: P25-111 – Fort Pierce Redevelopment Agency Old St. Anastasia Site Master Plan
CONTRACT: RFQ No. 2024-005 ~ Miscellaneous Professional Continuing Services
AGREEMENT FOR PROFESSIONAL SERVICES

Dear Sara Delgado:

Thank you for the opportunity to submit the attached Agreement for Professional Services. Please review and electronically sign and initial the Agreement on each page where indicated. Once signed, please provide the document back to us for execution. A fully executed Agreement will be emailed once completed.

A signed copy of this Proposal, accompanied by retainer, if required, will authorize Cotleur & Hearing to proceed. ***Please note that the last page of this Agreement contains a Payment Instruction form to facilitate payment of the retainer due.***

Description of provided Services:
Cotleur & Hearing will provide professional services for the master planning of the Old St. Anastasia Church, located at 910 Orange Ave, Fort Pierce, Florida. Cotleur & Hearing will evaluate the sites character and will develop various master plan alternatives and renderings for review and input by the city staff. Cotleur & Hearing will evaluate opportunities to enhance the existing site to complement the historical building and potential historical, economic, and community value it can provide to the City of Fort Pierce and the city residents.

Our team is excited about the prospect of working with the Fort Pierce Redevelopment Agency (FPRA) staff on this project. The proposal includes a lump sum total project cost, including all work provided by Cotleur & Hearing for general contract management, public engagement, and concept development as well as the work provided by their subconsultants, REG Architects, Engenuity Group, and CRE Valuation Services Treasure Coast, providing services related to the historic preservation, survey, and feasibility study, respectively. We look forward to working on this project and providing a master plan that aligns with the FPRA's goals.

Total Fee (Includes Reimbursable Expenses): $125,975.00

Total Project Duration: 54 Weeks (Maximum Duration from NTP); 40 Weeks (Minimum Duration)
*Tasks shall be completed concurrently as feasible to reduce total project duration.
Retainer, payable upon execution of this Agreement: No Retainer Required

Scope of Work:

1. **Data Collection, Site Inventory, and Analysis**
   (Task 1 Projected Schedule – 10 Weeks)
   a. **Project Kickoff Meeting (1 Week)**
      - Cotleur & Hearing will coordinate and hold a project kick of meeting to coordinate with FPRA staff to confirm goals, objectives, timelines, and preferences for the subject project and site.
      - Establish project schedule and deliverables. Listed durations may run concurrently shortening total project duration. Project may be expedited at the request of the Project Manager.
      - Project Progress updates shall be provided bi-monthly (every two weeks), and progress meetings shall be held, at a minimum, once per month at a time conducive for FPRA staff to prepare monthly reports.
   b. **Data Collection (4 Weeks)**
      - Cotleur & Hearing, alongside the project consulting team, will thoroughly research the site's development history, including previously approved plans, existing utilities, stormwater infrastructure, and permits.
      - Cotleur & Hearing will work with FPRA and Public Works to obtain all necessary base map or survey information for the subject parcel. Coordinate site or building survey by others as needed. Coordinate survey information required for project work. Adjust project schedule accordingly to accommodate survey lead time.
      - Past project surveys, plans, or base files shall be utilized for design preparation. Obtain CADD files from the client for design and plan development.
      - Research and obtain local codes and ordinances. Research FDOT safety criteria for SR 68 as applicable to the site.
      - This data will be collected, analyzed, and organized to guide the master plan development.
      - Coordinate with Architects to obtain building scans and as-builts of the church. Provide client with as-built record drawings of church.
   c. **Site Survey (4 Weeks – Provided Concurrently with Task 1.b)**
      - Engenuity Group, Inc. shall provide a complete site survey providing both site, topography, tree, and boundary surveys to be utilized by the consultant team for the master planning phase.
      - The final deliverable will be an electronically signed and sealed copy of the Boundary Survey with accompanying AutoCAD file.
      - See the included detailed scope and fee provided by Engenuity Group.
   d. **Site Inventory and Site Analysis (2 Weeks)**
      - Cotleur & Hearing, in collaboration with the client, will conduct a site evaluation and inventory of the existing site and landscape conditions of the project site.
      - Inventory existing landscaping adjacent to the historic St. Anastasia Church for preservation, relocation, or removal as applicable to the proposed master plan design concepts. Prepare an as-built plan of existing landscape.
      - Identify adjacent off-site land uses and adjacent property conditions as it relates to or impacts the proposed conceptual site design.
      - Conduct Sunshine 811 utility locates and note approximate (non-survey quality) locations of all site utilities. Survey to provide accurate locations of utilities.
      - Provide interior and exterior assessment of the church for evaluation of potential site uses.

- Prepare a final updated base map to be utilized for design purposes. Base map will identify existing landscaping, safety setbacks, site visibility zones, existing known utilities, easements, and other site infrastructure.
- Present findings to city staff and discuss opportunities and constraints of the site.

Fee (Lump Sum - includes reimbursable expenses) …….$9,770.00 (CH - $4,595, EG - $5,175)

2. Community Engagement
(Task 2 Projected Schedule – 6 Weeks)

a. Stakeholder Engagement – Community Survey (4 weeks)

- Cotleur & Hearing will work closely with the FPRA to ensure meaningful community involvement in the master plan design process by engaging key stakeholders, including residents, community members, businesses, and the FPRA staff and management.
- A digital survey will be developed and distributed to gather resident feedback, with Cotleur & Hearing analyzing the results to provide data-driven insights. The City will handle resident notification and survey distribution. Duration is set to allow adequate response time.
- Findings shall be utilized to begin development of Task 3, Historic Preservation, and Task 5, Master Plan Concept Development.
- Prepare flyers and mailers to be sent out to the community to illicit responses to survey and community charettes.

b. Stakeholder Engagement – Community Charrette (1 Week)

- In addition to the Community Survey outlined in Task 2a, Cotleur & Hearing will collaborate with City representatives to determine the most effective approach for additional stakeholder engagement beyond the survey. As part of this effort, Cotleur & Hearing proposes to facilitate one (1) community charrette to further engage the public and collect feedback on the two conceptual design options provided in Task 5.
- The charrette will include the presentation of two design options, allowing stakeholders and residents the opportunity to offer feedback and guidance. This input will inform and shape the final design, ensuring that community interests and concerns are adequately addressed.
- The community engagement, historic preservation, feasibility study, and conceptual design phases shall be completed concurrently to varying levels as appropriate for each community engagement event.

c. FPRA Meetings and Stakeholder Interviews (2 Week)

- Cotleur & Hearing will be available to attend and participate in all stakeholder and FPRA meetings as requested. For each meeting, Cotleur & Hearing will document key discussions and provide a written summary, including findings and recommendations.
- The scope includes two (2) in person FPRA meetings and five (5) individual stakeholder interviews.

Fee (Lump Sum - includes reimbursable expenses) …….$5,640.00

3. Historic Preservation and Adaptive Reuse
(Task 3 Projected Schedule – 18 Weeks)

- Cotleur & Hearing has enlisted the aid of REG Architects, a local southeast Florida architecture firm, to provide the historic preservation component of the project.
- One of the leading experts in historic preservation, REG shall provide conceptual designs, renderings, sketches, and/or diagrams of potential adaptive reuse opportunities for the recently restored St. Anastasia Church.

- REG shall conduct all required research including reviews of archival documentation from the City and State archives and the historical significance of the building.
- REG shall conduct all required as built and digital building scanning of the interior of the church required to provide the Basis for Measured Drawings. They shall conduct an existing condition survey and assessment for the interior architectural elements, structural systems, and M.E.P. components. Includes photographic documentation of existing conditions.
- REG shall utilize all data collected to prepare a comprehensive Historic Resources Report. The report shall provide a narrative for the most appropriate approach to treatment.
- REG shall provide a maximum of three (3) conceptual adaptive reuse options for review and selection by the City. Two of the concepts shall be selected and developed to additional detail and utilized as the basis for the feasibility study.
- REG shall attend, provide feedback, and contribute to a high-level review of the site community planning workshops and master plan design phase.
- Final deliverables shall be the Historic Resource Report, conceptual diagrams/renderings of the approved building use, and architectural elements for inclusion in the site master plan.
- See the Detailed Scope and Fee provided by REG Architects.

Fee (Lump Sum - includes reimbursable expenses) ……$65,800.00

4. Feasibility Study
(Task 4 Projected Schedule – 4 Weeks)

- Cotleur & Hearing has also enlisted CRE Valuation Services Treasure Coast (NAI Southcoast) to prepare the feasibility study component.
- CRE Valuation Services Treasure Coast shall conduct a comprehensive feasibility study to assess the economic viability, sustainability, and operational feasibility of proposed uses for the building and adjacent property.
- CRE shall provide an assessment of a maximum of two unique uses and concepts providing options for comparison, consideration, and discussion with FPRA staff.
- Services shall be provided in two phases; phase one will shall focus on the data and analysis of the site and phase 2 includes the report preparation.
- A market study shall be conducted assessing comparable properties, anticipated occupancy, and local demographics and population trends. The feasibility analysis shall assess potential revenues, operating expenses, and the cost/benefit of each projected use.
- See the included detailed scope and fee provided by CRE Valuation Services.

Fee (Lump Sum - includes reimbursable expenses) ……$9,000.00

5. Conceptual Development
(Task 5 Projected Schedule – 16 Weeks)

a. Conceptual Master Planning (8 Weeks)

- Cotleur & Hearing, along with the consulting team, will leverage the data gathered during the collection, site analysis, and stakeholder engagement phases to guide the creation of conceptual master plan options. Three master plan concepts will be developed, each offering unique design ideas and innovative approaches for the reimagined St. Anastasia Church site and shall compliment and expand on the potential building uses defined by REG. These concepts will address key considerations such as potential uses, amenities, connectivity, and parking. The concepts shall take into account potential benefits to the city and local residents while preserving, enhancing, and celebrating the historic church.

- By presenting three concepts, the FPRA and the stakeholders will be able to quickly compare and make informed decisions, with a clear understanding of the spatial relationships between design elements. Additionally, image and inspiration boards will be prepared to visually communicate potential design aesthetics for the parks.
- 2D and 3D (limited) graphics and image boards shall be prepared for the concepts to illustrate the form, function, and aesthetics of the proposed site uses.

b. Final Conceptual Master Plan (4 Weeks)

- Following the feedback and input from the two conceptual master plans, Cotleur & Hearing, in collaboration with the consulting team, will refine the ideas into a comprehensive Final Conceptual Master Plan as selected by the community and FPRA. This final plan will cohesively incorporate the vision for the St. Anastasia Church Master Plan, taking into account stakeholder and FPRA recommendations and preferences. The Final Conceptual Master Plan may include sustainability and education elements.
- Refine conceptual design including preliminary hardscape layout and conceptual planting plans that align with the project vision, design goals, and defined programming. Define areas for pathways, patios, plazas, gazebos, park elements, recreation items, amphitheater, trellises, retaining walls, fountains, or other potential elements. Explore design styles, patterns, and materials to establish the overall aesthetic. Research and propose suitable materials for paving, edging, seating, and other hardscape features.
- Present conceptual design concepts to the client (FPRA) for review. Attend two virtual design review meetings to present design roll plots.
- Complete one revision per meeting based on client feedback. Design submittals and revisions shall be completed prior to the final community engagement meeting.
- One final update shall be made after FPRA feedback. Additional revisions or design concepts shall be prepared as a supplemental agreement.

c. Graphic Design and Inspiration Board (4 Weeks)

- The Final Conceptual Parks Master Plan Package will include a colored 2D renderings of the proposed site. These rendering will highlight existing and proposed design elements, including key site features and conceptual landscaping enhancements. Additionally, this phase will include an inspiration board with design reference images to guide and influence the future design and aesthetic of the parks.
- A maximum of three 3D rendered images shall be prepared for specific elements within the approved conceptual use.
- Additional renderings may be provided at the discretion of the designers.

Fee (Lump Sum - includes reimbursable expenses) ……..$35,765.00

The following services are not included, but are available upon request:

1. Schematic Design/Historic Preservation Board Assistance
2. Design Development/Construction Documents
3. Irrigation Design/Plans
4. Lighting Design/Plans
5. Final Site, Landscape, or Hardscape Plans
6. Design Details or Specifications
7. Bidding/Permitting/Construction Administration

The detailed subconsultant Scopes of Service are provided on the following pages.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Sara Delgado, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Review and approval of Specific Authorization No. 1 for the Old St. Anastasia Master Plan with Cotleur & Hearing as to form and correctness.

CAO RLS FILE: 25-87

DATE: April 21, 2025

I have reviewed the above request for legal services related to Specific Authorization ("SA") No. 1 for the Old St. Anastasia Master Plan. A redlined and clean copy are uploaded. The clean copy is approved as to form and correctness.

Please note that the authorization would approve work for up to 54 weeks, which is an estimate by the Consultant of the time in which it will take to complete the deliverables. The continuing service contract with the Consultant was originally for 1 year, with the ability to renew for 1-year increments, starting September of 2024. A 54-week timeline for deliverables under SA No. 1 would go beyond the original continuing service contract and require a renewal of the agreement.

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

Thank you.

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **COTLEUR & HEARING, INC.**, whose principal address is **1934 Commerce Lane, Suite 1, Jupiter, FL 33458** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architectural services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional architecture services and urban planning** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

1) Workers' Compensation/Employer's Liability Insurance

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

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

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

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

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

2) Commercial General Liability Insurance

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

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

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

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

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

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

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

3) Automobile Liability Insurance

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

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

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

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

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf

of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant’s performance of this Agreement.

Consultant’s obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

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

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

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving

transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
COTLEUR & HEARING INC.
1934 Commerce Lane
Suite 1
Jupiter, FL 33458

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

9/16/24
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Aaron Wilbur

Title: Partner

Today's Date: 9/23/2024

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 23 day of September, 20 24 by Aaron Wilbur, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Sandra Bruorton My Commission Expires: 10/24/2025

SANDRA BRUORTON
Notary Public - State of Florida
Commission # HH 190459
My Comm. Expires Oct 24, 2025
Bonded through National Notary Assn.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Attn: Aaron Wilbur, Partner

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
COTLEUR & HEARING, INC.

BY: Aaron Wilbur

Partner, Authorized Member
Title

6/25/2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th day of July, 20 24 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Cotleur & Hearing, whose principal address is 1934 Commerce Lane, Suite 1 Jupiter, Florida, 33458 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional architectural services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work , and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) -calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

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

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

1) Workers' Compensation/Employer's Liability Insurance.

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

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

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

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

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Attn: Aaron Wilbur,
Partner

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

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

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Aaron Wilbur

Title: Partner

Today's Date: 6/25/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

DATE: June 25th, 2024.

Official Address (Including Zip Code):

1934 Commerce Lane, Suite 1
Jupiter, FL, 33458

By: _____
Name

Aaron Wilbur
Name (Typed or Printed)

Partner
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

Aaron Wilbur, being first duly sworn, deposes and says:

That he is a Partner and Authorized Member of the firm
(a partner or officer of the firm, etc.)

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

Cotleur & Hearing
(Firm Name)

By: Aaron Wilbur

Title: Partner

Subscribed and sworn to before me this 25

day of, June 2024.

Notary Public

My Commission expires: (Seal)

SANDRA BRUORTON
Notary Public - State of Florida
Commission # HH 190459
My Comm. Expires Oct 24, 2025
Bonded through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlantic Pacific Insurance 11382 Prosperity Farms Road Suite 123 Palm Beach Gardens FL 33410	**CONTACT NAME:** Lois Henrion **PHONE (A/C, No, Ext):** (561) 624-1800 **FAX (A/C, No):** (561) 626-3153 **E-MAIL ADDRESS:** lhenrion@apins.com
INSURED Cotleur & Hearing Landscape, Architecture LLC dba Cotleur & Hearing Inc 1934 Commerce Lane Suite 1 Jupiter FL 33458	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Monroe Guaranty Ins Co. — 32506 **INSURER B :** FCCI Insurance Co. — 10178 **INSURER C :** Landmark American Ins Co — 33138 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 update Prof **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL100029389-06	10/03/2023	10/03/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA100005418-08	10/03/2023	10/03/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	UMB100016815-07	10/03/2023	10/03/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0100072064-02	10/03/2023	10/03/2024	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability $15,000 Deductible per claim			LHR857462	05/15/2024	10/03/2024		$2,000,000

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

City of Fort Pierce and its officials, officers and employees are additional insured regarding the operations of the insured when required by written contract.
Waiver of subrogations applies when required by written contact.

CERTIFICATE HOLDER

City of Fort Pierce
Att Purchasing Dept
PO Box 1480
Fort Pierce FL 33454

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

© Insurance Services Office, Inc., 2019

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - MISCELLANEOUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following is added to the policy, and shall take precedence over any other conflicting policy provision, condition or endorsement:

1. Our duty to defend or pay damages on behalf of any additional insured shall apply only with regard to your operations and "your work" and the additional insured's own acts or omissions in connection with your operations and "your work". We shall have no duty to defend or pay damages on behalf of any additional insured with regard to the work or operations of other contractors, subcontractors, materialmen and suppliers or the additional insured's own acts or omissions in connection with such other operations or work, materials or supplies.

2. All exclusions and conditions in this policy that are applicable to you shall also be applicable to any additional insureds. If there is no coverage for you under the policy, there shall be no coverage for any additional insureds.

3. No person or entity shall be an additional insured under this policy with respect to work or operations performed under any contract not in effect during this policy period.

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POLICY NUMBER: UMB100016815-07

SCHEDULE OF UNDERLYING INSURANCE		
NAME OF UNDERLYING INSURER UNDERLYING POLICY NUMBER UNDERLYING POLICY PERIOD	COVERAGE	LIMIT OF INSURANCE (UNDERLYING LIMIT)
026 MONROE GUARANTY INSURANCE COMPANY CA 100005418 10/03/2023 - 10/03/2024	Commercial Automobile Liability	Combined Single Limit-Each Accident $1,000,000 OR Bodily Injury-Each Person Bodily Injury-Each Accident Property Damage-Each Accident
026 MONROE GUARANTY INSURANCE COMPANY GL 100029389 10/03/2023 - 10/03/2024	Commercial General Liability [X] Occurrence Form [ ] Claims-Made Form _____ Retroactive Date	Each Occurrence Limit $1,000,000 General Aggregate Limit $2,000,000 Personal and Advertising Injury Limit $1,000,000 Products-Completed Operations Aggregate Limit $2,000,000
001 FCCI INSURANCE COMPANY WC0 100072064 10/03/2023 - 10/03/2024	Employers Liability	Bodily Injury by Accident-Each Accident $1,000,000 Bodily Injury by Disease-Policy Limit $1,000,000 Bodily Injury by Disease-Each Employee $1,000,000

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-03-23 Policy No. WC0100072064-02 Endorsement No.

Insured COTLEUR & HEARING INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

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EXTENSION OF INFORMATION PAGE ITEM 1.
SCHEDULE OF NAMED INSUREDS

POLICY NUMBER: WC0100072064-02

Named Insured: COTLEUR & HEARING INC

Issued by: FCCI Insurance Company

Agency: ATLANTIC PACIFIC INSURANCE INC

Agency Code: 00379-001

Item 1. of the Information Page is extended to include:

NAMED INSURED	LEGAL ENTITY	FEIN#
COTLEUR & HEARING INC DBA: COTLEUR & HEARING DESIGN BUILD INC DBA: COTLEUR & HEARING LANDSCAPE CO	CORPORATION	65-0270814
COTLEUR & HEARING LANDSCAPE ARCHIT	CORPORATION	65-0270814
COTLEUR & HEARING DESIGN BUILD	CORPORATION	65-0270814
COTLEUR HEARING DESIGN BUILD INC DBA: COTLEUR & HEARING LANDSCAPE COMP.	CORPORATION	58-2013783

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL OUTPUT POLICY
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

A. Number of Days' Notice: 30

B. Person(s) or Organization:
Kolter Signature Homes LLC
105 NE 1st St

Delray Beach, FL 33444-3807

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to the endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation to you, as provided in **Paragraph 2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in item **A.** in the Schedule above.

When a person or organization is listed in item **B.** in the Schedule above, the number of days notice in item **A.** only applies to notice to you and the person(s) or organization listed. Failure to mail such notice to the person(s) or organization listed in **B.** shall impose no obligation or liability of any kind upon the company, its agents or representatives.

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REG
ARCHITECTS
since 1988

February 25, 2025 // Revised February 26, 2025 // Revised March 14, 2025 // Revised March 18, 2025

PROJECT:
Historic St. Anastasia – Adaptive Reuse Conceptual Study
910 Orange Ave, Fort Pierce, FL 34950
REG PO: 2867

REG Architects, Inc. (ARCHITECT) is pleased to present this AGREEMENT for architectural and/or engineering services for the Project referenced above.

PROJECT DESCRIPTION & SCOPE OF WORK:

The scope of work for this project includes a Historic Resource Report for the Historic St. Anastasia church located in Fort Pierce, FL. Additionally, a preliminary concept study for a max of three (3) potential adaptive reuse cases of the historic church only will be completed. The historic resource report will be completed after the conceptual adaptive reuse study with the Client's number one choice out of the three potential uses identified. Architect to provide input and review to the site's overall masterplan for confluence with the adaptive reuse of the historic church building.

A. Preliminary site visit
B. Research & review of archival documentation from City and State files.
C. Digital scanning of historic structure to provide basis for measured drawings per *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*.
D. Existing condition survey of interior architectural elements, structural systems, mechanical, electrical, and plumbing systems only.
E. Photography to document existing conditions of buildings and site (color/black & white).
F. Evaluation of significance.
G. Programming interface with owner about the current and future intended uses for the structure (for possible master plan).
H. Selection and narrative for the most appropriate treatment approach: preservation, rehabilitation, restoration, or reconstruction,
I. Development of work to be done.
J. Final Report

Consulting services listed below are included as part of this Agreement. Consulting services not listed below, but necessary for the development of the above-mentioned Project shall be provided by the Client at their own expense or can be included as a supplemental service to this Agreement:

- Building Scanning
- Structural Engineering – Assessment Report Only
- Mechanical Engineering – Assessment Report Only
- Electrical Engineering – Assessment Report Only
- Plumbing Engineering – Assessment Report Only

BASIC SERVICES:

The basic scope of services for the project referenced above will be executed in the following phases:

A. As-Builts (AB):

- Visit the property to gather information on existing conditions and perform as-built field measurements using manual (staff) or digital scanning (consultant) methods based upon project requirements and complexity.
- Request any existing record drawings and surveys from either the client and/or local municipality.
- Translate all gathered information into digital format that will be used as the basis for all subsequent scope of work.

B. Historic Resource Report/Conceptual Design/Master Planning:

- Produce one (1) Historic Resource Report as outlined in Scope of Work Description above.
- Attend one (1) programming session/kick-off meeting.
- Review the program and other information furnished by the Client and perform a preliminary review of codes, and regulations applicable to the Project.
- Notify Client of any inconsistencies or restrictions discovered in the information that may affect the Project's program.
- Prepare conceptual design consisting of drawings, sketches, diagrams, and/or renderings illustrating the general idea, scale, massing, and relationship of the project components, for initial review and approval by Client.
- Provide up to two (2) subsequent revisions to conceptual design based on Client review and input.

C. Master Planning

- Attend two (2) master planning workshop sessions.
- High-level review and input to the site's overall master plan for confluence with the adaptive reuse of the historic church building.
- Provide two (2) final renderings of master-planned site.

Future Phases: TBD

D. Schematic Design/Historic Preservation Board Assistance: (Future TBD)

- Request written approval from Client to proceed with Schematic Design/Planning & Zoning Phase.
- Prepare Schematic Design Documents consisting of preliminary floor plans, elevations, and renderings, as required by local municipality, to be submitted for historic preservation board approval process.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Schematic Design Documents.
- Attend meetings and municipal hearings as required.

- Review and address comments, pertaining to the Architect's and our Consultant's scope of work, provided by local municipality as part of the historic preservation board approval process.
- The Architect is not responsible for submittal, applications, or fees, for historic preservation board approval process.
- The Architect's drawings are limited and only part of a more comprehensive planning and zoning approval package that will be prepared and submitted by the Land Planning Consultant.

E. Design Development (DD): (Future TBD)

- Request approval from local municipality's planning and zoning process, or request written approval from Client to proceed with Design Development Phase, at risk, prior to approval from planning and zoning process.
- Prepare Design Development Documents consisting of plans, sections, elevations, preliminary construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project. Update prior renderings if necessary.
- Specifications will be in the form of notes and details incorporated into the drawing sets.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Design Development documents.
- Attend meetings as required.
- Provide Client with one digital copy of Design Development package for review and approval (printed reproductions can be provided and will be charged as reimbursables)

F. Construction Documents (CD): (Future TBD)

- Obtain written approval from Client of Design Development documents in order to proceed with Construction Document Phase.
- Prepare Construction Documents consisting of drawings that illustrate and describe further development of the approved design and set forth in detail the quality levels, performance criteria of materials and systems, and other requirements for construction of the Project.
- Specifications will be in the form of notes and details incorporated into the drawing sets.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Construction Document set.
- Attend meetings as required.
- Provide Client with one digital copy of Construction Documents package for review and approval.
- **Note: design changes requested in this phase shall be charged as supplemental services.**

G. Bidding and Permitting (BP): (Future TBD)

- Assist the Client in creating a list of prospective bidders (if applicable).

- Prepare Bid Document package which includes Instructions to Bidders and the Construction Document drawings, along with any additional information provided by the Client.
- Distribute Bid Documents to prospective bidders and/or Client or Client Representative.
- Attend one (1) pre-bid meeting at the Project site with prospective bidders.
- Prepare responses to questions from prospective bidders in the form of addenda, clarifying and interpreting Bid Documents.
- Organizing and conducting opening of bids and subsequently documenting and distributing bidding results to the Client.
- Prepare a comparative analysis document of all responsive bids.
- Provide copies of signed and sealed Construction Documents (digital or print as required by municipality) to Client, Client Representative or selected General Contractor for submittal to the local building department for review.
- The Architect is not responsible for submittal, applications, or fees, for permit process.
- Prepare responses and revise Construction Documents as a result from comments issued by governmental authorities having jurisdiction over the Project.

H. Construction Administration (CA): (Future TBD)

- Attend monthly meetings on site, with the Client and Contractor to become generally familiar with the progress and quality of the portion of the scope of work completed and determine, in general, if it is performed in accordance with Construction Documents.
- Prepare monthly field reports based on site visit observations.
- Review and prepare written responses to Requests for Information (RFI) from the Contractor and/or Client. Responses to be provided within five (5) business days of issuance of the RFI.
- Review Contractor's submittals, such as Shop Drawings, Product Data and Samples, for the limited purpose of checking their conformance with the design concept expressed in the Construction Documents and Specifications. Responses to be provided within ten (10) business days of the issuance of the submittal.
- Review project change orders submitted by the Contractor, if applicable, to provide a general opinion of reasonableness and fairness with scope of work begin presented in the change order.
- Review and sign monthly Contractor's Applications for Payment to evaluate the general progress of construction with requested payment amounts indicated in the application.
- Attend one (1) site visit to observe, perform, and issue the Project's Final Punch List outlining, in general, final work items remaining before the Project is considered substantially complete.
- Attend one (1) site visit to observe that items within issued Punch List have been satisfactorily completed and in accordance with Construction Documents, and provide Project's Certificate of Substantial Completion.

- The Architect shall attend a total of TBD meetings, for site visits and observations based on a total estimated Project construction duration of TBD months.

EXCLUSIONS:

The services listed below are not included in the Architect's Basic Services but may be required for the Project, unless otherwise specifically addressed in this Agreement. The Client and Architect agree that the services listed below are not being provided for the Project. The Client may elect to engage the Architect to provide any of the services listed below under the terms and conditions of the Supplemental Services section of this Agreement, or engage a third-party consultant, at his own expense, to provide such services.

1. Building Information Model (BIM) Management Responsibilities
2. Development of Building Information Models for Post Construction Use
3. Value Analysis
4. Detailed Cost Estimating
5. On-Site Project Representation
6. Conformed Documents for Construction
7. As-Designed Record Drawings
8. As-Constructed Record Drawings
9. Post Occupancy Evaluation
10. Facility Support Services
11. Tenant Related Services
12. Low Voltage or Telecommunications/Data Design
13. Security Evaluation, Planning, and Design
14. Commissioning
15. Sustainable Project Services (LEED or other "green" certification)
16. Fast Track Design Services
17. Multiple Bid Packages
18. Furniture, Furnishings, and Equipment Design and/or Procurement
19. Interior Design
20. Site Evaluation and Planning (Land Planner)
21. Civil Engineering
22. Landscape/Hardscape/Irrigation Design
23. Structural Engineering – Design
24. Mechanical Engineering – Design
25. Electrical Engineering – Design
26. Plumbing Engineering – Design
27. Fire Protection Engineer – Design
28. Surveyor and/or Existing Facilities Surveys
29. Geotechnical Engineering
30. Marketing or Promotional Material
31. Environmental Reports/Studies
32. Traffic Engineering
33. Product Notice of Acceptance (NOA) Testing or Engineering
34. Energy Modeling (Beyond That Required By Code)
35. Lighting Design (Theatrical or Specialty)
36. Acoustical Design or Engineering
37. Food Service Design
38. Water Feature (Pool/Fountain) Design
39. Laboratory or Field Testing
40. Special Inspections
41. Any Other Services, Phases or Disciplines Not Specifically Listed
42. Changes To The Approved Drawings or Program
43. Work Outside The Specified Project Area
44. Building Permit Processing or Expediting

BASIC SERVICES FEE:

For these basic services outlined above, the fee is broken down as follows:

A. As-Builts	$ 8,800.00
B. Historic Resource Report/Conceptual Design	$ 44,000.00
C. Master Planning	$ 11,000.00
Additional:	
Reimbursable Expenses – Estimated not to exceed:	$ 2,000.00
Sub-Total Fee (A-C):	**$ 63,800.00**
Total Fee (Including Reimbursables):	**$ 65,800.00**

If this outline proposal and attached **Exhibit A** – Terms and Conditions are acceptable to you, please sign below and return to our office so we can schedule your work to begin upon receipt.

We thank you and your team for the opportunity to assist you with this great project.

Sincerely,
REG Architects, Inc.

Rick Gonzalez, AIA
President

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

March 21, 2025
Revised: March 17, 2025
City of Fort Pierce: Fort Pierce Redevelopment Agency

Re: Professional Surveying Services
Old St. Anastasia Master Plan
Boundary, Topographic/Tree Survey
City of Fort Pierce, Florida
Engenuity Group Project No. 25024.01

Dear Mr. Wilbur:

We are pleased to offer this proposal to render professional surveying services in connection with Old St. Anastasia located at 910 Orange Ave., Fort Pierce, FL (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare a Boundary, Topographic, and Tree Survey to the Chapter 5J-17.050, Florida Administrative Code, of the site identified by Parcel Control Number's: 2410-604-0173-000-2; 2410-604-0141-000-9 and 2410-604-0169-000-1. Engenuity Group, Inc will also obtain topographic information 25' feet outside the property line on all sides of the project area, as shown in the **RED** graphic provided by your office.

See the attached **Designated Scope of Services** for a specific list of items to be included on the surveys.

Surveying Fee: $4,675.00
Reimbursable Expenses: $500.00

The final deliverable will be an electronically signed and sealed copy of the Boundary, Topographical and Tree Survey with accompanying AutoCAD file, which can be provided within thirty (30) days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Permit Fees, Reproduction Charges and Reimbursable Expenses
The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.832.9390 WWW.ENGENUITYGROUP.COM
Printed on recycled paper

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,

Jennifer Malin, P.S.M.
Director of Surveying

Approved by,

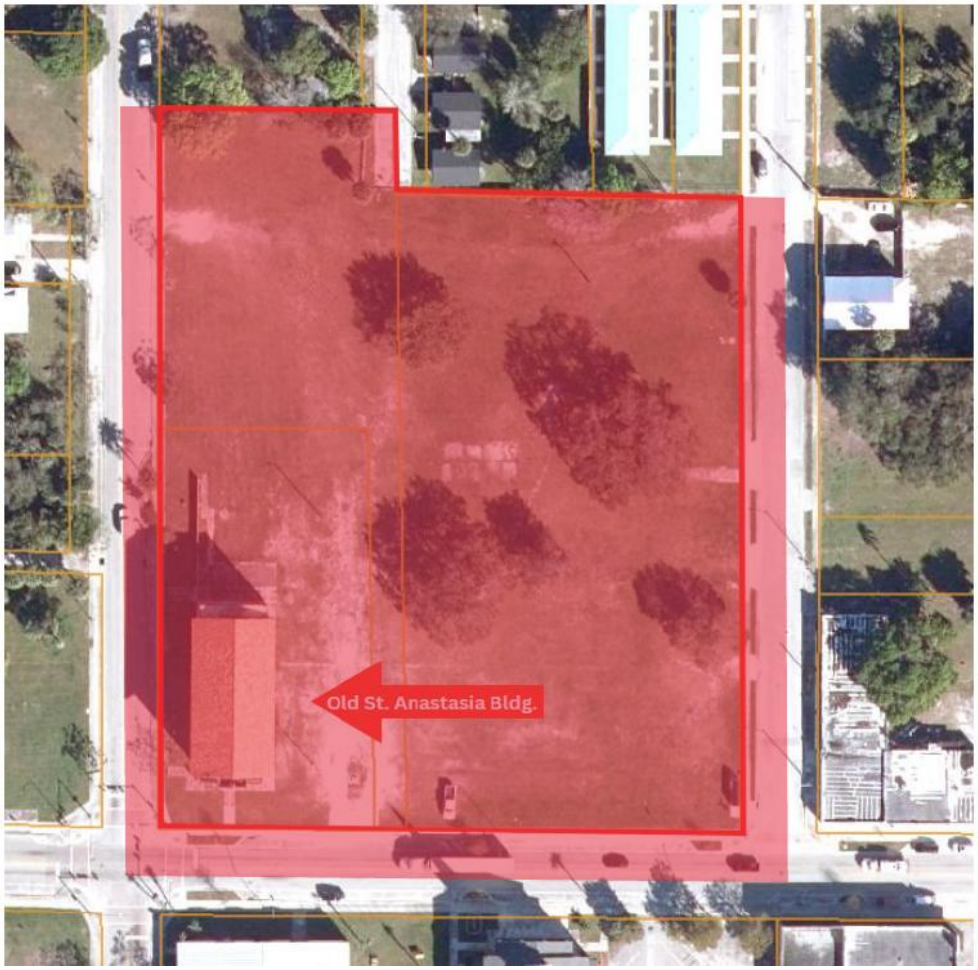
Andre Rayman, P.S.M.
President

DESIGNATED SCOPE OF SERVICES: **BOUNDARY SURVEY** NAME: **OLD ANASTASIA MASTER PLAN** ENGENUITY PROJECT NO. **25024.01** DATE: **3/28/2025**	
TASK: **Boundary Survey**	Included in Contract **(Yes/No)**
Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior line; interior angles; radius, point of tangency and length of curved lines. Where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; state on the drawing(s) whether corners were found or set and describe each.	**Yes**
Confirm or furnish a legal description which conforms to the Record Title Boundaries.	**Yes**
Give area in square feet if less than one acre, in acres (to .001 acre) if over one acre.	**Yes**
Note identity and width of adjoining streets and highways, width and type of pavement. Identify landmarks.	**Yes**
Plot location of structures on the property and within five feet (5') on adjacent property. Dimension perimeters in feet and decimals to 0.1'. State the character and number of stories. Dimension to property lines and other buildings. Vacant parcels shall be noted VACANT.	**Yes**
Show encroachments, including cornices, belt courses, etc., either way across property lines.	**Yes**
Describe fences and walls. Identify party walls and locate them with respect to property lines.	**Yes**
Show recorded or otherwise known easements and right-of-way.	**Yes**
Note evidence of street widenings.	**Yes**

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY
NAME: OLD ANASTASIA MASTER PLAN
ENGENUITY PROJECT NO. 25024.01 DATE: 3/28/2025

TASK: **Topographical Survey**	**Included in Contract (Yes/No)**
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	**Yes**
Contours at 1-foot intervals; error shall not exceed one half contour interval.	**No**
Spot elevation at each intersection of a 50-foot square grid covering the property.	**Yes**
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	**Yes**
Topographic data will be obtained at 100-foot intervals of the road from right-of-way to right-of-way up to 3 properties past the end of the property. **Top of curb, gutter flow lines, ditch flow lines will all be shown**	**Yes**
Plotted location of structures, man-made (e.g., paved areas) and natural features.	**Yes**
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	**No**
Location of fire hydrants available to the property.	**Yes**
Location and characteristics of power and communications systems above grade.	**Yes**
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	**Yes**
Name of the operating authority of each utility.	**No**
Elevation of water in any excavation, well or nearby body of water.	**No**
Extent of watershed onto the property.	**No**
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	**Yes**
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	**No**
Perimeter outline only of thickly wooded areas unless otherwise directed.	**Yes**
Confirm soil boring location(s).	**No**
SUE Services included in the scope	**No**
Scale of drawing is typically **1"=30'** but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify): 1. **Datum will be National American Vertical Datum 1988 (NAVD 88)** 2. **Trees will be shown on the survey, tree tagging and a table are not included in the services** 3. **SUE services are not included in the scope**	

Graphic



CRE VALUATION SERVICES TREASURE COAST

100 S.W. Albany Avenue, Suite 200, Stuart, FL 34994 - 772-286-8762- admin@CREValuationServicesTC.com

February 26, 2025

RE: Old St. Anastasia Feasibility Study
PCN#s 2410-604-0173-000-2, 2410-604-0141-000-9, & 2410-604-0169-000-1

CRE Valuation Services of the Treasure Coast appreciates the opportunity to provide this proposal for appraisal services to Cotleur & Hearing (the "Client") for the above-captioned assignment. The purpose of this letter is to submit our bid proposal so you may have the appropriate information to engage CRE Valuation Services of the Treasure Coast for appraisal services.

The assignment is a Consulting Assignment and will be performed in conformance with and subject to the Standards of Professional Practice and Code of Ethics of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation.

The appraisal assignment is to provide a feasibility study for the subject "As Proposed" for two (2) proposed uses of the subject property to be provided by the client at an upcoming date, subject to general assumptions and Limiting Conditions. The feasibility studies will be provided in phases, Phase 1 being data and analysis and phase 2 being a report.

The analysis will include the following for two proposed uses:

1. Market Study
    a. Competing properties and facilities, rates, sizes and general comparison
    b. Occupancy and demand for the type of space based on tracked absorption, broker and market participant interviews.
    c. Demographic study of population trends and ranking of the demographics by use.
2. Feasibility Analysis
    a. Development of a pro-forma based on potential revenues and expected operating expenses.
    b. Cost/benefit analysis of the proposed use based solely on financial modeling.

The report will be delivered in a narrative format. The research, analysis, and reporting will be conducted and delivered in a summary report format for a fee of **$9,000.00.** Progress billing will be billed monthly.

Additional fees will be charged for any work that exceeds the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls or meetings with any party that exceeds the time allotted for an assignment of this nature. Please see our hourly fee structure below:

Schedule of Hourly Charges

MAI Appraiser:	$450/hr
State Certified Appraiser:	$400/hr
Trainee Appraiser:	$200/hr
Researcher:	$125/hr
Admin:	$100/hr

Reimbursable Expenses

3rd Party Reports, Industry Research Material etc billed at cost plus 10%

This quote is based on the given information.

ICRE VALUATION SERVICES TREASURE COAST

The following information will be requested at the onset of the assignment. If it is available, we ask that it be provided to us promptly to avoid delays or errors in our analysis:

- Is a Survey and/or site plan available?
- Any zoning related reports, or determination letter issued by the municipality
- Any environmental reports, or estimates to cure.
- Listing history of properties, including contact information for any listing broker.
- Previous appraisals – If Available

Any unreasonable delays in the receipt of this information or access to the Subject Property will extend the final delivery date of the report as proposed.

The report will be addressed to and shall be solely for the Client's use and benefit. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties.

If this proposal is acceptable, please authorize us to proceed by executing this letter of engagement by signing below.

Thank you for considering us for this assignment and we look forward to the opportunity of working with you. Should you require any additional information or if you have any questions, please contact me at 772-286-8762.

Best Regards,

Nikolaus M. Schroth
Cert. Gen. RZ3704

FPRA FORT PIERCE
REDEVELOPMENT AGENCY

OLD ST. ANASTASIA MASTER PLAN

Exterior Renovation - Before

Exterior Renovation - After

FPRA PLAN

The Fort Pierce Redevelopment Agency (FPRA) recognizes the importance of restoring and developing the Old St. Anastasia Church, a cherished historical landmark in Fort Pierce. Built in 1914, this building holds significant architectural value and stands as a testament to the areas rich heritage.

With the building’s exterior restored to its original appearance, preserving its historical integrity, both the structure and its surrounding property offers a unique opportunity for adaptive reuse that respects its historical significance while meeting contemporary community needs.

FPRA PLAN

This project directly supports the FPRA's broader strategy of **"re-setting" the economic base** by leveraging historical and cultural assets—like Old St. Anastasia—to generate community value, attract investment, and support local entrepreneurs.

The vision includes:

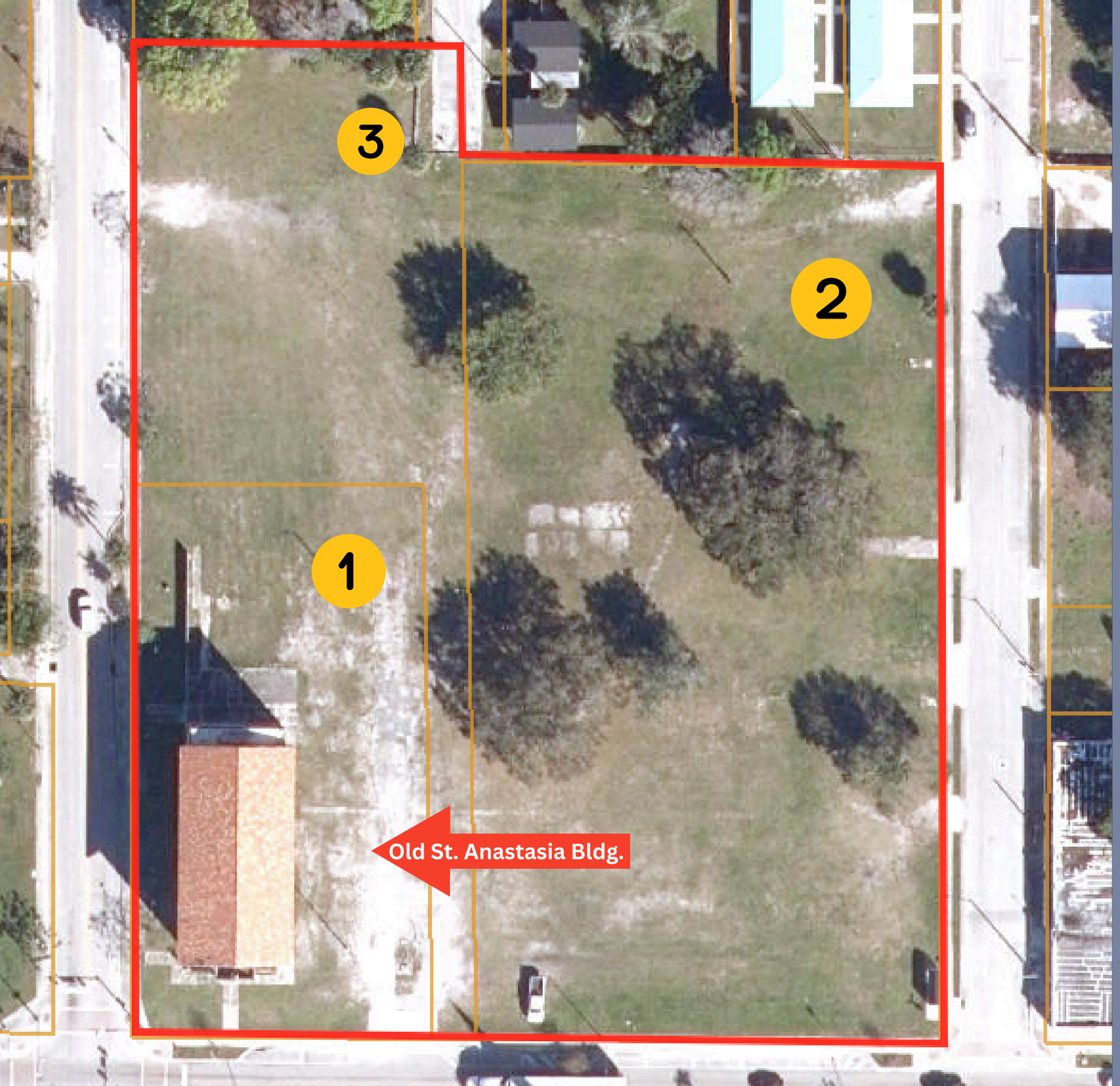
- Connecting neighborhoods to downtown jobs, the waterfront, and commercial hubs
- Revitalizing the Peacock Arts District through multi-modal streetscape improvements
- Supporting small businesses and cultural tourism

PROJECT OVERVIEW

Consultant: **Cotleur & Hearing**
Project Location: **910 Orange Avenue, Fort Pierce, FL**
Total Fee: **$125,975**
Project Duration: **40–54 Weeks**

Cotleur & Hearing will lead the master planning of the Old St. Anastasia site. The effort will assess site potential, create adaptive reuse concepts, and develop a community-informed plan that enhances public space while preserving the site's historical value. Additional expertise will be provided by the following subconsultants:

- REG Architects: Historic Preservation
- Engenuity Group: Surveying Services
- CRE Valuation Services Treasure Coast: Feasibility Analysis



Property Owner: Fort Pierce Redevelopment Agency

Building Location: 910 Orange Avenue

Parcel Information:

1. 2410-604-0173-000-2 0.71 Acres
2. 2410-604-0141-000-9 2.02 Acres
3. 2410-604-0169-000-1 0.79 Acres

KEY SERVICES & DELIVERABLES

1.Project Kick-Off & Site Evaluation
- Kick-off meeting with FPRA & City Department Heads
- Data collection and site inventory
- Landscape and utility assessments
- Full survey by Engenuity Group

2. Community Engagement
- Online survey
- In-person community charrette
- Stakeholder interviews

3. Historic Preservation (REG Architects)
- Archival research and building scan
- Condition assessments
- Up to three adaptive reuse concepts
- Final Historic Resources Report

4. Feasibility Study (CRE Valuation Services)
- Market study and economic analysis
- Review of two reuse concepts
- Assessment of viability and sustainability

5. Conceptual Master Planning
- Development of three unique master plan concepts will be developed, each offering unique design ideas and innovative approaches for the reimagined Old St. Anastasia

6. Final Conceptual Master Plan
- Based on community & FPRA feedback, a final comprehensive master plan will be presented with renderings, 3D visuals, and inspiration boards.

FPRA Regular Meeting **7. d.**

Meeting Date: May 13, 2025

Re: Termination of Surplus Property Sale Agreement for 612 N 25th St

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of termination agreement for Surplus Property Sale Agreement for 612 N 25th Street.

SUMMARY:

On November 14, 2023, the FPRA entered into an Agreement pursuant to Resolution No. 23-05 for the sale of property located at 612 North 25th Street, Fort Pierce, FL 34947. The Agreement required the Grantee to develop a neighborhood park, the Village Garden of Hope, according to a specified Development Timeline. Per the Agreement, the Grantee was obligated to apply for all necessary approvals and permits within 180 calendar days of the title's conveyance. The property was conveyed on February 22, 2024, establishing an August 20, 2024, deadline. However, the Grantee did not meet this deadline.
At the FPRA meeting on December 10, 2024, the Grantee expressed his intent to return the property to the FPRA.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

RECOMMENDATION:

Staff recommends termination of the agreement.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community & Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	N/A
Amount:	0

OTHER INFORMATION:

N/A

Attachments

Termination of Surplus Property Sale Agreement
Notice of Default
RLS Memo
Sample Quit Claim Deed
Executed Agreement - 612 N 25th St
QC Deed from FPRA 2.22.24
Bid

TERMINATION OF SURPLUS PROPERTY
SALE AGREEMENT

THIS TERMINATION OF SURPLUS PROPERTY SALE AGREEMENT ("Termination Agreement") is made and entered into this ___ day of _____, 20____ by and between the **FORT PIERCE REDEVELOPMENT AGENCY ("FPRA")**, a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **LARRY LEE JR AND FAMILY, LLC**, whose address is 7936 Saddlebrook Drive, Port St Lucie, FL 34986 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the FPRA owned the real property ("Real Property") described as 612 North 25th Street, Fort Pierce, Florida, 34947 in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County, Property ID 2404-710-0067-000-3; and

WHEREAS, on November 14, 2023, the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $5,000.00 (the "Purchase Price") was authorized via Resolution No. 23-05, subject to execution of a Surplus Property Sale Agreement; and

WHEREAS, the City and the Grantee entered into a Surplus Property Sale Agreement on November 14, 2023, which was filed and recorded in the Official Records of St. Lucie County at Book 5072, Page 2673; and

WHEREAS, a Quit Claim Deed was filed and recorded in the Official Records of St. Lucie County at Book 5116, Page 2672; and

WHEREAS, on December 10, 2024, Grantee attended an FPRA meeting related to his request for an extension of the Development Timeline to apply for any and all required approvals, building permits, and all other permits required for the development of a neighborhood park, pursuant to the Surplus Property Sale Agreement; and

WHEREAS, at the December 10, 2024 FPRA Meeting, Grantee instead requested to return the property to the FPRA and essentially terminate the Surplus Property Sale Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Termination Agreement is fully executed by the FPRA.

3. **TERMINATION.** The Surplus Property Sale Agreement entered into on

November 14, 2023 between the FPRA and Grantee, filed and recorded in the Official Records of St. Lucie County at Book 5072, Page 2673 is hereby terminated upon the filing of a Quit Claim Deed deeding the Real Property from Grantee to the FPRA.

4. **REVERSION OF PROPERTY.** Ownership of the Real Property shall revert to the FPRA. Grantee shall execute a Quit Claim Deed within seven (7) days of the Effective Date of this Termination Agreement. The Purchase Price of the Real Property is forfeited to the FPRA and no refund of the Purchase Price will be granted to Grantee.

5. **CLEAR TITLE/NO ENCUMBRANCES.** Grantee asserts and agrees title to the Real Property is clear and no encumbrances of any sort, to include, but not limited to, liens and mortgages, have been placed on the Real Property affecting title or clear ownership since Grantee obtained ownership of the Real Property from the FPRA. Grantee hereby agrees to pay any and all costs, fees, obligations, and expenses, to include reasonable attorneys' fees, to clear title and any encumbrances on the Real Property, should FPRA incur such expenses to clear title or encumbrances to the Real Property upon retaking ownership of the Real Property from Grantee pursuant hereto.

6. **SEVERABILITY.** Should any provision or part of any provision of this Termination Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

7. **ENTIRE AGREEMENT.** This Termination Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

8. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
Larry Lee Jr and Family, LLC
7936 Saddlebrook Drive
Port St Lucie, FL 34986

WITH COPIES TO:
City Attorney's Office

100 North US Highway 1
Fort Pierce, FL 34950

9. **GOVERNING LAW AND VENUE.** This Termination Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

10. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Termination Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

11. **RECORDATION OF TERMINATION AGREEMENT.** The Parties agree that this Termination Agreement shall be recorded with the Clerk of the Circuit Court in the Public Records of St. Lucie County, Florida.

12. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

GRANTEE:

Sign: _____

Print: _____

Date: _____

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Linda Hudson, Chairwoman

Date: _____

Attest:

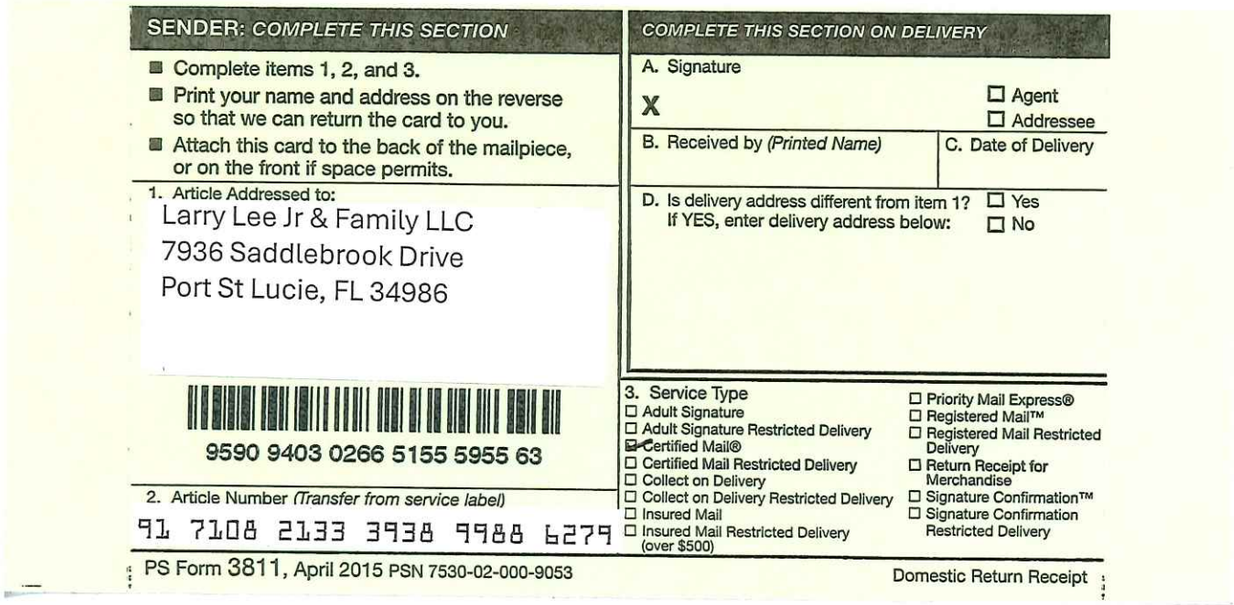
_____

Linda Cox, Agency Clerk

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara K. Hedges, Esq.
Agency Attorney



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Larry Lee Jr & Family LLC
7936 Saddlebrook Drive
Port St Lucie, FL 34986

9590 9403 0266 5155 5955 63

2. Article Number *(Transfer from service label)*

91 7108 2133 3938 9988 6279

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

FPRA
FORT PIERCE
REDEVELOPMENT AGENCY

Via Certified Mail

April 1, 2025

Larry Lee Jr and & Family LLC
7936 Saddlebrook Drive
Port St Lucie, FL 34986

Re: NOTICE OF DEFAULT

Dear Mr. Lee,

As outlined in the attached Surplus Property Sale Agreement for Development of 612 North 25th Street, it was expected that the developer would submit the application for building permits or Development Permit Compliance Review (DPCR) approval for the neighborhood park, Village Keepers Garden of Hope, within 180 calendar days from the conveyance of the title. This deadline was no later than August 22, 2024.

Please consider this letter as formal written notice of default under the agreement, pursuant to Section 4 of the Surplus Property Sale Agreement.

If you have any questions or require further information regarding the next steps, please contact Miriam Garcia (772) 467-3786.

Sincerely,

DeVoshay Johnson
Interim FPRA Director

Attachments

c:City Attorney
Community & Economic Development Director

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Miriam Garcia, Redevelopment Specialist

FROM: Sara Hedges, City Attorney SH

RE: 612 N 25th St

CAO RLS FILE: RLS 24-454

DATE: December 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to the termination of the Surplus Property Sale Agreement for 612 North 25th Street between the FPRA and Mr. Larry Lee. I have drafted two documents. First, a Termination Agreement for Mr. Lee to sign and be placed on an FPRA Meeting Agenda. The Termination Agreement calls for a Quit Claim Deed to be executed by Mr. Lee within seven (7) days of the Termination Agreement being signed. The second document is an example of a Quit Claim Deed that could be utilized. Mr. Lee should have his legal counsel review the documents.

Please be aware, a Quit Claim Deed does not provide for a title search on the property to ensure proper ownership, no encumbrances, and protect the FPRA from any title issues on the property. While not legally required, it is generally recommended a title search be done, which would allow for a Warrant Deed to be entered instead of a Quit Claim Deed. If this option is preferred, please let me know.

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

Thank you.
SH

This instrument prepared by:
Sara Hedges, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Parcel I.D. No.: 2404-710-0067-000-3

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this ___ day of _____, 20____, by **LARRY LEE JR AND FAMILY LLC,** a Florida corporation, having an address of 7936 Saddle Brooke Drive, Port St. Lucie, FL 34986 ("**Grantor**") to **FORT PIERCE REDEVELOPMENT AGENCY,** a Dependent Special District of the City of Fort Pierce, Florida, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantee**").

W I T N E S S E T H:

For and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby grant, covey, remise, release, and quitclaim unto the said Grantee, all that certain land, piece, parcel, or tract of land lying and being in the County of St. Lucie, State of Florida, to wit:

LOT 11, LESS THE WEST 5 FEET, BLOCK 3, ELDORADO SUB-DIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 2, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit, and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its undersigned, all in pursuance of due and lawful authority, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

_____
Print: _____
Address: _____

_____
Print: _____
Address: _____

LARRY LEE JR AND FAMILY LLC,

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____, as _____ of the LARRY LEE JR AND FAMILY LLC, who ☐ is personally known to me or ☐ has produced _____ as identification.

[NOTARY SEAL]

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

FPRA RESOLUTION NO. 23-05

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

WHEREAS, the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida ("FPRA") is the fee simple titleholder of real property which it acquired for community redevelopment commonly known as 612 North 25th Street, Fort Pierce, Florida, 34947 (the "Real Property"); and

WHEREAS, Section 163.380, Florida Statutes, authorizes FPRA to sell, lease, dispose of, or otherwise transfer real property or any interest therein acquired by it for community redevelopment in a community redevelopment area to any private person as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the provisions of said statute, after the approval of the community redevelopment plan by the governing body and in accordance with the procedures set forth in such statute; and

WHEREAS, at a meeting of FPRA held on January 16, 2018, FPRA approved the CRA Advisory Committee's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on January 30, 2023, and February 6, 2023, FPRA caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 3:30 p.m. on February 22, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on February 22, 2023, the bid period closed, and all bids received by FPRA were thereafter reviewed; and

WHEREAS, on April 11, 2023, Bid No. 2023-017, submitted by Larry Lee Jr and Family, LLC, whose address is 7936 Saddle Brook Drive, Port St. Lucie, FL 34986 (the "Successful Bidder") in the amount of Five Thousand and no/100 Dollars ($5,000.00) ("Transfer Consideration") was determined by the FPRA to be the highest bid for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic

reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the FPRA Chairperson, City Manager, officers, attorneys, and other agents of FPRA to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida:

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement, attached hereto as Exhibit "A" and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of a quitclaim deed conveying the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to FPRA in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the Board at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by FPRA.

SECTION 4. The FPRA Chairperson is hereby authorized to execute the quitclaim deed conveying the FPRA's interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the FPRA, the FPRA Director, officers, attorneys, and other agents of FPRA are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of FPRA is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

SECTION 6. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 14th day of November 2023.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 14th day of November 2023.

LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

LINDA W. COX
Agency Secretary

APPROVED AS TO FORM AND CORRECTNESS:

SARA HEDGES
Agency Attorney

EXHIBIT "A"

SURPLUS PROPERTY SALE AGREEMENT

612 N 25th STREET

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this 14th day of November, 2023 by and between the **FORT PIERCE REDEVELOPMENT AGENCY ("FPRA")**, a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **LARRY LEE JR AND FAMILY, LLC**, whose address is 7936 Saddlebrook Drive, Port St Lucie, FL 34986 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the FPRA owns the real property ("Real Property") described as 612 North 25th Street, Fort Pierce, Florida, 34947 in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2404-710-0067-000-3; and

WHEREAS, on November 14, 2023 the FPRA Board held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $5,000.00 (the "Purchase Price") was authorized via Resolution No. 23-05, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the FPRA subject to the limitations and requirements of this Agreement; and

WHEREAS, the FPRA desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the FPRA.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a neighborhood park called Village Keepers Garden of Hope on the Real Property pursuant to and in conformity with their submitted Bid No. 2023-017 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS** Grantee shall apply for any and all required approvals, building

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5268934 11/21/2023 03:23:30 PM
OR BOOK 5072 PAGE 2673 - 2678 Doc Type: AGR
RECORDING: $52.50

permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 180 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 120 calendar days of receiving the required approvals and building permits.

C. **COMPLETION OF PROJECT**
Grantee shall complete the construction of the neighborhood park and successfully complete all required approvals and building permits within 180 calendar days of the issuance of the required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include: proof the building permit(s) was obtained, proof the building permit(s) was successfully closed out, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The FPRA may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the FPRA in its sole discretion, the Purchase Price of the Real Property is forfeited to the FPRA, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the FPRA and the City , and their officers, employees, and agents against any claim, action,

loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the FPRA of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the FPRA no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
Larry Lee Jr and Family, LLC
7936 Saddlebrook Drive
Port St Lucie, FL 34986

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1
Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The FPRA's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the FPRA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded with the Clerk of the Circuit Court in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: Alice E Lee

Print: Alice E. Lee

Date: 11/8/23

Sign: Miriam Garcia

Print: Miriam Garcia

Date: 11/8/2023

GRANTEE:

Sign: Larry Lee Jr

Print: Larry Lee, Jr

Date: 11/8/23

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: Linda Hudson

Linda Hudson, Chairwoman

Date: 11/14/2023

Attest:

Linda W. Cox

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara K. Hedges, Esq.
Agency Attorney

EXHIBIT "A"

BID DOCUMENT NO. 2023-017

612 N 25th STREET

On file w/ City Clerk

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5308732 OR BOOK 5116 PAGE 2672, Recorded 03/07/2024 09:07:18 AM Doc Tax: $35.00

This instrument prepared by:
Sara Hedges, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Parcel I.D. No.: 2404-710-0067-000-3
Consideration: $5,000.00

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this 22 day of February, 2024, by **FORT PIERCE REDEVELOPMENT AGENCY,** a Dependent Special District of the City of Fort Pierce, Florida, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantor**"), to **LARRY LEE JR AND FAMILY LLC,** a Florida Limited Liability Company ("**Grantee**"), having an address of 7936 Saddle Brooke Drive, Port St. Lucie, FL 34986.

W I T N E S S E T H:

For and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby remise, release, and quitclaim unto the said Grantee, all that certain piece, parcel or tract of land lying and being in the County of St. Lucie, State of Florida, more particularly described as follows:

SEE ATTACHED EXHIBIT A (the "**Property**").

NOTWITHSTANDING THE FOREGOING, pursuant to that certain City of Fort Pierce Bid No. 2023-017, by and between Grantor and Grantee (a copy of which is on file with the City Clerk), if Grantee fails to complete the improvements as described therein in compliance with the Code of Ordinances of the City of Fort Pierce or violates, breaches, or fails to comply with the Surplus Property Agreement entered into on November 14, 2023 and recorded in the Public Records of St. Lucie County at Book 5072, Page 2673-2678 (a copy of which is also on file with the City Clerk), in any manner, then Grantor, its successors and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee forever; subject to reservations, easements, covenants, restrictions, and limitations of record and all existing public utilities, encroachments, ways, and servitudes howsoever created.

THIS QUIT-CLAIM DEED is subject to all matters and encumbrances of public records, including but not limited to easements, other interests of the Grantor or other third parties which may touch and concern the Property, and the Surplus Property Agreement executed on November 14th, 2023 and recorded in the Public Records of St. Lucie County at Book 5072, Page 2673-2678 (a copy of which is also on file with the City Clerk).

AND Grantor hereby releases all right, title, and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said Property, and Grantor hereby releases all privileges and rights of entry and all privileges which Grantor may have to mine and develop the same under Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its undersigned, all in pursuance of due and lawful authority, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print: Tina Rel
Address: Fort Pierce
100 N. US Hwy 1, Fort Pierce, FL 34950

Print: Linda Cox
Address: Fort Pierce
100 N. US Hwy 1, Fort Pierce, FL 34950

FORT PIERCE REDEVELOPMENT AGENCY,
a Dependent Special District of the City of Fort Pierce, Florida

By: Linda Hudson
Name: Linda Hudson
Title: Chairperson

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of February, 2024, by Linda Hudson, as Chairperson of the FORT PIERCE REDEVELOPMENT AGENCY, a Dependent Special District of the City of Fort Pierce, Florida, on behalf of said agency, who is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

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

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

EXHIBIT A
(The Property)

LOT 11, LESS THE WEST 5 FEET, BLOCK 3, ELDORADO SUB-DIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 2, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, (772) 467-3102	Bid No: 2023-017
Mandatory Site-Visit: N/A	Bid Title: DISPOSITION OF FPRA SURPLUS PROPERTIES – 612 NORTH 25TH STREET
Mandatory Site-Visit Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time 3:30PM, WEDNESDAY, FEBRUARY 22, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: LARRY LEE JR AND Family LLC Mailing Address: 7936 SADDLE BROOK DRIVE	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the proposer.* X _____ III Authorized Signature (Manual)
City, State, Zip Code: PORT SAINT LUCIE, FL 34986	Typed or Printed Name: LUCIAN LEWIS III
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: AUTHORIZED AGENT
Incorporated in the State of: FL Year: 2011	Delivery in _____ days, After Receipt Order
Phone Number: 772.529.2232	Payment Terms: CASHIER CHECK
Fax Number:	FEIN or SS Number: 27-4725083
E-Mail Address: LARRY.LEE51@GMAIL	Local Business: ✓Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

To: **The City of Fort Pierce**

From: Lucian Lewis Authorized Agent for Larry Lee Jr and Family LLC

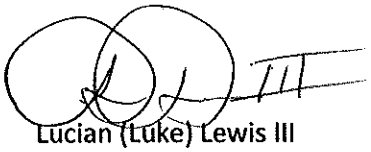
Date: February 22, 2023

Dear, Evaluators,

My intent for this correspondence, is to bring light to what is considered a game changer for the City of Fort Pierce and the Lincoln Park community. The above entity, has embraced giving back to a community that is once again starting to thrive. The concept to memorialize those who have come before us, is commendable and a great investment back into the community.

On behalf of the Larry Lee Jr and family LLC, I ask that you view this proposal as a vehicle to capture Ft Pierce as a city full of history and do whatever is in your power, to help "**RESTORE THE VILLAGE**" by restoring the memories.

Thank you for your consideration and time in advance.



Lucian (Luke) Lewis III

Authorized Agent

CITY OF FORT PIERCE
OFFER TO PURCHASE/BID RESPONSE FORM
DISPOSITION OF CITY SURPLUS PROPERTIES
Bid No. 2023-017

Date: 2/19/2023

I/we propose to purchase property located at: 612 NORTH 25TH STREET.

PROPOSED SUBMITTED BY:

Legal Name (s): LUCIAN LEWIS III
Address: 475 NW DOVER COURT, PORT SAINT LUCIE, FL 34983
Day-time Phone Number: 772-577-1166 Mobile Number: SAME AS DAYTIME
Email: lucianlewis1000@GMAIL.COM

INTENDED USE
I/we propose to use the property for:

MEMORIAN PARK FOR USE BY THE PUBLIC THAT WILL BE FUNDED WITH PRIVATE MONEY

Will this property be your primary residence? ____ Yes ✓ No

If not above, what do you intend to develop the property for: ____ Rental ____ Resale ✓ Other

IMPROVEMENTS
In consideration for the City of Fort Pierce transferring the property, I/we propose to make the following improvements. (Provide a detailed description of the project outlining intended use of the property with a description of rehabilitation, renovation, modifications, or new construction):

THE PROPERTY WILL BE USED AS A BOTANNICAL GARDEN FOR USE BY THE PUBLIC TO DISPLAY COMMUNITY HISTORY. ITEMS TO ACCOMPLISH THIS FEAT, WILL BE MADE POSSIBLE THROUGH BRONZE PLAQUES AND ENGRAVED BRICK PAVERS, NAMING CITY PIONNEERS AND THIER TIMELINES. AN ADJOINING PROPERTY HAS BEEN DONATED BY THE NEIGHBORING OWNER TO INCREASE THE FOOTPRINT AS WELL (*Attach pages as needed*)

Total value of all proposed improvements to the property: $ 60,000 DOLLARS

BID/BID AMOUNT
I/we offer to pay the City of Fort Pierce $ 5000 DOLLARS for the property.

REQUIRED INFORMATION
To be considered complete, the following documentation/information must be submitted. Please indicated if the information is included with this submittal in the tabbed format as describe above. Only complete bids will be considered.

✓ Yes ___ No **Development Plan –** Preliminary building plans including elevations floor plans, facades and landscaping.

✓ Yes ___ No **Timeline to complete construction project**

✓ Yes ___ No **Construction Cost Estimate-** improvements by a knowledgeable & experienced third-partyprofessional, e.g., an engineer, architect, or licensed contractor.

✓ Yes ___ No **Proof of financial ability** to complete the project. Proof may be letter of credit, loan commitment, or proof on cash on hand, or some other form as approved by the City. Grants or special financing must be listed but cannot be counted as proof as financial ability unless a copy of the award notice or other acceptable guarantee is provided.

✓ Yes ___ No **Property Utilization/Intended Use** – Will this be your primary residence? If not, what do you intend to develop the property for?

✓ Yes ___ No **Narrative/Summary from Developer OR Neighboring Property Owner/Occupant**

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce in awarding the specified Bidder, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement. The Bidder acknowledges that the deed will include a clause stating that the property reverts to the City of Fort Pierce if substantial compliance with the provisions of the bid is not met according to an agreed upon timeline.

Bidder of Authorized Representative

LUCIAN LEWIS III

Typed Name

2/19/2023

Date

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is the Bidder's Narrative/Summary included?	✓	
Is the proof of Financial Ability/Letter from financial institution included?	✓	
Is the Development Plan included:	✓	
Preliminary building plans included	✓	
Timeline to complete the construction project	✓	
Construction cost estimates included	✓	
Landscaping plans	✓	
Property development utilization		
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	✓	
Is the Offer to Purchase Form completed, signed and attached?	✓	
Bid envelope is marked accordingly.	✓	

PLEASE SIGN AND RETURN WITH BID: _____

LANDSCAPE PLANS

A copy of the attached rendering outlines a visual of the landscape conceptional drawing for the proposed project. As an overview, the landscape will exceed the city's requirement for trees and scrubs, as the intended use for this project is a garden like environment.

The front view of the project will be lined with hedges in accordance with the city's requirement and be bordered on both sides with like kind scrubs. The rear of the property will host royal palms, while the interior of the garden will embrace ixora plants, crotons and annual flowering planted around benches, to ensure colors year round.

Additional trees will be planted throughout the property to provide shade for visitors.

LANDSCAPE PROPOSAL

To Larry Lee Jr and Family LLC

Date: 2/7/2022

The below submittal consists of work to be performed at 612 North 25th Street and the adjoining property of which both, are described below

Parcel 1- Parcel ID 2404-710-0067-000-3

Parcel 2- Parcel ID 2404-710-0066-000-6

Combined, the total estimate for work at the properties are noted below. Total area is 0.28 acres

- Site survey for the property
- Obtain necessary permitting
- Mobilize equipment needs for the job
- Off-site fueling charge
- Deploy dump trucks for removal of yard waste
- Estimated dump fees
- Grade and level property for preparation
- Bring in fill to meet city elevation requirements
- Prepare landscape with irrigation
- Install irrigation pumps
- Prepare and layout walkway for pavers
- Install/fill/seal pavers
- Landscape property with plantings
- Transport and lay sod

Clear/grade/removal charges- $14000 dollars

Paver cost/Installation $16000 Dollars

Irrigation system and lines $5200 Dollars

Flowers/Sod including labor $12,500 Dollars

Palm trees donated. Labor only 12 palms $3000 Dollars LANDSCAPE ESTIMATE: **$50,700.00**

612 NORTH 25th STREET TIMELINE

- Submit bid by 2/22/23
- Await city review and approval of acceptance
- 30 Days-Upon award review drawings with the city for changes/edits
- 60 Days- respond back with items noted for review corrections
- 75 Days- Apply for any permits needed to move forward
- 90 Days – Start project
- 90-120 days- Engage city during build for recommendations
- 150 Days- complete project/ final approvals
- 180 days or less- Ribbon cutting ceremony with the city and media

SouthState

February 21, 2023

RE: Lucian Lewis III
Account #xxxx5751

Dear Sirs:

This letter is giving as per our customer's authorization.

Mr. Lewis has a balance in excess of $70,000.00 in available funds in our bank.

Do not hesitate to contact me if you have any questions.

Sincerely,

Margarita Ponte
AVP & Assistant Branch Manager
Ph: 772-293-0635

Property Utilization Summary

The Lincoln Park neighborhood is one of the oldest communities in Fort Pierce. As the city expanded beyond the original Fort established in the 1800's, a settlement called Edgartown emerged and over time, the community developed a bustling commercial district.

During its heyday in the 1950s and 1960s, Avenue D was the main corridor in the Village of Lincoln Park – it was St. Lucie County's bustling center for African American-owned shops, restaurants, businesses and a theater.

As the county began to grow, the 25th STREET corridor was also propelled into the limelight when residents traveling from Port Saint Lucie to Vero Beach, quickly realized it provided easy congestion free travel from Port St Lucie to the north end of the county.

Today, the Lincoln Park area is experiencing revitalization, celebrating its rich cultural history and making progress to again become the center of pride for the community.

It is with a mindset to preserve its historical value, the need for a memorial garden to recognize pioneers and their contributions was born. Our vision is to have a place where their struggles and work can be memorialized and visited for generations to come.

The Larry Lee Jr and Family LLC, is spearheading this project through private contributions to create a memorial garden lined with pavers and bronze markers, in recognition of pioneers and their timelines. It will also provide a place of reflection where time will stand still in a forever evolving community and city.

It is with the above summary, that I ask the City of Fort Pierce to consider this bid for the property located at 612 NORTH 25th STREET.

Best Regards.

Larry Lee Jr and Family LLC

7. SELECTION PROCESS/EVALUATION CRITERIA

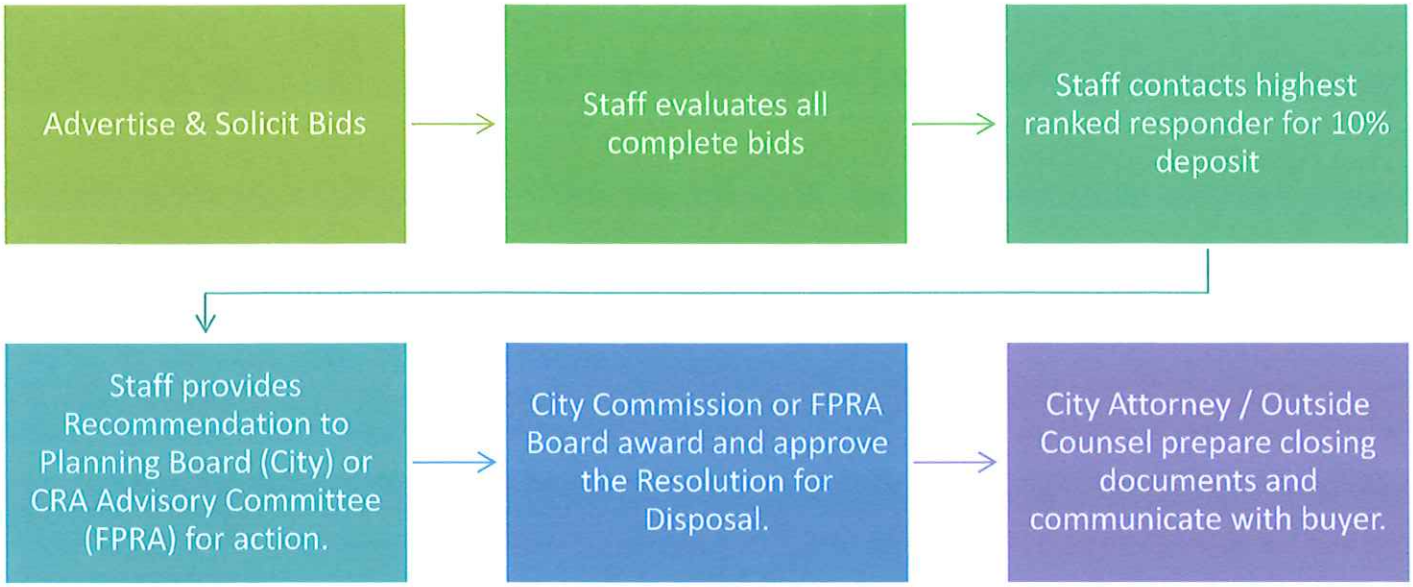
The City of Fort Pierce shall select the best responsive proposer/bid based upon the evaluation criteria, see below.

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

SCORING/EVALUATION CRITERIA FOR ACCEPTANCE OF SUBMITTALS	POSSIBLE POINTS
Development Plan	**MAX 20**
Preliminary building plans including elevations, floor plans, facades, landscaping plan	20
Sketches of plans to be developed	15
Detailed description with no drawings	5
Timeline to complete the construction project	**MAX 20**
Within one year	20
Between 1 to 2 years	15
More than 2 years but less than 3 years	5
Construction Cost Estimates	**MAX 10**
Detailed cost estimate from licensed contractor	10
Proposer estimated cost with no 3rd party backup	5
Proof of Financial Ability/Letter from Financial Institution (proof of financial ability to purchase the lot and construct)	**MAX 15**
Property Utilization Developed for Residential Use	**MAX 20**
Owner Occupied	20
Develop for Resale	15
Neighboring property owner	10
Develop as Rental Property	5
Narrative/Summary of development	**MAX 15**
Total Project Score	**100**

8. AWARD PROCESS



COPY

To: **The City of Fort Pierce**

From: Lucian Lewis Authorized Agent for Larry Lee Jr and Family LLC

Date: February 22, 2023

Dear, Evaluators,

My intent for this correspondence, is to bring light to what is considered a game changer for the City of Fort Pierce and the Lincoln Park community. The above entity, has embraced giving back to a community that is once again starting to thrive. The concept to memorialize those who have come before us, is commendable and a great investment back into the community.

On behalf of the Larry Lee Jr and family LLC, I ask that you view this proposal as a vehicle to capture Ft Pierce as a city full of history and do whatever is in your power, to help "**RESTORE THE VILLAGE**" by restoring the memories.

Thank you for your consideration and time in advance.

Lucian (Luke) Lewis III

Authorized Agent

FPRA Regular Meeting **8. a.**

Meeting Date: May 13, 2025

Re: FPRA Resolution 25-09 Authorizing or Denying a First Amendment-207 Orange Ave

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

---

SUBJECT:

FPRA Resolution 25-09 Authorizing or Denying a First Amendment to Grant Agreement for Commercial Facade Improvement located at 207 Orange Ave

SUMMARY:

On September 10, 2024, FPRA and Jetset Events, LLC entered into the Grant Agreement for Commercial Façade Improvement for the commercial facade located at 207 Orange Avenue.

Per the terms of the Grant Agreement, the recipient was required to obtain building permits within six months of the agreement's effective date. However, due to sourcing challenges and a tenant-related issue, the recipient was unable to secure the necessary permits within the specified timeframe. As a result, the grantee is now requesting a seven-month extension to obtain the required permits for the facade renovation.

If approved, the new deadline to receive the building permits would be October 10, 2025.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

FPRA Plan Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

FPRA Plan Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Staff recommends granting the recipient's request for an extension and authorizing execution of the First Amendment to the Grant Agreement.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	104-9400-554-4020
Amount:	25,000

OTHER INFORMATION:

Approved by FPRA Board 9/10/24

Attachments

FPRA Resolution 25-09
First Amendment-207 Orange Ave
Extension Letter
207 Orange Ave Grant Agreement 9.10.24
City Attorney Memo

FPRA RESOLUTION NO. 25-09

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING OR DENYING A FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT LOCATED AT 207 ORANGE AVENUE RELATED TO A REQUEST FOR AN EXTENSION OF TIME**; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2024, the Fort Pierce Redevelopment Agency ("FPRA") and Jetset Events, LLC ("Recipient") entered into the Grant Agreement for Commercial Façade Improvement ("Agreement") for the commercial façade located at 207 Orange Avenue, Fort Pierce, FL 34950 ("Property"); and

WHEREAS, the Agreement included Project Deadlines/Term for which the Recipient was required to receive the building permit within six months of the Effective Date and complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date; and

WHEREAS, the Recipient has requested an extension of seven months to receive the building permits which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months; and

WHEREAS, pursuant to the Agreement, the FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement; and

WHEREAS, pursuant to the Agreement, any authorization to extend the Project Deadlines must be in writing and approved by the FPRA Board.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FRPA hereby:

☐ GRANTS the Recipient's request for an extension of time and authorizes execution of the First Amendment to the Grant Agreement for Commercial Façade Improvement, attached hereto as Exhibit 1.

☐ DENIES the Recipient's request for an extension of time due to a material breach of the Agreement based on the Recipient's failure to comply with the term(s) of the Agreement and hereby authorizes and directs the FPRA Director or the Agency's Attorney, or their designee, to terminate the Agreement.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining

portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect upon approval by the Fort Pierce Redevelopment Agency Board.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, CHAIR

ATTEST:

_____
LINDA W. COX, AGENCY SECRETARY

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, AGENCY ATTORNEY

FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FACADE IMPROVEMENT

THIS FIRST AMENDMENT ("AMENDMENT") TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVENMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the FORT PIERCE REDEVELOPMENT AGENCY ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and JETSET EVENTS, LLC, whose mailing address is 207 Orange Avenue , Fort Pierce. FL; 34950 ("Recipient"), collectively the "Parties".

WITNESSETH:

WHEREAS, on September 10, 2024, the Parties entered into the Grant Agreement ("Agreement") for Commercial Façade Improvement located at 207 Orange Avenue, Fort Pierce, FL 34950; and

WHEREAS, the Agreement included Paragraph 4 – Project Deadlines/Term for which the Recipient was required to receive the building permit(s) within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date; and

WHEREAS, the Recipient has requested an extension of seven months to receive the building permits, which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months.

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

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

2. **Effective Date.** This Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.

3. **Project Deadlines/Term.** Paragraph 4 – Project Deadlines/Term shall be amended as follows:

    4. Project Deadlines/Term. The Recipient must receive the building permits within ~~six~~ thirteen (13) months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This ~~eighteen month~~ twenty-five (25) month period shall be considered the Agreement Term (the "Term"). The FPRA shall

have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within ~~six~~ thirteen (13) months. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

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

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

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

(REMAINDER OF PAGE INTENTIALLY LEFT BLANK)

OWNER/RECIPIENT WITNESSES:

Sign: _____
Print Name: Jason Einstein
Address: 114 W 5th St, DE

Sign: _____
Print Name: Christopher Gardner
Address: 207 ORANGE AVE

OWNER/RECIPIENT:

JETSET EVENTS, LLC

Sign: _____
Print Name: Kristin Stein
Title: Owner
Date: 4/24/2025

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____
Linda Hudson, Chairwoman

Date: _____

ATTEST:

_____
Linda W. Cox, Agency Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq.
Agency Attorney

(Note: Originally, we were only asking for a 180 day (~6-month) extension and were tentatively scheduled to be in front of the FPRA board in April, but the City Attorney requested some changes of the Amendment & there was not enough for official notice to make the April Agenda.)

March 7, 2025

Dear Miriam,

I am writing to request a 210-day (~7 month) extension for obtaining our building permits for our Façade Grant as well as completing the project that does not include building permits (installing security cameras). We have every intension to move forward and complete all improvements, but we will not make the March 10, 2025, deadline for obtaining our building permits due to scheduling, supply issues and giving our tenants time to work through an "issue." I will be at the FPRA meeting on May 13th & can go into more details if needed but below is an overview for the request.

The initial game-plan was to have the plans drawn & submitted right away (after receiving Grant approval) to obtain the building permit for the lower-level total remodel, including new impact windows and ADA compliant doors; then start the renovation mid-January (after hurricane & holiday season).

Reason for Request:

1. Sourcing Challenges:

We have very large, plate glass windows, and it is not easy to find a company that stocks impact windows of this size that are "affordable," have doors that we like & good overall turnaround time.

While the impact windows & doors were available at the time of our grant submittal (July), not all were available when we were ready to start/awarded the grant (September). Our choices were to wait for an uncertain amount of time or pick smaller windows.

We did not want to "settle" & be forced to down-size the windows, which would vastly alter the building's current appearance. It is very important to us to maintain our building's historical characteristics and charm as much as possible. We would rather wait/ask for the extension vs do something "wrong" just to make a deadline. (& hope the City feels the same way.)

Also, if we opted to downsize, we would risk investing the money on plans just to most likely be denied by the Historic Board. (You can look around downtown and see the differences the window sizes make; seeing those that are now smaller.)

We waited and when the windows became available the lead time for the architect to complete the designs was ~16 weeks, due to an active hurricane season. ~16 weeks was pushing it to make the deadline, but "doable."

2. Working with our Tenants

However, around the same time that we went to start, we found out our Tenant (who occupies the entire lower level) was providing services they were not licensed to provide, which triggered several issues. We decided to pause the design plans to wait on our Tenant to figure out how they would move forward since their decision could have an impact on our overall designs.

Legally, we had to give the Tenant a certain amount of time to cure the violations of their Lease; plus, we are good Landlords and rather work with the Tenant vs terminate their Lease. (**Note:** by the time we are in front of the FPRA on May 13th, we will know what direction our tenants are going & our design plans will be finalized).

3. Repairing Recent Storm Damage

Our fence was severely damaged during a recent storm (which is not part of the Grant since it is in the back courtyard), but our Contractor is in the process of replacing that, which does take away time for him to work on the other projects. (Building permit attached for fence for reference). Not that this really impacted us, "per se;" since he really cannot do any of the other improvements or order supplies/turn in plans for the upper façade improvements until the lower Façade windows & doors are finalized. (Changes to the downstairs could affect the design for the upstairs). I am bringing this up to show "good faith" & that we are working on the building in other ways until the windows/doors are finalized & tenant issues are resolved.

4. Security Cameras

We would also like to request an extension on the one improvement that does not require building plans & is supposed to be completed by March 10, 2025; which is installing the security cameras. We were waiting to purchase the new security cameras closer to the time the renovations begin in case there were any issues/they weren't working, we could exchange them. Also, the warranty starts from the time of purchase. By delaying the purchase, the cameras would be covered longer and as much as technology changes, this helps ensure we have the newest model.

Moving Forward & New Timeline:

We found another glass company (Superior Glass, located in Vero) that has the products we want available, and the lead time for plans to be completed is not as long, they anticipate ~8-9 weeks from the time the contract is executed until they turn in the plans for building permits. (While we would love to start the plans right now & ask for a shorter extension, we prefer to wait in case we are not granted the extension since unfortunately, we are only able to complete these improvements with this grant.)

Our extension request is going in front of the FPRA on May 13th, 2025.

If we are given approval for the extension, that gives us ~21 weeks from the FPRA meeting to complete plans, obtain Building Permit & Historic COA. Even if it takes 10-11 weeks for plans to be designed & submitted, that leaves us 10-11 weeks which should be enough time for plans to be reviewed/approved by the building department.

It is our intention to start the renovations once building permit is received. (We understand it will be hurricane season, but plan to still do the remodel as long as there are no active storms).

We are very excited to move forward with this project & hope you will agree to extend the deadline for obtaining the building permit for another project 180 days (~6 months). This extension is very important, for multiple reasons:

- It allows us to work with our Tenant, giving them time to cure their violations vs terminating their lease and having another empty storefront downtown.
- It allows us to deliver a stunning final product, like we are known for doing! (Look at how our building has transformed over the years. We were flattered to see our building on the cover for the Façade Grant. We plan to continue raising the bar & hopefully inspire others!)
- Most importantly, starting the path to becoming ADA compliant, which is why we initially applied for this grant. It is not easy and requires the full renovation of our entire lower level for the storefronts to have accessible entranceways.

As many know, ADA accessibility is near & dear to my heart. Even though it is not "required," we have been wanting to redo the front of our building to make it ADA compliant for several years now, but it is an expensive capital improvement where we most likely will not see a ROI until we sell the building (which we don't plan to do anytime soon). Without this Grant, we just would not be able to justify the cost when we have many other necessary improvements to consider. At the end of the day, these historical buildings are expensive to maintain, let alone bring up to the current code. There is only so much money you can put towards these improvements when the overall rental income is a little on the "lower" side. It is a delicate balancing act; while we would love to do more major projects asap, we need to stay fiscally responsible. Thank you for providing these grant opportunities in general. It is the grant opportunities like this that allow us to keep improving our building while maintaining affordable rents = Win-Win for Downtown patrons, tenants, our building & its' future.

Thank you for your time & consideration. Please feel free to reach out to me if you have any questions.

Sincerely,

Kris Einstein
Jetset Events, LLC
207 Orange Ave
FPR, FL 34950

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this 10 day of September 2024, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA"), and JETSET EVENTS, LLC, a Florida Limited Liability Company, ("Recipient"), (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, a Dependent Special District of the City of Fort Pierce, Florida, established the Commercial Façade Grant Program; and

WHEREAS, the Commercial Façade Grant Program currently offers financial assistance to commercial property and business owners looking to improve the façades of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, Recipient is the owner of property located at 207 Orange Avenue, Fort Pierce, FL (Parcel ID: 2410-507-0002-000-5) (the "Property"); and

WHEREAS, Recipient submitted a Commercial Façade Grant Program application, and a revised application, to the FPRA requesting a grant for the façade renovation of the Property; and

WHEREAS, the purpose of the intended renovations are to substantially improve the façade of the Property by adding outdoor window boxes and hurricane shutters to the upper windows; installing security cameras; and renovating the entranceway including replacing exterior flooring, removing tile, replacing the windows and replacing the front doors with ADA compliant entrances; and

WHEREAS, the Property is located within the FPRA district boundaries and the renovation of the Property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $25,000 to Recipient for the façade renovation of the Property; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 207 Orange Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

NOW, THEREFORE, the Parties do herby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package submitted on July 2, 2024, and revised on July 28, 2024 (collectively "Application"), that was reviewed by City staff and approved by the FPRA Board, and which is set forth in Appendix B.

3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

4. **Project Deadlines/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadlines shall be in writing and approved by the FPRA Board.

6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after the date the project is completed.

8. **Progress Reports.** Upon request by the FPRA, Recipient agrees to submit written progress/status reports, including, but not limited to such reports which provide a list of activities and expenditures for the project.

9. **Records, Reports and Inspection.**

   A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such books, records and

information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the Property use is consistent with the uses described in the Project Development Plan, in accordance with this Agreement.

10. **Default and Termination.**

A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 13 of this Agreement.

B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.

C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims’), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

B. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or

C. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the notice recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the notice recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the notice recipient at the address provided below.

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Jetset Events, LLC 207 Orange Avenue Suite K Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said real property.

15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

16. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

17. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

18. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

19. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent actions.

20. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

21. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.

22. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

23. **Governing Law and Venue.** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives, as of the date first above written.

OWNER/RECIPIENT WITNESSES:

Sign: _____

Print: Chris Gardner

Date: August 29, 2024

Sign: _____

Print: Tamera Ownby

Date: August 29, 2024

CITY WITNESSES:

Sign: _____

Print: Linda W Cox

Date: 9/10/24

Sign: _____

Print: Tina Rel

Date: 9/10/24

OWNER/RECIPIENT:

JETSET EVENTS, LLC by

Sign: _____

Print: Kris Einstein

Title: President/Owner

Date: August 29, 2024

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Print: Linda Hudson

As its: Chair

Date: 9/10/2024

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
City Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

207 ORANGE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Jetset Events, LLC, for the renovation of property located at 207 Orange Avenue. This grant will provide funds to assist the Recipient improve the property by adding outdoor window boxes and hurricane shutters to the upper windows; installing security cameras; and renovating the entranceway including replacing exterior flooring, removing tile, replacing the windows and replacing the front doors with ADA compliant entrances.

The Recipient will provide to the FPRA a Final Report documenting all construction costs incurred in association with the improvements included in the Application (Appendix "B") prior to receiving reimbursement payment(s). Recipient must include:

A. Completed W-9, as required by law, for the Recipient of the grant funds.
B. Copies of all required closed permits.
C. Copies of all invoices
D. Proof of payment (Cancelled checks or bank statements)
E. Photographs of the work undertaken
F. Releases of liens (if applicable)
G. Occupancy certificates (if applicable)

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by March 10, 2026.

These reports/request can be sent electronic or by postal mail:
Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

APPENDIX “B”

APPLICATION PACKETS

207 ORANGE AVENUE FORT PIERCE, FL 34950

1. Revised/Updated Application Packet (July 28, 2024)

2. Original Application Packet (July 2, 2024)

Print

2024 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #22568

Date Submitted: 7/2/2024

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

To review full grant program overview, visit: Commercial Facade Cover Page (cityoffortpierce.com)

Property Details:

Parcel ID Number:*

2410-507-0002-000-5

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

Grant Property Address:*

207 Orange Avenue

Property Owner's Name:*

Jetet Events LLC

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

Building's Existing Use(s):*

Mixed Use

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Kris Einstein

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

Owner

Email Address:*

kris@entertainair.com

Phone Number: *

3863029510

Business Information:

Legal Business Name:

Jetset Events, LLC

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

Owns the Mixed Use building which is applying for this grant

Employer Identification Number / Tax ID:

81-4638668

Number of Years in Business:

8

Number of Years at Current Address:

8

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

Project Details:

Grant amount requested?

$25,000

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

What is the total project investment?

$56,540

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12 months, hopefully a lot sooner, but depends upon approval from Historical Board, weather and shipping of supplies

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

General Description of Proposed Improvements:*

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

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

See Attached

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

Personally funded

Design & Creativity

Our Building was used in the picture on the cover of the Grant's Overview paperwork, so that says something. :) On serious note - we have done a lot of research on our building (back to the days before it housed Western Union & Montgomery Wards Sales Order Office) & are keeping it as original as possible while bringing the front entrances up to ADA compliance & current building codes. We also are using design elements found on other buildings to keep it cohesive with neighboring downtown buildings. Some improvements, like properly draining the courtyard & bigger/more gutters, will help prevent/fix flooding during heavy rains (we are downhill of other properties). Repairing the fence wall, replacing the fence & repairing gate, along with new landscaping in the courtyard will not only be more attractive (vs blight), but then our tenants & their clients can enjoy it more so. Plus it will be safer ie help keep the homeless (& others) from coming in to sleep there at night. By doing the repairs and improvements, the building will become more energy efficient since the front is the plate glass & the windows & doors are from 30+ years ago, providing no insulation and are not safe, nor up to code. All of the projects will help with the longevity of the building - our building is in relatively great shape because of the care we put into it & properly maintain it. We are constantly updating it and only use quality materials. These projects will help with the building's overall longevity.

Provide a narrative of how your project will accomplish the following:

- Innovative and visually appealing facade design
- Compatibility with neighborhood's architectural style
- Sustainability and longevity of proposed improvements

Community Impact/Public Benefit

Lower Level Commercial spaces' entrances will be ADA complaint. Courtyard will not be blighted/eye sore. Tenants will have more space to "entertain" their clients. Not a lot of salons in downtown, if any, (our current clients) have outdoor spaces they can use for clients. The building will look "fresh" while maintaining it's historic character, only adding beauty to the downtown.

Narrative describing how the funded project will generate meaningful positive impacts for the community and the general public.

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

1) Our building is shown on page 37-39 of the FPRA's Redevelopment Plan.
2) Historic Preservation (pg 90) - our building is on the local historic registry & is one of the "structures that exemplify Fort Pierce's historical significance." This grant will allow us to continue to preserve the building so it will be around for many, many more years to come, plus, with it having ADA compliant entrances, more people will be able to enjoy the building & more potential clients for our current & future tenants.
From Questions on pg 103:
#9's answer - 5. Improve community aesthetics (e.g. landscaping, façade, architecture, etc.)
Below are excerpts from the FPRA Plan that our project incorporates/addresses.
GOAL The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.
GOAL The Fort Pierce Redevelopment Agency shall support the City's efforts to address stormwater issues and localized flooding within the Community Redevelopment Area.
GOAL The Fort Pierce Redevelopment Agency shall Improve public safety and perception of safety within the Redevelopment Area.
Although often overlooked in redevelopment discussions, signage continues to play an important role within our communities.

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

Required Documentation:

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

Current Photos - front and side.pdf

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

Current Photo - Back and Roof.pdf

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

Conceptual Pics.pdf

Design and construction plans for the proposed improvements.*

Timeline and projects.pdf

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

Examples of materials1.pdf

Proof of ability to fully fund the project.*

Funding.pdf

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

Letter.pdf

Cost Estimates*

Estimates.pdf

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

Signature

Electronic Signature*

K einstein

Certification Statements for Commercial Facade Application Submission

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

2. I certify that I have reviewed the Commercial Facade Program Overview.

3. By typing my name in the box above, I am signing this document electronically. I agree that my electronic signature has the same validity and legal effect as my handwritten signature.

Current Photo
207
209
BEAUTY BA
BRODERICK

Project #2

Conceptual Option #1
(Preferred option)

1 "Big" window per storefront
w/ Transoms above windows (+ Doors)

Project #2

Conceptual Option #2

Taller + thinner windows / No Transoms above windows

Conceptual w/ option #1 for windows on lower storefronts.

Conceptual w/ option #2 for storefront windows

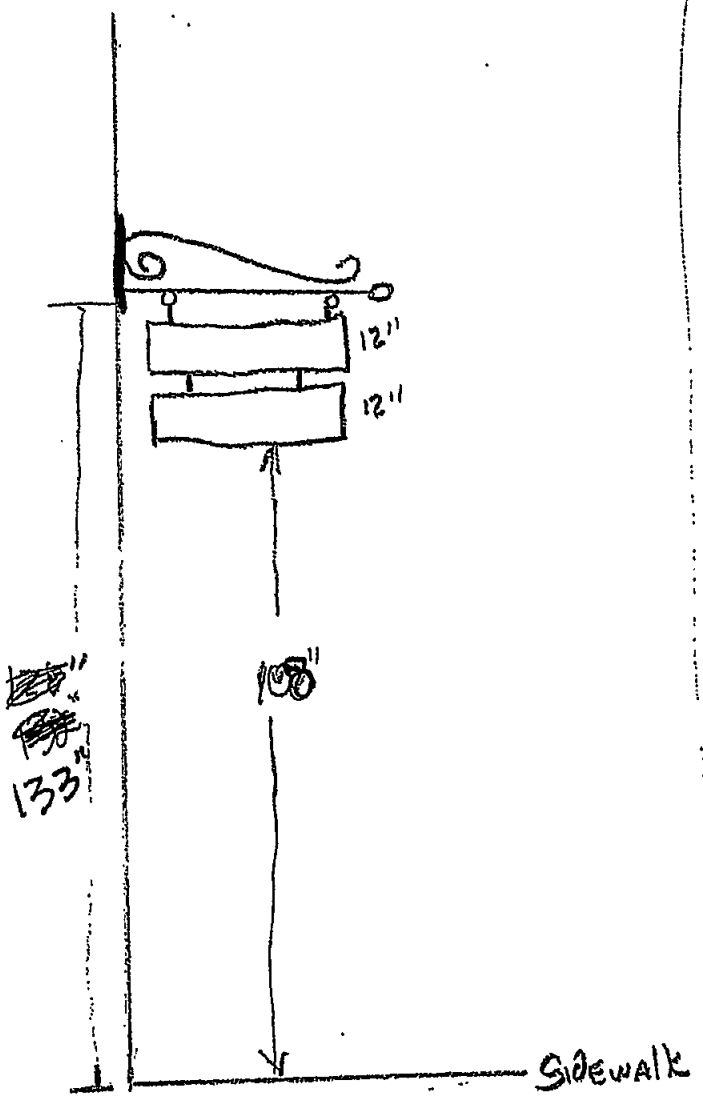
Conceptual Rear

Project 3+4

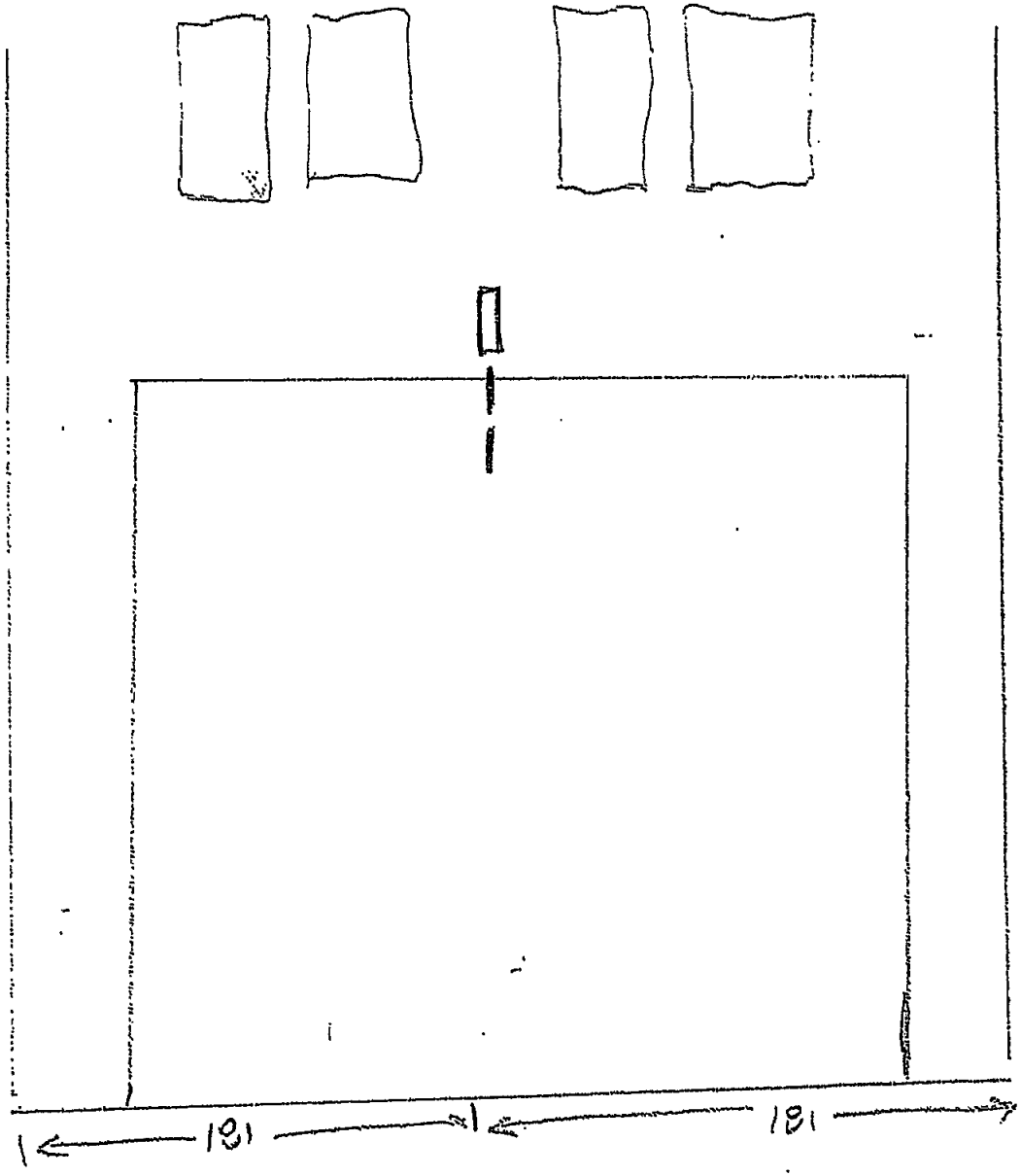
Option 2
Back Deck

Conceptual Rear Facade project 4, 5 And Alt 7

SIDE VIEW



FRONT VIEW



Mounted at building centerline 120" to base with 2 12" sign below bottom height 103"

Current Photo
old telephone cables
Replace
Replace

Current

Current

Remove
OBsolete
tel lines
+ REORG
Xfinity
Lines

Upper
ones
are FPLA
+ lower
ones are
Cable
+ the
Obsolete
BellSouth
tel Lines

Current

Current

* Repaint Gate + Replace Frame

Current
Replace Frame
Stay
These to Stay + Be Repainted

Current
Replace Fence

Current

Current

Fix wall

Current
Fix wall + paint

Current

Re-Paint Pole up to height of Fence

"New Addition" is Where Building "Drops" Down

Back of Bldg

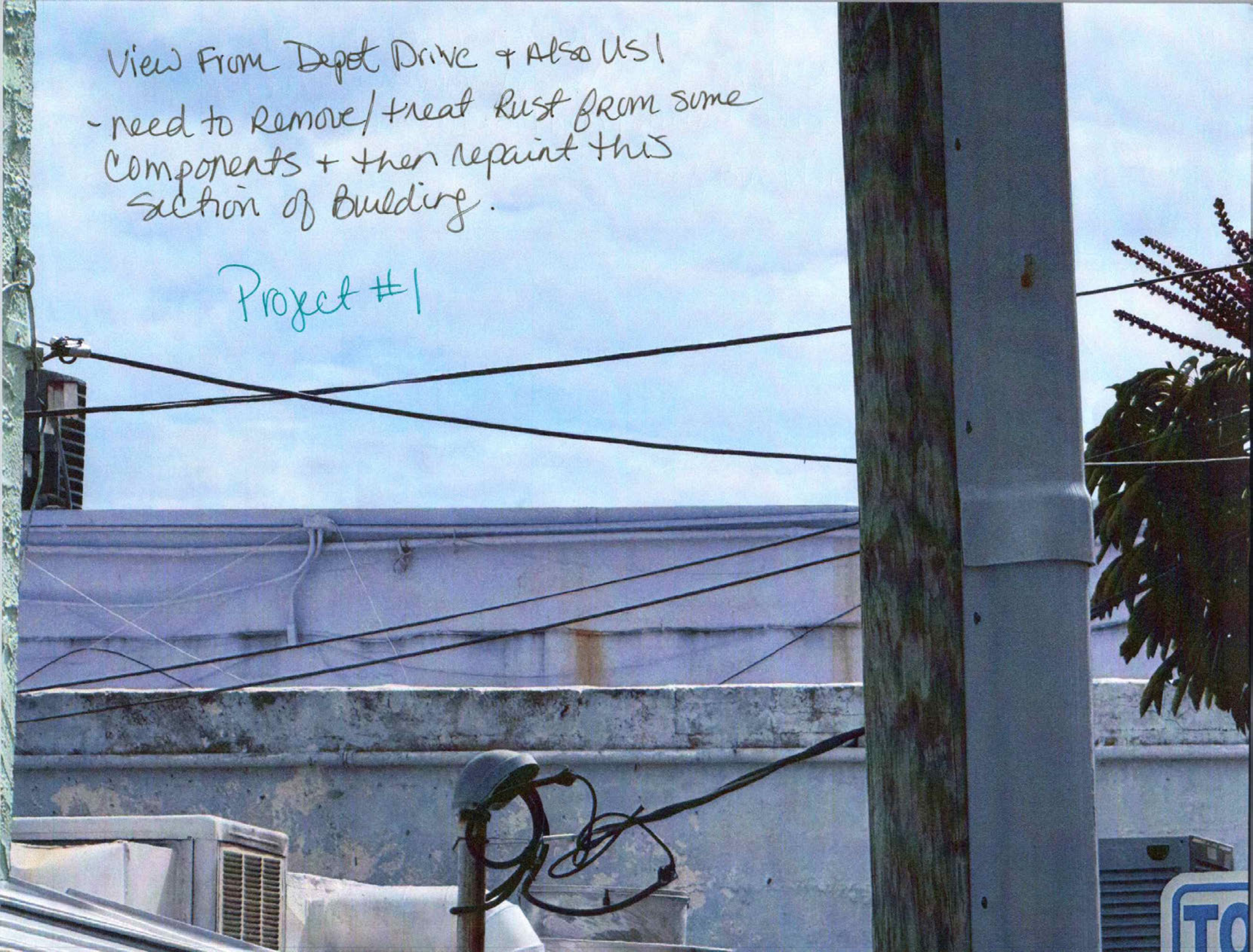
Current Photo
Door #1 - 36" WIDE
#2 - 34" WIDE
#3 - 33 3/4 WIDE
Plate Glass
#A - 70" WIDE
B - 81" WIDE
C - 52 1/2" WIDE
D - 25" WIDE
90" high
1
A
2
B
3
C
D
207
209
BEAUTY BA
BRODERICK
90"
70"
81"
25"
52 1/2"
0"
9"
3.5"
13 1/2"
4"
5 1/2"
Space Between Windows/Doors

* Have to Reduce Window sizes to allow enough Room for wider Doors + line up properly with Interior Space.
Door #1 ~36" wide
Door #2 (middle) ~34" wide
Door #3 33 3/4" wide
Building had transoms from @ least 1980
207
209
3.5" wide
Sunrise Beauty Bar
SUNRISE CITY
BEAUTY BAR
(772) 708-6563
9"
13 1/2"
4" Between window + Door
70"
81"
36"
34"
33 3/4"
Door #1 Does not "fully" open Due to hinge, so not true 36"
Current Photo

current photo
Door #2 (Middle)
Remove tile expose orig Transom
* Remove All Facade Tile around Doors + below Windows
207
BEAUTY BAR
(772) 708-6563
Sunrise Beauty Bar
SUNRISE CITY
BEAUTY BAR
81"
52½"
25"
90"
16"
13½"
16"
4" between window + 3rd door
34"
3.5" Between Window + Door
Replace All Ground tiles

Current Photo

Current photo


View From Depot Drive + Also US1
- need to Remove/treat Rust from some Components + then repaint this section of Building.
Project #1

ESTIMATE

DATE
June 27, 2024

ESTIMATE NO
24-8071

Campbell Construction
2200 Campbell Cove Trail
DeLeon Springs, FL 32130
386-527-9727
mbc.construction@gmail.com
License Number: CBC1252939

ESTIMATE TO:
Jetset Events
207 Orange Ave, Suite A
Fort Pierce, FL 34950
386-302-9510
trips@entertainair.com

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
MC	Krissy E	Payment Schedule to be given once Projects and Schedule are Identified with 25% due at time of signing contract.	Net 15 Upon Acceptance

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Project - Front Facade (Lower Level)			
1	3 Exterior Doors, 3 Locks, Windows, Transoms, Replace Tile on Ground (in alcove), Stucco Repair, Paint, Sign Bracket & Installation (does not include Tenants' signs) - includes removal of old doors, tiles, windows, fixtures; prep work required for new products to be installed & installation of new products.	36,140	$36,140.00
Project - Front Facade (Upper Level)			
4	Window Boxes (including installation)	500	$2,000.00
Project - Fence			
1	Fixing of the ground wall, new fencing and framing for the gate. Includes removal of current fencing, installation of new fencing; painting of concrete and gate	9,600	$9,600.00

PG1

Quantity	Description	Unit Price	Line Total
Project - Back Facade			
1	Lower Level: 1 Exterior Door, 1 Window & 1 Window Box; Upper Level: 1 Exterior Door, 1 Window, New Light Fixtures, Decking, Railing & Gutters. Upper & Lower: 2 Locks, Concrete & Stucco Repair, Paint. Includes removal of old products (including old cables), prep work required for new products to be installed & installation of new products.	28,135	$28,135.00
Project - Courtyard			
1	Landscaping - New Pavers, artificial grass, shrubbery/plants/flowers (including Italian Cypress to match), drainage	4,000	$4,000.00
Project - Painting Small Section of Side Facade			
1	Touch up paint on the upper side of the building (facing west). Includes fixing issue that is causing rust to drip down the side of building.	1,300	$1,300.00
Misc Fees			
1	Architect Fees	4,600	$4,600.00

This estimate is valid for 15 days.

Per Client's request, permit fees are not included.

Subtotal	$85,775.00
Total	$85,775.00

pg 2

ESTIMATE

Native Roofing Solutions LLC
P.O Box 1513,
CCC1334800
Fort Pierce , FL 34954
(772) 801-5492
License Number: CCC1334800
www.NativeRoofingSolutions.com

Sales Representative
Stacy Moran
(772) 971-8255
stacy@nativeroofingsolutions.com

Native Roofing Solutions LLC
"We'll Keep You Dry"
772-801-5492
Licensed & Insured

Chris Gardner
Job #1144 - Gardner- Orange Ave
207 Orange Ave
Fort Pierce, FL 34950

Estimate #	7211
Date	7/1/2024

Item	Description	Price
Modified Flat Roof	-Tear off a single layer of existing flat roof system down to the plywood/decking. -Remove and replace up to 5 sheets of plywood if needed. -Note: All additional plywood if needed will be billed out at $105.00 per sheet installed. -Re-nail the entire plywood roof deck to meet the code using 8D ringshank nails. -Install Polyglass self-adhered base sheet to code. -Install 26 Ga. eave drip to code using 1-1/4" ringshank nails. -Install polyglass "White" granulated Modified bitumen torch applied to code. -A 3 yr workmanship warranty will be forwarded upon receipt of final payment.	$18,000.00
Modified 1.4" Pitched Roof	-Tear off a single layer of existing flat roof system down to the decking. -Remove and replace up to 5 sheets of plywood if needed. -Note: All additional plywood if needed will be billed out at $105.00 per sheet installed. -Re-nail the entire plywood roof deck to meet the code using 8D ringshank nails. -Install Polyglass self-adhered base sheet to code. -Install ISO board as needed to create a pitch towards all sides of roof system to eliminate water ponding. -Install self adhered base sheet using screws and plates to mechanically attatched to base sheet to ISO board. -Install white torch applied modified bitumen roof system for water tightness of flat deck to code. -A 3 yr workmanship warranty will be forwarded upon receipt of final payment.	$12,000.00

Item	Description	Price
Job Notes	Doors/Windows will be covered with Plywood at location of dump trailer or dumpster for protection. Patio areas as well as shrubs and plants will be protected as best possible. This Estimate does not include the following: -Electric disconnects on any roof top appliances. - Painting - Gutter Re- use - Gutter Replacement This Estimate includes: -Any caps for parapet walls -New vents and lead stacks -Eliminating pipes on roof top that are not in use. - All Necessary permitting - Clean up and dispossal of all job related debris - Manufacturer and workmanship warranties This Quote is valid for 5 days from estimate date.	$0.00
Donation		$0.00

Sub Total	$30,000.00
Total	$30,000.00

Signature: _____

SPECIAL INSTRUCTIONS

Terms Shall be as stated:
1. 35% Due Upon Signing of Contract
2. 40% Due Upon Dry In
3. 25% Due Upon Completion

We accept the following payment methods:
- Cash
- Check
- ACH
- 3rd party financing
- Credit cards (an additional fee of 4%)
- Venmo, Zelle, Apple Pay

Main Paint color of Building

Violet Vision

S540-2

See all Purple Paint Colors >

LRV: 51 R: 183 G: 189 B: 209

Main Paint color for Bldg

Internet # 205264276 Model # 705005 Store SKU # 926797

Live Chat Feedback

BEHR PREMIUM PLUS

5 gal. #S540-2 Violet Vision Satin Enamel Low Odor Interior Paint & Primer

★★★★½ (11123) Questions & Answers (435)

Share Print

See This in My Room

Paint
Main colors

Dimensions

Container Size	5 Gallon

Details

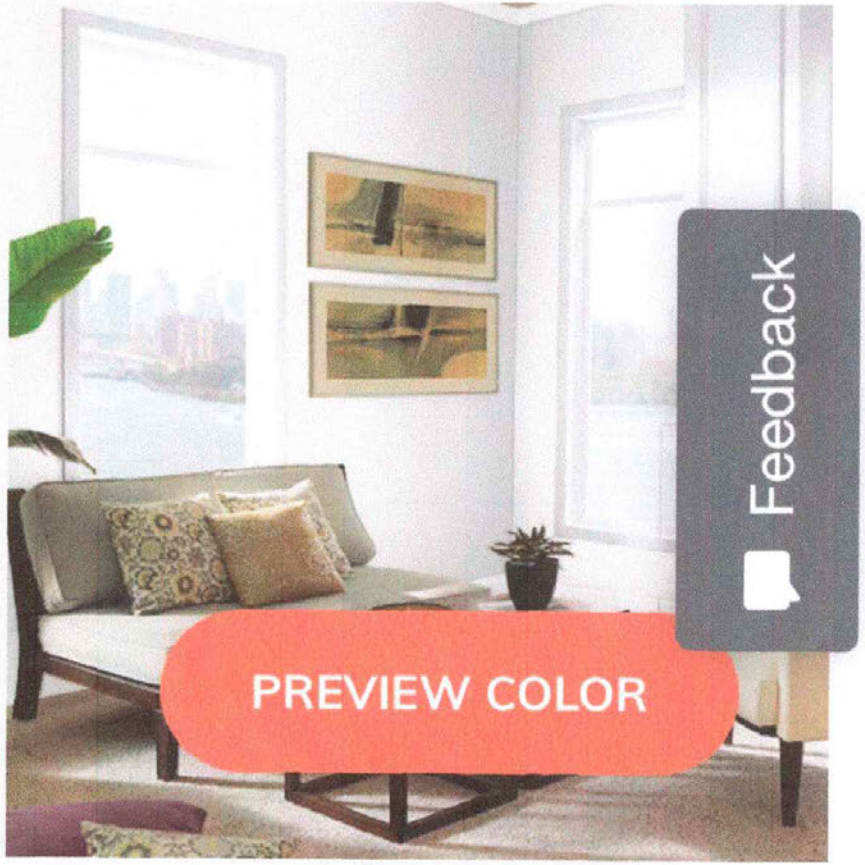
Approximate Coverage (sq. ft.)	2000	**Base Material**	Acrylic
Color Family	Purple / Lavender	**Color/Finish**	Violet Vision
Dry to Touch (min.)	60	**Hexadecimal Value**	B7BDD2
HSL Value	226.7:23.1:77.1	**Minimum Temperature for Use (F)**	35
Number of coats recommended	2	**Paint & Primer in One**	Yes
Paint Key Features	Low Temperature, Paint & Primer in One	**Paint Type**	Exterior Paint
Paint/Stain Clean Up	Soap & Water	**Protection Type**	Mildew Resistant
Returnable	Non-Returnable	**RGB Value**	183:189:210
Sheen	Satin	**Surface Material Use**	Brick, Drywall, Masonry, Plaster, Stucco, Vinyl, Wood
Time before recoating (hours)	2	**Tint Base**	Base 1
Transparency	Solid		

Cameo White

MQ3-32

Trim color paint + front facade Alcove

See all White Paint Colors >



LRV: 81 R: 235 G: 232 B: 226

Trim color + Front Facade Alcove

Internet # 329086212 Model # 815005 Store SKU # 1011127493

New

BEHR PREMIUM PLUS

5 gal. #MQ3-32 Cameo White Hi-Gloss Enamel Interior/Exterior Paint & Primer

★★★★½ (73) Questions & Answers (9)

$179.00

Pay $154.00 after $25 OFF your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Durable finish, resists dirt & grime
- Hi-Gloss sheen best for kitchens, bathrooms, cabinets & trim

Dimensions

Container Size	5 Gallon

Cameo White Trim & Alcove paint

Details

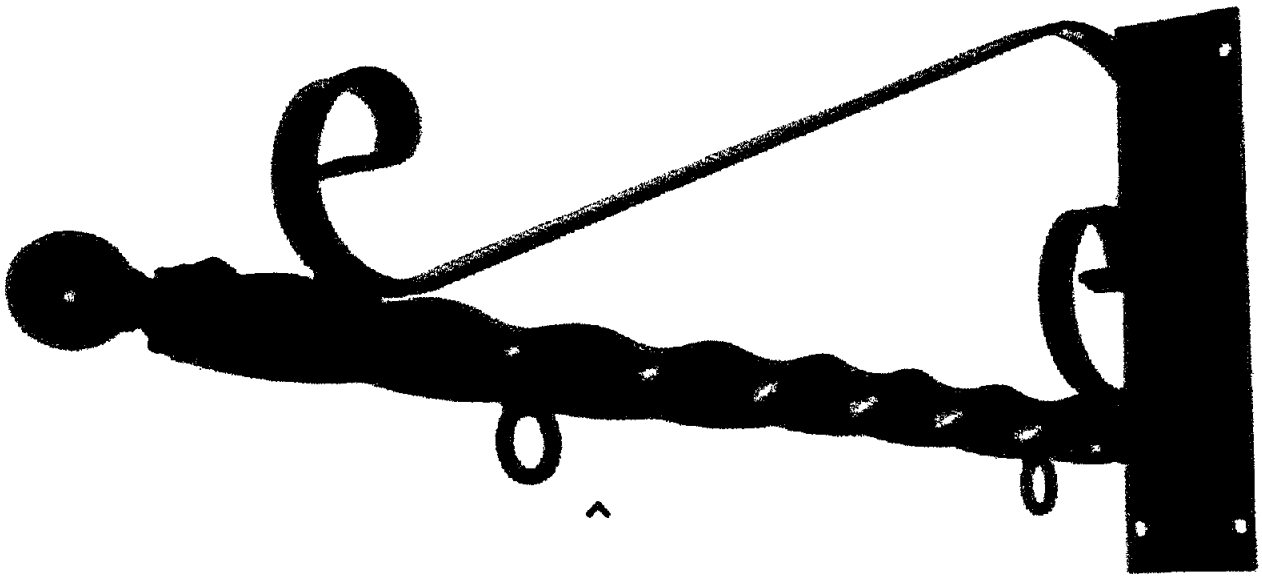
Approximate Coverage (sq. ft.)	2000	**Base Material**	Acrylic
Color Family	White	**Color/Finish**	Cameo White
Dry to Touch (min.)	60	**Hexadecimal Value**	EBE8E2
HSL Value	40.0:18.4:90.4	**Minimum Temperature for Use (F)**	35
Number of coats recommended	2	**Paint & Primer in One**	Yes
Paint Key Features	Low Temperature, Paint & Primer in One	**Paint Type**	Exterior Paint
Paint/Stain Clean Up	Soap & Water	**Protection Type**	Mildew Resistant
Returnable	Non-Returnable	**RGB Value**	235:232:226
Sheen	Satin	**Surface Material Use**	Brick, Drywall, Masonry, Plaster, Stucco, Vinyl, Wood
Time before recoating (hours)	2	**Tint Base**	Base 1
Transparency	Solid		

Sold by **streetsignusa** (http://myworld.ebay.com/streetsignusa) (3517

(http://feedback.ebay.com/ws/eBayISAPI.dll?ViewFeedback&userid=streetsignusa))

+ Show additional actions

Delivered



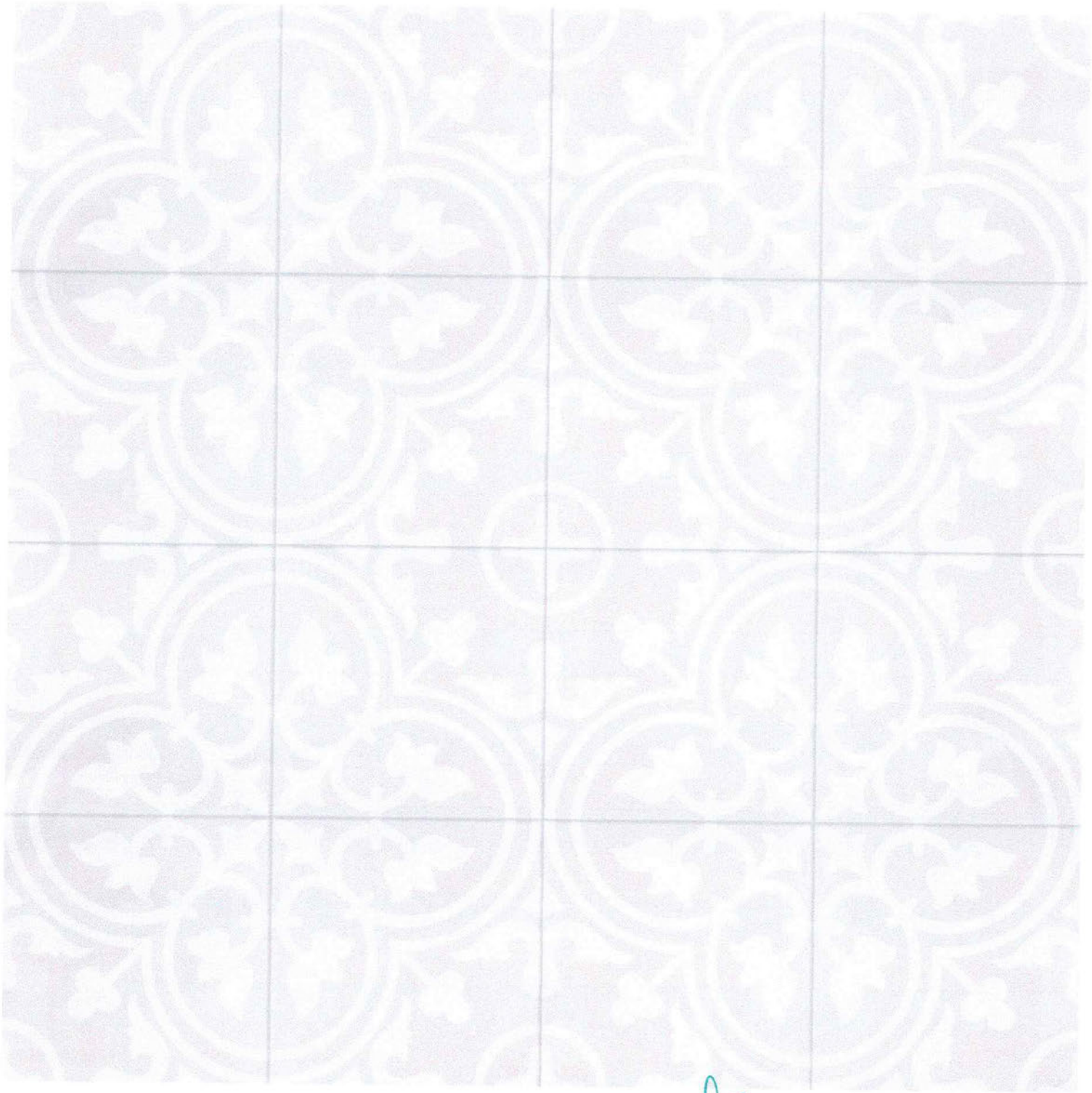
36" DELUXE HEAVY DUTY SCROLL SIGN BRACKET Antique Vintage Style Home Or Business (http://www.ebay.com/itm/162279315774)

Item price	USD 109.99
Quantity	1
Item number	162279315774
Shipping service	Standard Shipping

Contact seller (http://contact.ebay.com/ws/eBayISAPI.dll?FindAnswers&frm=3998&lid=162279315774&redirect=0&requested=streetsignusa)

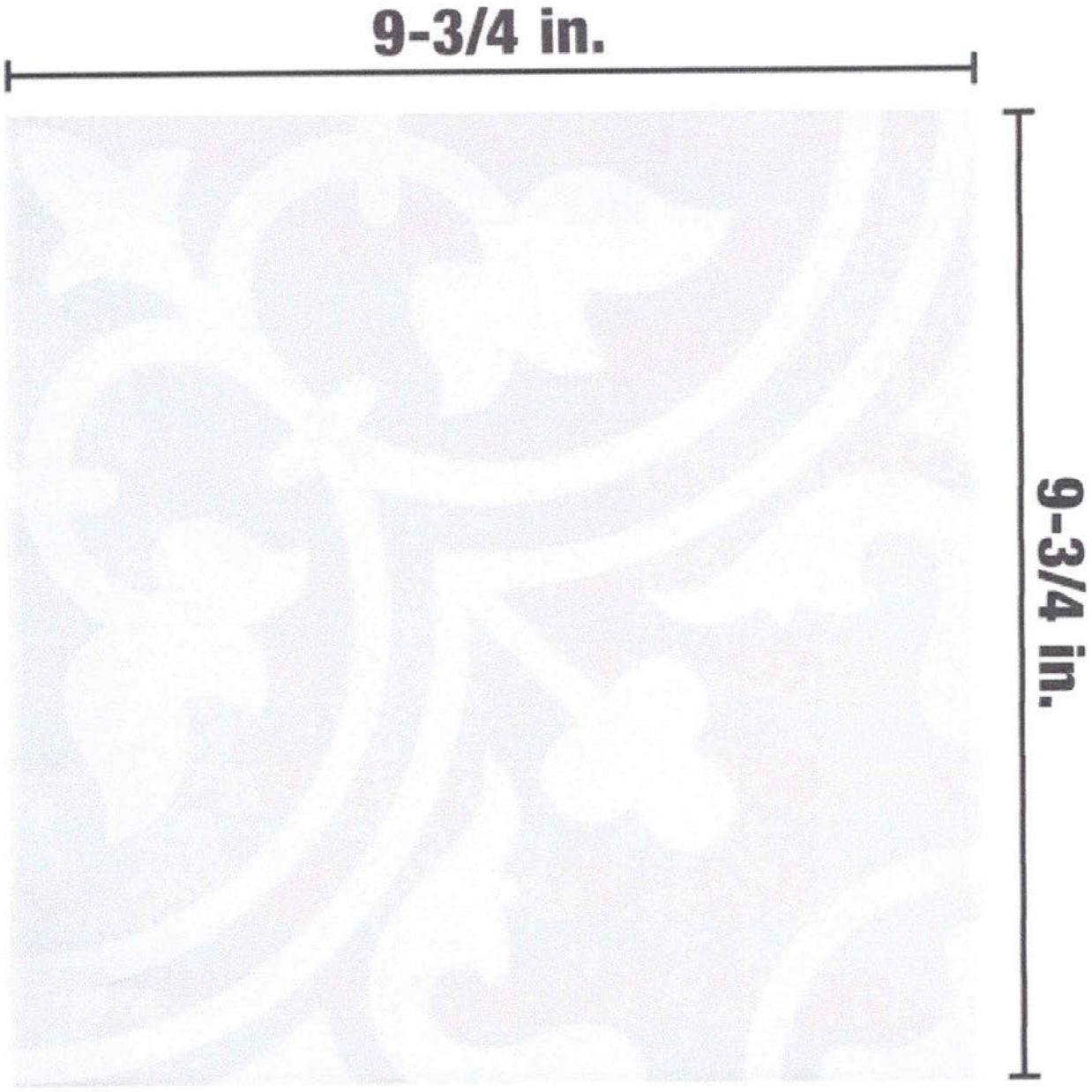
Sign Bracket to install on front of Building, it will hold 2 signs that are ~ 12" each. See next page for approximate placement.

Tile for ground/floor of Alcove entry in front



Front facade tile

Weights & Dimensions



Front Facade

LD

Other Dimensions

Individual Tile	9.75" W X 9.75" L
Overall Product Weight	43.68 lb.

Additional Documents

Owner Manual (pdf)
Specifications (pdf)
Warranty Information (pdf)
Installation & Assembly (pdf)

Features

Tile Type	Singular Tile
Material	Porcelain
Floor Use	Yes
Square Feet Included	Yes
Sold In Carton	Yes
Water Absorption Rating	Impervious: absorbs 0.05% or less
Water Performance Level	Waterproof
Submersible	No
Outdoor Installation	Withstands Sun & Rain
Shade Variation	V1 Uniform Appearance
Tile Design	Patterned
Overall Shape	Square
Pattern Repeat Frequency	1
Glazed	Yes
Gloss Level	Matte
Textured	No
Edge Type	Pressed
Edge Style	Straight Edge
Product Care	Tile specific cleaner
MOHS - Surface Hardness	6
Imported	Yes
DCOF Rating	Above 0.42 (Slip Resistant)
Durability	Freeze Resistant
Pieces per Carton	16
Color	Gray
Recommended Grout Joint Size	1/8 inches

Specifications

PEI Rating	4 - Heavy traffic

Assembly

Mounting / Installation Location	Backsplash; Bathroom; Shower; Kitchen; Fireplace Surround; Countertop; Outdoor; Patio
Can Be Dry Cut	No

Warranty

Commercial Warranty	No
Product Warranty	Yes
Warranty Length	30 Days
Warranty Details	Manufacturing defects only - No claims will be accepted for tile already installed

Front facade

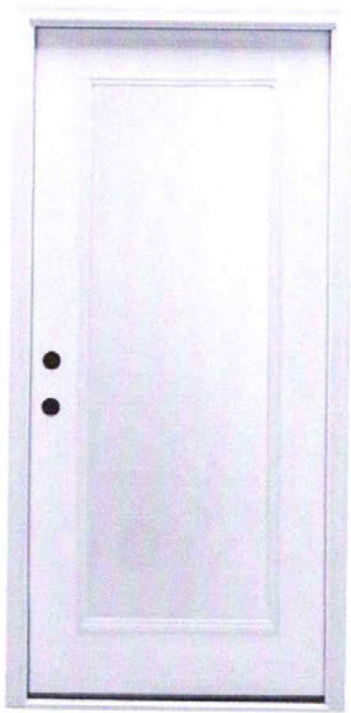
Internet # 206450101 Model # Z00078

MI Door

500

6 in. x 80 in. Right-Hand Inswing Full Lite Clear Classic Primed Steel Prehung Front Door

(94) Questions & Answers (71)



Share Print

Front facade
Door option
Full Glass

Door Height (in.)	81.75 in	**Door Thickness (in.)**	1.75 in
Door Width (in.)	37.438 in	**Jamb Size (in.)**	4-9/16"
Nominal Door Height (in.)	80 in	**Nominal Door Thickness (in.)**	2 in
Nominal Door Width (in.)	36 in	**Rough Opening Height (in.)**	81.625 in
Rough Opening Width (in.)	39.9375 in		

06 Sat Jun 22

hoto

Doors will be "Similar" to Sunrise City Cafe.
(But Single Door on one Building)

Mayne Rectangle 36-in W x 10.8-in H White Resin Traditional Outdoor Window Box

Item #139611 | Model #5822-W

Shop Mayne ★ 14 ♡

+3

Front facade
& Back facade

Color/Finish Family	White	Series Name
Manufacturer Color/Finish	White	Type

Container Size	Large (25-65 quarts)	Potting Capacity (Cu.
Depth (Inches)	11	Weight (lbs.)
Diameter (Inches)	7.4	Width (Inches)
Height (Inches)	10.8	

Attached Saucer	No	Planter Volume (Quart
BPA-Free	Yes	Safer for Vegetables
Commercial/Residential	Residential	Self Watering
Drainage Holes	Yes	Shape
Hanging	No	Stand Included
Hardware Included	Yes	Style
Lowe's Exclusive	No	Team Name
Material	Resin	Team/League
Number of Tiers	0	Use Location
Package Quantity	1	

Warranty

Warranty	15-year limited

Front facade & Back "

Mayne Rectangle 36-in W x 10.8-in H Brown Resin...	**Mayne** Rectangle 60-in W x 10.8-in H White Resin...	**Mayne** Rectangle 72-in W x 10.2-in H White PVC Vinyl...	**Mayne** Rectangle 36-in W x 10.8-in H Gray Resin...	**Mayne** Rectangle 60-in W x 10.8-in H Black Resin...	**allen + roth** Rectangle 8.5 in W x 8.62-in H Blue Resi
14	10	4	14	10	26

Overview

With its inset panels and classic design, the Fairfield collection is a timeless choice that will never go out of style. We use 100% high-grade polyethylene resin in the m these Fairfield window boxes sturdy, and provides the roots and potting mix with adequate insulation from surrounding weather conditions. These polyethylene window

- Durable window boxes: we use 100% high-grade polyethylene resin in the manufacturing process - making our products durable, lightweight and highly shock resistant
- Four season use: these 3ft window boxes are resistant to high impact, chemicals and extreme weather conditions - this product stands true to its four-season use tag with very little winter preparation
- Long lasting quality: the resin used to create our products contains built-in UV inhibitors that reduce the damaging effects of the sun - this ensures that your product doesn't fade, preserves its color and increases its overall lifespan
- Innovative design: double-wall design makes these Fairfield window boxes sturdy, and provides the roots and potting mix with adequate insulation from surrounding weather conditions
- Self-watering factor: In a self-watering window box, the planting container sits directly inside the water reservoir - the water is then pulled into the potting mix through capillary action, keeping your plants watered and happy
- The Mayne advantage: Mayne offers a 15-year residential warranty or a 5-year commercial warranty on this window box - our products are proudly designed in Canada and are made in the USA
- Weight: 13.5lbs; outside dimensions: 36in L x 11in W x 10.8in H; inside dimensions: 32.4in L x 7.4in W x 8in D; capacity: approximately 3 gallons (11.35 liters) water reservoir capacity and 6.5 gallons (24.6 liters) soil capacity

Front facade
+ Back "

Specifications

Gallery

Front facade
& Back "

Specifications

Color/Finish Family	White	Series Name
Manufacturer Color/Finish	White	Type

Container Size	Medium (8-25 quarts)	Height (Inches)
Depth (Inches)	8	Potting Capacity (Cu.
Diameter of Base (Inches)	0	Weight (lbs.)
Diameter of Top (Inches)	0	Width (Inches)

Attached Saucer	No	Number of Tiers
BPA-Free	Yes	Package Quantity
Commercial/Residential	Commercial/Residential	Planter Volume (Quart
Drainage Holes	Yes	Self Watering
Hanging	No	Shape
Hardware Included	Yes	Stand Included
Lowe's Exclusive	No	Style
Material	Resin	Use Location

Certifications

CA Residents: Prop 65 Warning(s)	No

Front facade + Back 11

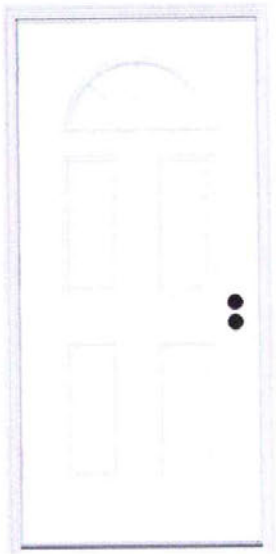
Internet # 20431424 Model # THDJW184500144

11

JELD-WEN (Brand Rating: 3.8/5)

36 in. x 80 in. Fan Lite White Painted Steel Prehung Right-Hand Outswing Front Door w/Brickmould

(3) Questions & Answers (9)



Feedback

Rear Facade Door (Lower)

Share Print

$1158.00

$65.00 /mo** suggested payments with 18 months** financing Apply Now

Buy One, Get One $50 Off

Main Item + $50 Off

Shop This Offer

- Made of durable rust-resistant galvanized steel
- Prehung steel door includes frame for easier installation
- Actual unit size is 37-7/16 in. x 80-7/8 in.
- View More Details

Color/Finish: **Brilliant White**

Common Door Size (WxH) in.: **36 x 80**

Product Information

Internet # 206450101
Model # Z000783R

Additional Resources

Shop All MMI Door

From the Manufacturer

- Energy Guide
- Specification
- Instructions / Assembly
- Warranty
- Installation Guide
- Use and Care Manual
- Measurement Guide
- Return Policy

Specifications

Dimensions

Door Height (in.)	81.75 in	**Door Thickness (in.)**	1.75 in
Door Width (in.)	37.5 in	**Jamb Size (in.)**	4-9/16"
Nominal Door Height (in.)	80 in	**Nominal Door Thickness (in.)**	2 in
Nominal Door Width (in.)	36 in	**Rough Opening Height (in.)**	82.25 in

Rear facade
DOOR
(Lower)

Internet # 203008804 Model # 128004

Veranda

Glendale 4 ft. H x 8 ft. W White Vinyl Spaced Picket Fence Panel with Pointed Pickets

★★★★½ (166) Questions & Answers (159)

♡ 658

Live Chat

Feedback

Fence Courtyard

Share Print

$104.35 /box

Pay **$79.35** after **$25 OFF** your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Spaced picket panel made of durable, low-maintenance vinyl
- Kit includes everything needed to assemble one panel section
- White spaced picket design adds traditional charm to your home
- View More Details

Nominal panel height (ft.): **4 ft**

3 ft | **4 ft**

Pickup at Ft Pierce Delivering to 34947

Ship to Store
Jul 8 - Jul 9
142 available
FREE

Delivery
Tuesday, Jul 9
142 available
FREE

Get Expert Fence Installation

A local pro will take care of the job for you

☐ Request a free consultation

ⓘ What to Expect

- 1 + Add to Cart

PayPal

Pay in 4 interest-free payments of $26.09 with PayPal. Learn more

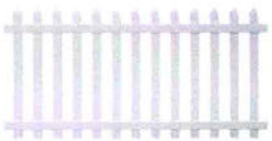
Free & Easy Returns In Store or Online

Return this item within **90 days** of purchase. Read Return Policy

Fence Courtyard

Live Chat

Feedback



Shop the Veranda Glendale 4 ft. H x 8 ft. H Pointed Picket Fence Bundle

Total Price for 5 items

$295.49

View Bundle

Product Details

Specifications

Dimensions

Actual panel height (in.)	44 in
Actual panel thickness (in.)	1.5 in
Actual panel width (in.)	91.875 in
Nominal panel height (ft.)	4 ft
Nominal panel width (ft.)	8 ft

Details

Color Family	White
Color/Finish	White
Contact Type Allowed	Above Ground
Features	UV Protected
Fencing Installation Type	No Dig
Fencing Product Type	Vinyl Fence Panels

Includes	Rails
Material	Vinyl
Nominal panel thickness (in.)	1.5 in
Number of pickets for panels	13
Number of rails for panels	2
Panel Assembly	Unassembled Panel
Panel Design	Spaced Picket
Panel Top Shape	Flat
Picket Top Style	Pointed
Product Weight (lb.)	20 lb
Returnable	90-Day

Warranty / Certifications

Manufacturer Warranty	Limited Lifetime

Fence Certyard

How can we improve our product information? Provide feedback.

Questions & Answers

159 Questions

Customer Reviews

4.3 out of 5 ★★★★½ (166)

Feedback Live Chat

... / Lumber & Composites / Decking / Deck Boards / Composite D Internet # 310569119 Model # RH010616E2G01
Store SKU # 1004642367

$41 57

Product Details Specifications Questions & Answers Customer Reviews

Rocky Harbor Grooved Edge Grey Composite Deck Board

★ (341) Questions & Answers (591)

Balcony Decking
Deer
Facade

Share Print

new card.
Apply for a Home Depot Consumer Card

- Rocky Harbor adds sandy undertones to rustic slate grey
- Simple installation; no specialty tools necessary
- High-performance shell is fade, stain, scratch and mold resistant
- View More Details

Color/Finish: Rocky Harbor- Grooved

Nominal Product Length (ft.): 16 ft

12 ft | 16 ft | 20 ft

Need a closer look?

Order Sample for $6.99

Order Sample

Unavailable at Ft Pierce Delivering to 34947

Pickup Nearby	Delivery
Tomorrow	Tomorrow
In stock 37.2 mi away	136 available
FREE	

Delivery Details

Get it as soon as tomorrow. Schedule your delivery in checkout.

- 1 + Add to Cart

Frequently Bought Together

CURRENT ITEM

Select Best Seller ♡ | Select ♡ | Select ♡ | Select ♡ | Select ♡ | Select ♡

Dimensions

Actual Product Length (ft.)	16 ft	**Actual Product Thickness (in.)**	0.94 in
Actual Product Width (in.)	5.5 in	**Approximate Weight (lb)**	31
Nominal Product Length (ft.)	16 ft	**Nominal Product Thickness (in.)**	1
Nominal Product Width (in.)	5.5 in		

Details

Color Family	Gray	**Color/Finish**	Rocky Harbor- Groo\
Edge Type	Grooved	**Fastener recommendation**	Trex Hideaway Hidde Fasteners
Features	Hidden Fasteners Compatibility, UV Protected	**Material**	Composite
Total Linear Feet Covered	16		

Decking Balcony Rear Facade

https://www.homedepot.com/p/Trex-Enhance-Naturals-1-in-x-6-in-x-16-ft-Rocky-Harbor-Grooved-Edge-Grey-Composite-Deck-Board-RH010616E2G0...

 Internet # 202084783 Model # 73003989 Store SKU # 725

$106.00

Product Details | Specifications | Questions & Answers | Customer Reviews

Traditional 8 ft. x 36 in. (Actual Size: 92 x 33 1/4" in.) White PolyComposite Vinyl Rail Kit without Brackets

(868) Questions & Answers (643)

Railing Balcony

Rear Facade

Share Print

Pay $81.00 after $25 OFF your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Railing actual size: 92 in. L x 33-1/4 in. H
- Outdoor railing resists warping and mold unlike other composites
- Railing kit requires assembly
- View More Details

Product Height x Width (in.): 33 in x 92 in

33 in x 92 in | 36 in x 72 in

Pickup at Ft Pierce | Delivering to 34947

Ship to Store	Delivery
Jul 8 - Jul 11	Jul 5 - Jul 8
17,210 available	17,210 available
FREE	

- 1 +

Free & Easy Returns In Store or Online

Return this item within 90 days of purchase. Read Return Policy

$106^{00}

Add 0 items to Cart

Product Details

Specifications

Dimensions: H 33.25 in, W 92 in, D 4.063 in

Dimensions

Picket Spacing (in.)	1.375	**Product Depth (in.)**	4.063 in
Product Height (in.)	33.25 in	**Product Width (in.)**	92 in

Details

Baluster Rails per Panel	18	**Color Family**	White
Features	No Additional Features	**Includes**	No Additional Items Included
Interior/Exterior	Exterior	**Material**	Vinyl
Post Rails per Panel	2	**Product Weight (lb.)**	26.56 lb
Railing Type	Railing Kit	**Returnable**	90-Day
Stair Part Type	Preassembled Railing	**Structural/ornamental**	Structural

Railing Balcony Rear Facade

360 Checking

Available balance

$172,477.78

Account Info

Current balance
$172,477.78

Account number
[redacted]

Routing number
[redacted]

Primary account holder
Kris A Einstein

Primary debit card number
N/A

Secondary account holder
Christopher D Gardner

Secondary debit card number

Ownership type
Joint

Account type
360 Checking

Interest

Current APY ⓘ
0.10%

View Current Terms & Conditions

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

Why we should be selected:

Our Building was used in the picture on the cover of the Grant's Overview paperwork, so that says something. :) On serious note - we have done a lot of research on our building (back to the days before it housed Western Union & Montgomery Ward's Sales Order Office) & are keeping it as original as possible while bringing the front entrances up to ADA compliance & current building codes. We also are using design elements found on other buildings to keep it cohesive with neighboring downtown buildings. Some improvements, like properly draining the courtyard & bigger/more gutters, will help prevent/fix flooding during heavy rains (we are downhill of other properties). Repairing the fence wall, replacing the fence & repairing gate, along with new landscaping in the courtyard will not only be more attractive (vs blight), but then our tenants &/or their clients can enjoy it more so. Plus, it will be safer ie help keep the homeless (& others) from coming in to sleep there at night. By doing the repairs and improvements, the building will become more energy efficient since the front is the plate glass & the windows & doors are from 30+ years ago, providing no insulation and are not safe, nor up to code. All of the projects will help with the longevity of the building - our building is in relatively great shape because of the care we put into it & properly maintain it. We are constantly updating it and only use quality materials. These projects will help with the building's overall longevity.

Lower Level Commercial spaces' entrances will be ADA complaint. Courtyard will not be blighted/eye sore. Tenants will have more space to "entertain" their clients. Not a lot of downtown salons (our current clients), if any, have outdoor spaces they can use for clients. The building will look "fresh" while maintaining its historic character, only adding beauty to the downtown.

How this project meets the goals & Objectives of the FPRA Plan

1) Our building is shown on page 37-39 of the FPRA's Redevelopment Plan.

2) Historic Preservation (pg 90) - our building is on the local historic registry & is one of the "structures that exemplify Fort Pierce's historical significance." This grant will allow us to continue to preserve the building so it will be around for many, many more years to come, plus, with it having ADA compliant entrances, more people will be able to enjoy the building & more potential clients for our current & future tenants.

From Questions on pg 103:

#9's answer - 5. Improve community aesthetics (e.g. landscaping, façade, architecture, etc.)

Below are excerpts from the FPRA Plan that our project incorporates/addresses.

GOAL The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

GOAL The Fort Pierce Redevelopment Agency shall support the City's efforts to address stormwater issues and localized flooding within the Community Redevelopment Area.

GOAL The Fort Pierce Redevelopment Agency shall Improve public safety and perception of safety within the Redevelopment Area.

Although often overlooked in redevelopment discussions, signage continues to play an important role within our communities.

207-209 Orange Avenue

(Updated July 28, 2024)

Desired Improvements:

The estimates for the desired improvements to our FRONT façade & roof total over $120,000.00, but are for multiple projects. Since the Grant is maxed to matching $25,000, we were not exactly sure how this works/best way to approach this. We decided to list all the projects and their estimated costs to complete, then together, we can figure out the best way to complete these projects.

We would like to complete Projects 1-3 under this Grant in the allotted time, which total over $70k, not including architectural fees. (& use Project #4 & #5 as an alternate, if that is allowed).

We are including the costs for the Roof Replacement (Project #4) & Roll Down Hurricane Screen or Shutter (Project #5), but we would rather focus on Projects 1-3, which we can complete a lot faster (especially being in hurricane season). Ie, we would not look to replace the roof until after hurricane season, most likely not until January 2025 due to our schedule. However, if for some reason Projects 1-3 (or aspects of them) are not approved, and we somehow fall under the total cost of $50k, we would like Project # 4 & 5 to be considered. This will allow us to maximize the grant, which in turn will allow us to make the biggest impact.

Note: We did look into applying for the separate Paint & Sign Grants, but the Paint Grant states, *"Properties that have previously been awarded financial assistance from the FPRA within the five years are not eligible for this program."* (I believe the word "last" is missing.) We were not sure if this is the same for the Sign Grant. For now, we are keeping everything under the Façade Grant, but would be happy to separate our touchup painting & signage if applying for those grants would not hurt our Façade Grant Application.

Essentially, we just do not want to over commit ourselves with all 5 projects since this is a Historic Building and there are a lot of moving parts, approvals needed plus we have to coordinate with our tenants – we want to ensure we can complete the projects within the required timeframe. We also want to be fiscally responsible as well. With this being a reimbursable grant, we prefer to not to commit ourselves to spending $100k ***before*** being reimbursed $25k. While we intend to complete all the projects (& then some), we rather not tie one or two of the projects into this grant which will allow us to spend less (min $50k) before being reimbursed the $25k. This would also allow us to start making other necessary required improvements.

For example, we intend to make some NECESSARY improvements to the back façade and courtyard of our building starting in August 2024, which are NOT covered by this grant, and are estimated to cost an additional ~$17k. This would include fixing the cement wall around the property (which cracked/separated on one side), replacing the wood fencing on top of the cement wall, new frame for gate, fix the drainage issue, replace 1 window, replace 3 doors & 2 locks, replace/add light fixtures by the doors, landscaping and add new security cameras. (I am including pictures of the current condition and the renderings, which were included in our original application, so you can see what our plans are. **Note:** We tabled adding the upper decking/balcony for now because we are looking into bringing our interior rear steps up to code, which could interfere with the deck).

In closing, we are excited that this grant is available because as many of you know, ADA accessibility is very important to us. We have been wanting to redo the front of our building to make it ADA compliant for a few years now, but it is an expensive capital investment where we most likely will not see a ROI until we sell the building & just could not justify the cost when we had many other necessary improvements needing to be completed. At the end of the day, these historical buildings are expensive to maintain, let alone bring up to code, and there is only so much money you can put towards these improvements when overall rental income is a little on the lower side. THANK YOU for providing this grant!! This grant will allow us to keep improving our building while maintaining affordable rents = Win-Win for patrons, tenants, our building and its future!

P.S. It was very flattering to see our building in the picture for the Façade Grant Overview! Hopefully we can continue to be an inspiration! 😊

Thank you, again!

Project #1:

Touch Up Painting: Estimated Cost: $1,300.00

- The upper part of building that faces US 1, needs to be repainted – fix issue causing rust & repaint.

Project #2:

Front Façade (*Part 1*) – Estimated Cost ~$12,867.30 *(does not include architect fees)*

Upper Level

- Add Flower Boxes to all 4 Windows
- Add 1 Sign Bracket (in center of building & below window boxes) for up to 2 store fronts advertise. This is not in the conceptual picture (it was hard to incorporate it with the palm tree). We did include a picture of the bracket with sketches.
- Add Hurricane Colonial Shutters on the windows
    - The outer 2 windows would have shutter on both sides & the 2 windows in the center of the building would have a slightly larger shutter on just the outside of each window, which would be a bifold, that when opened would extend across the entire window.
        - Our windows were manufactured in the 2nd quarter of 2008 (over 18 years ago). Not a very high DP for today's standards & have "ANSI Specific instruction testing and certification of safety glazing products, 2004 edition."

Lower Level

- Add security cameras, replace 1 ring video doorbell & add 1 new ring video doorbell for tenant's main door.
    - We have been having a lot of issues downtown, we would like to add 2 cameras facing in front of our building on orange avenue & 2 facing inside alcove, this would cover all blind spots we currently have.
        - We do not mind installing 2 more facing down orange avenue, away from our building to give even more coverage (we would need to increase camera cost). The police know we have a ring camera and come to us whenever there is an issue asking to see out footage since there is no good camera coverage currently in this section.

Project #3:

Front Façade (*Part 2*) – Estimated Cost: ~$56,136.95 *(does not include architect fees)*

Lower Level

Make the 3 entrances ADA Compliant

- Replace Tile on the Ground in Alcove
- Remove all tile on store fronts, including tiles with addresses above the doors
    - The tiles with the address are not original. Originally, all 3 doors had transoms above them, which were covered up during one of the renovations. The transom above door #3 was removed many years ago to install an AC Unit in its place.
- Replace Doors with ones that are ADA Compliant
    - Doors with either be full glass or ½ - ¾ glass fronts to allow for a mail slot (since we are having issues with mailboxes being broken into & vandalized).
        - If space allows, we will add decorative molding below the glass.
            - For reference –if we do ½ - ¾ glass doors, they will be "similar style" to the doors on the building directly across the street, ie Sunrise City Café (except ours will be single) – *Picture for reference is included in packet.*
- Have transoms above all 3 doors (which were in the earliest pictures that we have of the building)
    - Add the street address #s back on the transoms

        - This is how they were in the early pictures of the building, except # 209, which its # was added to the trim below the transom/above the door, due to the transom being removed to install the AC unit.
- Replace the Plate Glass – Updated from our original application - We were able to find a company that has windows that are the same size we currently have, that meet the building code & looks like we can rework the front where we can keep the same size glass and add ADA doors. If for some reason we cannot & we have to reduce the window size (to allow for wider doors & to line up properly with interior spaces), then we would go with our alternate option.
    - *Alternate Option:* Reduce overall size of windows somewhat and add a transom above. We will keep the windows as large as possible.
- Add decorative molding below windows
- Stucco/Paint/finish the alcove the same color as the columns and building trim (which is Cameo White).

Project #4:

New Roof: Estimated Cost: $28,000.00

- This if for brand new roof, not roof repair.
- The roof was last replaced in 2004 after a hurricane ripped it off (it is 20 years old & has issues – maybe due to the urgency of replacing it). Currently, there are a lot of soft spots and when the "new additions" were added to the building on the back (I believe 1st addition was ~1953 & other section ~1963), they are lower than the main building and during extremely heavy rains, water sometimes leaks into the building where the "old" & "new" additions meet. (Several roofers have tried to identify the issue, but with all the layers/patchwork over the years, including prior to us purchasing the building in late 2017, they really can't. The only way to resolve it is when a new roof is installed, they can fix the slopes & properly seal everything during the process).

Project #5:

Front Façade (*Part 3*) – Estimated Cost: ~$13,611.47 - $15,340.60

Lower Level – Install Roll Down Hurricane Screen or Shutters over Alcove

- *While we were talking with the hurricane shutter company, they recommended installing a roll down screen or shutter for the alcove area. We are still investigating this but wanted to include it as an alternative option. We are looking into the pros & cons of the screens vs shutters. Ie shutters are a lot more durable and cannot be cut, but we have design challenges with our center columns and the display glass to the far right where shutters might not be possible.*
- Add roll down hurricane screen or shutters to protect the Plate Glass Windows. We plan to redo the lower front façade (Project #3), but are considering putting this in 1st to help protect our windows asap since we most likely will not be able to start on the front Façade remodel until the end of the hurricane season, weather depending. The current plate glass windows are from the 1980s & will most likely not survive a strong storm. Yes, we are putting in impact windows in the remodel, but the roll down screen or shutters would give an extra layer of protection from the storms immediately (& future) PLUS prevention/deterrence from general damage/vandalism.
    - During block parties, we will be able to lower it to prevent people from coming in & sitting on our ledges/leaning against the glass, prevent glass breakage, leaving drinks behind (which they do now).
    - Deter overall damage/theft of break-ins
        - There have been several plate glass windows & doors broken downtown during events & robberies.
    - Prevent the home challenged from hanging out underneath the alcove at night.
        - There have been issues with defecation in alcoves & entry ways.
        - We do not plan to lower them every night, but we would have that option when there is a potential issue.

- Design:
    - The top would be mounted ~ 14"-16" above the alcove. That way, when the screen or shutter is rolled up, it will be flush with the bottom of the building.

- The metal for the casing along the top and the tracks down the side would be painted the same color as the building to blend in.
- We would have to remove the mailbox on the left of the building (which we own) & we really are not using it due to the break-ins.
  - The General Postmaster said even if they re-keyed it/put in new cylinders, that would not fix the issue since the Master Key would open new locks.
- The track running down both sides of the building would stick off the building ~ 4" (which is a lot shallower than the mailbox).
  - This is so when the wind blows & the screen "gives" a little, it will not blow into the display glass on the far right & both would need to clear the columns at the top.
- The screen or shutter that rolls down would be white.

Proposed Timeline once Approved by FPRA:

We understand that the Project needs to be started within 6 months of the FPRA Board's approval and completed within 12 months of Building Permit Issuance. Below is the preliminary timeline for Project #1-5.

Project #1 - Touch Up Painting: – Start within 30 days of receiving FPRA's Notice of Approval since no Historical approval (COA) is needed (paint color is not changing.)

Project #2 – Front Façade PART 1 (Upper & Lower Level) – Lower Level – (Security Cameras) we can start right away since there are no permits or Historical Board approval required. The Upper Level will require at a minimum Historical Approval (COA) for the Shutters, Window Boxes & Signage:

- Architect's design & drawings to be completed in ~ 30 days from FPRA Approval Notice on those items that require them (this is based on our Architect's current workload)
- Once the Architect's drawings are complete, we will immediately submit them to Maria Lewicka in the Planning Department for Historical review & approval.
  - We already had a "preliminary" talk with Maria about our ideas and plan to send her our conceptual drawings and desired changes the same time we submit the FPRA Façade Grant Application so we can keep moving forward & limit any possible delays in that aspect.
    - If Maria cannot do an administrative approval & we need to go in front of the Historic Preservation Board for approval – that could take 30-45 days to be added as an Agenda Item.
- Once we are approved, whether administratively or via the Historic Board, then the plans will be immediately submitted to the Building Department for review.
  - If the Historic Board requires any changes, then that could add more time to allow the Architect to update drawings and then be added back to the Historical Board as an Agenda Item.
- Once the Building Plans are approved, then we plan to start right away.
  - We will have to wait until the plans are approved to coordinate with the Contractor & Subs to see when they can schedule our work, plus current delivery time for shutters & window boxes once approved by FPRA.

Project #3 - Front Façade PART 2 (Lower Level) – ADA Compliance

- This will require Historical Approval (COA).
- We plan to follow essentially the same timeline as Project #2 for the Upper Façade as far as approvals.
- We will have to wait until the plans are approved by Historical & then Building Dept to coordinate with the Contractor & Subs to see when they can schedule our work, plus current delivery time for windows & supplies once all is approved.
- We will also have to coordinate with our tenants.
- But we plan to complete the projects well within the 12 months of the Building Permit Issuance. (unless any force majeure or act of God occurs, which could affect the timeline).

Timeline for alternate Project #4 & 5

Project #4 - New Roof

- Roofing company would submit for Building Permits ~November 2024, so we can begin work in January 2025.

Project #5 – Front Façade PART 3 (Lower Level)

Roll Down Hurricane Screen or Shutters for Alcove

- This would require Historical Approval (COA). We plan to send renderings to Maria at the same time we submit this updated FPRA narrative to see if this would need to go in front of the Historical Board or if she can administratively approve it.
    - We are considering having this installed right away, but if it proves to be too difficult or takes too long for approval, then we will most likely table it/remove it from the Grant to allow us to focus on and allocate funds to other projects.

207 1/2
207
209

Conceptual Front (preferred)
w/ storefront windows staying the same size as they currently are

- Mailbox Removed
- Darker purple "frame" is Roll Down Shutter/Shade encasement + track.
- Signage not shown b/c palm tree in way.

Conceptual Front (Backup)
W/ storefront windows slightly smaller than they are
Currently + Transom above windows

Conceptual - Preferred
with storefront windows
staying the same size as
they currently are.

Conceptual - Backup

W/ storefront windows slightly smaller than they are currently + transoms above windows

ESTIMATE

DATE
July 23, 2024

ESTIMATE NO
24-8071(A)

Campbell Construction
2200 Campbell Cove Trail
DeLeon Springs, FL 32130
386-527-9727
mbc.construction@gmail.com
License Number: CBC1252939

ESTIMATE TO:
Jetset Events
207 Orange Ave, Suite A
Fort Pierce, FL 34950
386-302-9510
trips@entertainair.com

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
MC	Krissy E	Payment Schedule to be given once Projects and Schedule are Identified with 25% due at time of signing contract.	Net 15 Upon Acceptance

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Project - Front Facade (Lower Level)			
1	New Windows & Doors for lower level, to remain the same size (see quote) - See estimate by Wright's	42,491.95	$42,491.95
1	3 Locks, Replace Tile on Ground (in alcove), Stucco Repair, Paint, Sign Bracket & Installation (does not include Tenants' signs) - includes removal of old doors, tiles, windows, fixtures; prep work required for new products to be installed & installation of new Products.	15,145.00	$15,145.00
1	4 Security Cameras (Ring) with solar panels and 2 Video Doorbells (Ring) including installation - See Amazon for Breakdown	2,138.00	$2,138.00
Project - Front Facade (Upper Level)			
4	Window Boxes (including installation)	500	$2,000.00

Project - Painting Small Section of Side Facade

1	Touch up paint on the upper side of the building (facing west). Includes fixing issue that is causing rust to drip down the side of building.	1,300	$1,300.00

(Optional) Installation of Hurricane Roller Shutter - Nautilus System

1	Normal Installation (barring any additional/ unforeseen work required)	2,500	$2,500.00

Misc Fees

1	Architect Fees	6,600	$6,600.00

This estimate is valid for 15 days.

Per Client's request, permit fees are not included.

Subtotal	$72,174.95
Total	$72,174.95

Pg 2 of 2

Storefront windows + Full Glass DOORS.

WRIGHT'S
IMPACT WINDOW & DOOR
Protect your home the Wright way

Corporate Office & Showroom
7816 S Dixie Highway
West Palm Beach, Fl 33405
Office 561-588-7353 Fax 561-588-7354
www.wrightswindow.com License # CBC1262617

PROPOSAL

Customer Information

Chris Gardner 207 Orange Ave. Fort Pierce FL 34950	(386) 337-5576 supplier@entertainair.com	**Date: 07/18/2024** Product Specialist: Pete La Spina (201) 961-3752 pete@wrightswindow.com

Put simply, our installation teams are trained to install all our products 'The Wright Way'. We use premium products and installation techniques to ensure maximum protection

THE WRIGHT WAY

- We will cover the floors with heavy duty drop cloths, cardboard and paper
- Cover furniture with plastic
- Take special care to your landscape
- Take special care to avoid damage to alarm systems, tiles and sills
- Use the highest quality installation products
- Use only the highest quality adhesive, waterproofing and caulking materials to avoid drying, cracking, deterioration and discoloration

Section 1: Custom Proposal

Section 2: Payment & Warranty

Section 3: Next Steps

Notes:

****ALL DOOR WILL HAVE CLOSERS AND PANIC HARDWARE

This space intentionally left blank

Section 1: Custom Proposal

THE WRIGHT WAY

PERMITTING COSTS INCLUDED

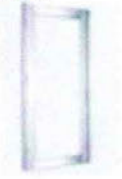
PREMIUM INSTALLATION MATERIALS

WARRANTY INCLUDED

Selected Package	Tinted Mid Rise (4-7 Floor Bldg)
Total Windows	7
Total Doors & Sidelites	3

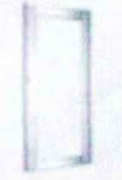
Scope of Work

1 Entry



Type	French Doors - 1 Panel	**Brand**	Tinted Commercial 9000
Quantity	1	**Size**	38 x 80
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish		**Hardware**	Upgrade (Handle Below)UPGRADE - Ladder Pulls

2 Entry



Type	French Doors - 1 Panel	**Brand**	Tinted Commercial 9000
Quantity	1	**Size**	38 x 80
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish		**Hardware**	Upgrade (Handle Below)UPGRADE - Ladder Pulls

1 Entry

Type	French Doors - 1 Panel	**Brand**	Tinted Commercial 9000
Quantity	1	**Size**	38 x 80
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish		**Hardware**	Upgrade (Handle Below)UPGRADE - Ladder Pulls

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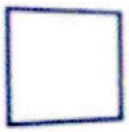
leadtodigital.com 2.17.6

4 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	36 x 24
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

Notes
Above door

5 Entry

Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	36 x 24
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

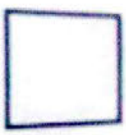
Notes
Above door

6 Entry

Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	36 x 24
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

Notes
Above door

7 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	71 x 89
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

8 Entry

Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	87 x 88
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

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9 Entry

Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	52 x 89
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

10 Entry

Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	26 x 89
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

Additional Labor & Material

Engineering - Site Specific Engineering / Project / Per 15 Openings	(1)
Standard Mulls [89" 2x4] -	(2)

Notes

Notes:

This space intentionally left blank

Section 2: Payment & Warranty

OPTION 1: Cash

Payment Method	E-Check
MSRP	$53,645.05
Corporate Discount	-$11,153.10
Project Total:	$42,491.95
Deposit Terms	50% Deposit

OPTION 2: Finance

Estimated Monthly Payment	$0.00

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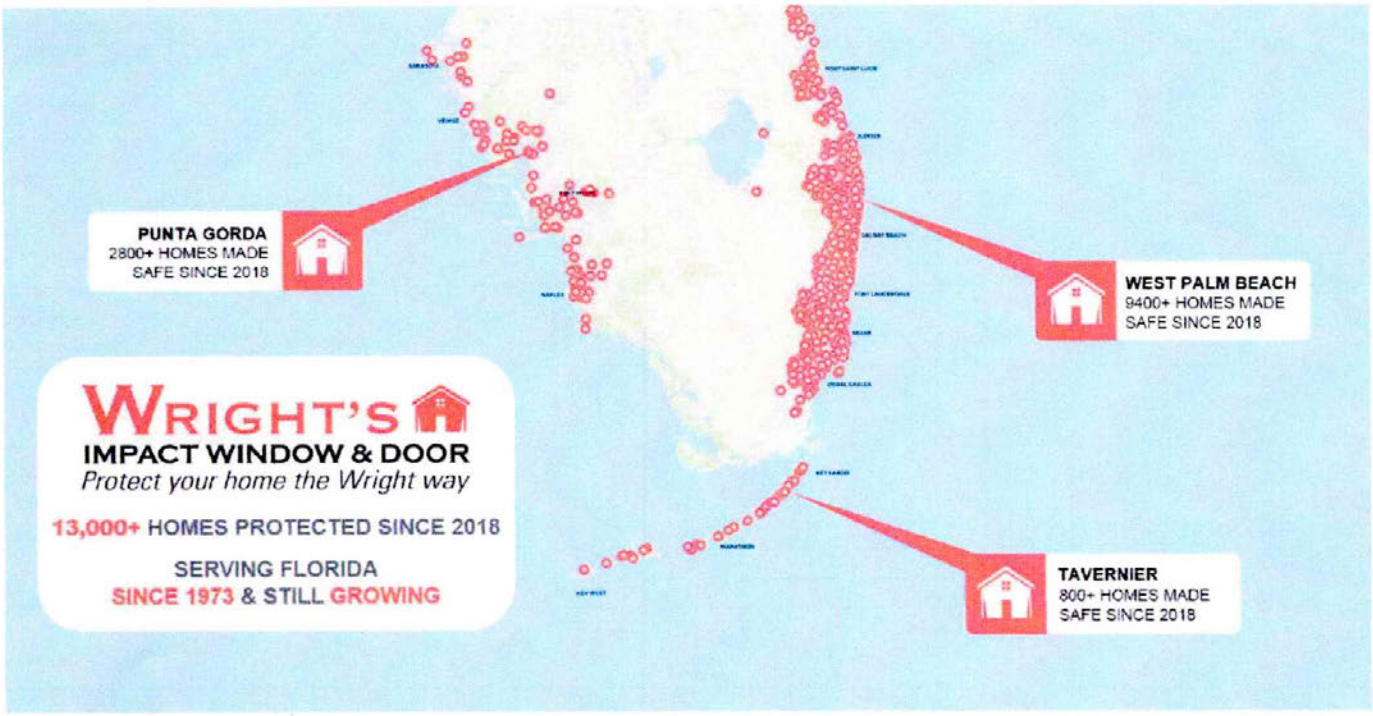
Section 3: Next Steps

Please feel free to contact me or my manager to request changes or for a final agreement.

Proposal Valid For	30 Days
Product Specialist	Pete La Spina
Direct Phone Number	(201) 961-3752
Email	pete@wrightswindow.com
Office Phone Number	(561) 588-7353



LICENSED & INSURED CBC1262617 · Florida dbpr · OSHA CERTIFIED · ACCREDITED BUSINESS BBB A+ Rating · Wrights Impact Window & Door 4.5 Average Rating

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Amazon Security Cameras + Ring Doorbells

Checkout (23 items)

1 Shipping address

kris

Change

Add delivery instructions

FREE pickup available nearby
List • 0.4 mi (See details)
Change to pickup

2 Payment method

Paying wit

Change

Billing addres

^ Add a gift card or promotion code or voucher

Enter code | Apply

3 Review items and shipping

Choose Amazon Day Delivery to get **6% back** on eligible items in this order using your **Prime Visa**.

Arriving Jul 26, 2024 If you order in the next 15 minutes and 31 seconds (Details)
Items shipped from Amazon.com

Ring Stick Up Cam Pro, Battery | Two-Way Talk with Audio+, 3D Motion Detection with Bird's Eye Zones, and 1080p HDR Video & Color Night Vision (2023 release), White
$179.99
& FREE Returns
Qty: 4
Sold by: Amazon.com Services, Inc
Add gift options
By placing your order, you agree to all of the terms found here.

Choose your Prime delivery option:
- ○ **Tomorrow, Jul 25 and Friday, Jul 26**
  FREE Delivery
- ◉ **Friday, Jul 26**
  FREE Delivery in fewer trips to your address
- ○ **Thursday, Aug 1**
  FREE Amazon Day Delivery
  Fewer boxes, fewer trips.

Change delivery day
Get **6% back** on eligible items using your **Prime Visa**. Details

S Searching

Ring Wedge Kit Video Doorbell 3, Video Doorbell 3 Plus, Video Doorbell 4, Battery Doorbell Plus, Battery Doorbell Pro
$19.99
& FREE Returns
Qty: 2
Sold by: Amazon.com Services, Inc
Add gift options
By placing your order, you agree to all of the terms found here.

Place your order

By placing your order, you agree to Amazon's privacy notice and conditions of use.

You also agree to all of the terms linked below each Amazon device found in your Shipment details.

Order Summary

Items (23):	$1,579.77
Shipping & handling:	$0.00
Buy more, save 4%:	-$2.40
Total before tax:	$1,577.37
Estimated tax to be collected:	$110.44
Order total:	**$1,687.81**

Qualifying offers:
- Buy more, save 4%

How are shipping costs calculated?

Prime shipping benefits have been applied to your order.

$1687.81
Materials
+$500
Installation

Searching

Ring Wall Mount for Solar Panels and Cams - White

$19.99

& FREE Returns

Qty: 4

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching

Ring Charging Station for Quick Release Battery Packs

$29.99

& FREE Returns

Qty: 1

Sold by: Amazon.com Services, Inc

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose **Ship in Amazon packaging.**

Ship in Amazon packaging

By placing your order, you agree to all of the terms found here.

Searching

Ring No-Drill Mount for Ring Video Doorbell 3, Video Doorbell 3 Plus, Video Doorbell 4, Battery Doorbell Plus, Battery Doorbell Pro

$19.99

& FREE Returns

Qty: 2

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching

Ring 10 ft USB-C Extension Cable for USB-C Solar Panels and Cameras - White I Compatible with Solar Panel, Small Solar Panel, Stick Up Cam Pro, Spotlight Cam Plus, Spotlight Cam Pro.

$19.99

& FREE Returns

Qty: 4

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching

Ring Rechargeable Quick Release Battery Pack

$34.99

& FREE Returns

Qty: 2

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching

All-new Ring Battery Doorbell Pro | Two-Way Talk with Audio+, 3D Motion Detection, and 1536p HD+ Head-to-Toe Video (2024 release)

$229.99

& FREE Returns

Qty: 2

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Pay in 5 monthly payments of $46.00 per item

Searching

Solar Panel Charger for Ring Doorbell Compatible with Ring Video Doorbell 2 (not for 2nd), Doorbell 3, Video Doorbell 3+, Doorbell 4 Plus, Eufy Doorbell 2K Camera Solar Panel Cable Cord

$29.99

& FREE Returns

Qty: 2

Sold by: YQQCA

See order summary for discounts applied

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose **Ship in Amazon packaging.**

Ship in Amazon packaging

Searching

Place your order

Order total: $1,687.81

By placing your order, you agree to Amazon's privacy notice and conditions of use.

You also agree to all of the terms linked below each Amazon device found in your Shipment details.

*Why has sales tax been applied? See tax and seller information.

Need help? Check our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Important information about sales tax you may owe in your state

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's Returns Policy.

Need to add more items to your order? Continue shopping on the Amazon.com homepage.

STORM SMART®
CGC1519801

Proposal #27409

Kris Einstein

207 Orange Ave

Fort Pierce, FL 34950

07/25/2024

Rolldown Screen Hurricane $15,340.60

+ Colonial Hurricane Shutters $7229.30
incl Installation

Storm Smart • Pinellas • North Port • Fort Myers • Naples • West Palm Beach • The Keys • StormSmart.com

Pg 1 of 6

STORM SMART

Proposal Date: 07/25/2024

License # CGC1519801

Homeowner Information:

Kris Einstein

trips@entertainair.com

386-302-9510

Sales Representative Information:

Rick Berchiolly

rberchiolly@stormsmart.com

239-689-7583

Jobsite Address:

207 Orange Ave

Fort Pierce, FL 34950

Project Total: $23,247.00, Deposit: $11,623.50
(including fees)

Additional Notes / Summary:

4 Other

Florida state sales tax and county surtax is included in the price of items considered personal property.

Approximate Delivery for just shutters and screens: 10-12 weeks, Approximate Delivery for just windows and doors: 20-22 weeks

Approximate Delivery for Bahama shutters, colonial shutters, and Panels: 8-10 weeks, Approximate Delivery for combination projects: 12-22 weeks

Quote is honored for 30 days.

pg 2 of 6

Product Summary

Opening Number	Line Item Name	Product Type Name	Buck Width (inches)	Buck Height (inches)	Manual or Motorized System	Price after all discounts
1	1 Entry	Rolldown Screen	311	120	Motorized	$15,340.60
2	2 Upstairs Front Middle	Colonial Shutters	84	63		$3,601.36
3	3 Upstairs Front Left	Colonial Shutters	36	63		$1,813.97
4	4 Upstairs Front Right	Colonial Shutters	36	63		$1,813.97

Hurricane Shutters for WINDOWS on upper level of front facade

$22,569.90 total

Rolldown Screen - $15,340.60 USD

Colonial Shutters - $7229.30

22,569.90 USD

pg 3 of 6.

1 Entry

1 x $15,340.60

Options

Description:	*Rolldown Screen*
Opening Number:	*1*
Hood Location:	*As high as possible*
Buck Width (inches):	*311*
Buck Height (inches):	*120*
Mount Location:	*Outside*
Buildout Required:	*Yes*
Build In or Out:	*Build Out*
Build Out Side:	*Left and Right Sides*
Left Clearance Out:	*2 Inches*
Right Clearance Out:	*2 Inches*
Screen Type:	*Storm Catcher*
Manual or Motorized System:	*Motorized*
Remote or Switched Motor:	*Remote Motor*
Motor Override:	*Yes*
Motor System:	*Standard*
Mitering Required:	*No*
Wind Brace Needed:	*Yes*
Sales Order Notes:	*Customer will relocate Mailbox on left side of opening*
Screen Color:	*White*
Luff Tape Color:	*White*
Track Color:	*White*
Bottom Bar Color:	*White*
Rolldown Hood Color:	*White*

Colonial Shutters

2 Upstairs Front Middle

1 x $3,601.36

Options

Description:	*Colonial Shutters*
Opening Number:	*2*
Install Floor:	*2nd*
Install Tier:	*Special Equipment*
Buck Width (inches):	*84*
Buck Height (inches):	*63*
Colonial Shutter Type:	*Bifold*
Colonial Color:	*White*

Colonial Shutters

3 Upstairs Front Left

1 x $1,813.97

Options

Description:	*Colonial Shutters*
Opening Number:	*3*
Install Floor:	*2nd*
Install Tier:	*Special Equipment*
Buck Width (inches):	*36*
Buck Height (inches):	*63*
Colonial Shutter Type:	*Single Panel*
Colonial Color:	*White*

pg 4066

Colonial Shutters

4 Upstairs Front Right

1 x $1,813.97

Options

Description:	*Colonial Shutters*
Opening Number:	*4*
Install Floor:	*2nd*
Install Tier:	*Special Equipment*
Buck Width (inches):	*36*
Buck Height (inches):	*63*
Colonial Shutter Type:	*Single Panel*
Colonial Color:	*White*

pg 5 of 6

Additional Project Details

Permit & Engineering Fees:	*Permit & Engineering Fees*	1 x $677.10
	Package Price:	$23,247.00
	Deposit:	-$11,623.50
	Balance:	$11,623.50

PS 6096

Roll Down Shutter - Nautilus

Open Everyday From 9:00 AM - 6:00PM

Toll-Free (800) 772-9096 | Local / WhatsApp (561) 210-5944

FIRST ALERT
HURRICANE SHUTTERS
WINDOWS & WHOLESALE

Home About Us Order Online Serv

		Product	Price	Quantity	Subtotal
×		Roll Shutters Roll Shutter Type: Nautilus End Retention (Compact Box Housing) Color Choice: White Opening Type: Other Opening Width (In Inches): 311 Opening Height (In Inches): 120 FSF: 259.16666666667 Operation: Motorized (R/C w/Remote) ($290.00) Track Anchor Holes (1/4 Inch): Punch Holes 6" On Center Hardware (Color Matching): include When your order is ready would you like to: Have it Shipped Roll Shutter Type - Nautilus End Retention (Compact Box Housing): Qty: 1, Price: $9,835.38 Basic Price - FSF: Qty: 1, Price: $259.17 Total: $10,384.55	$10,384.55	1	$10,384.55

Coupon c Apply coupon Update cart

Alternate Project #5

Cart totals

Subtotal	$10,384.55
Tax	$726.92
Total	**$11,111.47**

Proceed to checkout

+ Installation
~ $2,500 estimated
+ Architectural Drawings

360 Checking

Available balance

[redacted]

Account Info

Current balance

[redacted]

Account number

[redacted]

Routing number

[redacted]

Primary account holder

Kris A Einstein

Primary debit card number

N/A

Secondary account holder

Christopher D Gardner

Secondary debit card number

Ownership type

Joint

Account type

360 Checking

Interest

Current APY ⓘ

0.10%

View Current Terms & Conditions

Funds

We have other bank accounts if you need to see more avail funds. I am just very uncomfortable providing some financial info since this will become public.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: 207 Orange Ave Amendment to Commercial Facade Agreement

CAO RLS FILE: 25-48

DATE: April 16, 2025

I have reviewed the above request for legal services related to the proposed first amendment to the commercial façade agreement with Jetset Events, LLC for property 207 Orange Avenue, as well as the resolution.

Edits have been made to both documents and uploaded. A clean copy of the documents is also uploaded for your convenience; the clean copies are approved as to form and correctness. Most notably, the First Amendment has been changed to follow the format of a true amendment to the language with strike through (deletions) and underlines (additions).

This Resolution and First Amendment shall serve as the template guideline for future requests of this type for FPRA Grant extension requests. Please utilize them moving forward.

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

Thank you.

FPRA Regular Meeting **8. b.**

Meeting Date: May 13, 2025

Re: FPRA Resolution 25-01 Formally Establishing the FPRA Mural Program, Including Program Guidelines and Standard Template Agreements

Submitted For: Sara Delgado, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

FPRA Resolution 25-10 Formally Establishing the FPRA Mural Program, Including Program Guidelines and Standard Template Agreements

SUMMARY:

The purpose of FPRA Resolution 25-10 is to formally establish the FPRA Mural Program as an official agency initiative. This resolution adopts Program Guidelines and Standard Template Agreements for artists and property owners to ensure consistency and transparency.

The FPRA Mural Program aims to enhance the visual character of the Fort Pierce Redevelopment Area by supporting public art installations that celebrate local culture, history, and creativity. Through this program, the FPRA seeks to activate underutilized spaces, support artists, strengthen community identity, and contribute to the ongoing revitalization of key neighborhoods, aligning with the FPRA Plan and the City's 2025 Strategic Plan.

Formalizing the program allows the FPRA to manage and expand this successful initiative across the entire redevelopment area with a clear process and sustainable structure.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 11. The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.
Goal 11.3 The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art related activities and events within the Redevelopment Area.
Goal 12. The Fort Pierce Redevelopment Agency shall enhance and develop the Peacock Arts District.

RECOMMENDATION:

Approve FPRA Resolution 25-10 Formally Establishing the FPRA Mural Program, Including Program Guidelines and Standard Template Agreements

ALTERNATIVES:

Staff will proceed as directed by FPRA Board

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community & Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	6320 - Other Improv.
Amount:	$50,000.00

OTHER INFORMATION:

$50,000.00 is Budgeted for FY25

Attachments

FPRA Resolution 25-10
Template Artist Agreement
Template Artist's Limited Release
Template Property Owner Agreement
RLS Memo
Presentation

FPRA RESOLUTION NO. 25-10

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **FORMALLY ESTABLISHING THE FPRA MURAL PROGRAM AND CORRESPONDING GUIDELINES THERETO**; INTENDING TO BEAUTIFY THE CITY THROUGH MURAL INSTALLATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida legislature has enacted the Community Redevelopment Act of 1969 (Chapter 163, Part III, Florida Statutes), in order to provide certain redevelopment powers to eligible municipalities; and

WHEREAS, the City Commission of the City of Fort Pierce, Florida conducted a finding of necessity in accordance with Chapter 163, Florida Statutes, to establish the Fort Pierce Redevelopment Agency ("FPRA") in 1982 and formally adopted the findings of necessity through City Resolution 82-25; and

WHEREAS, the FPRA was established by Ordinance H-239 in 1982 to rehabilitate, conserve, and redevelop slums and blighted areas of the City; and

WHEREAS, on August 17, 2020, the Fort Pierce Redevelopment Plan (the "Plan") was adopted by the City of Fort Pierce by Ordinance 20-019; and

WHEREAS, the 2020 FPRA Plan outlines the agency's commitment to supporting the development of public art, art-related projects, and cultural events within the Redevelopment Area; and

WHEREAS, the FPRA recognizes the importance of enhancing public spaces through creative and artistic initiatives that contribute to the aesthetic value of the community, while fostering civic pride, unity, and collaboration; and

WHEREAS, the FPRA desires to establish a program that reduces slum and blight, and support artists and property owners by facilitating the installation of murals in strategic locations that will beautify the city; and

WHEREAS, the FPRA Mural Program Guidelines ("Guidelines"), attached as Exhibit "A", describes the program, establishes an application process, sets forth eligibility criteria, and provides for program outreach and public awareness; and

WHEREAS, the FPRA Board has reviewed the Program Guidelines and desires to formally establish the FPRA Mural Program as set forth in the Guidelines; and

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated in this Resolution.

SECTION 2. The FPRA approves and authorizes the formal establishment of the FPRA Mural Program with the Guidelines attached hereto as Exhibit "A".

SECTION 3. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

SECTION 4. The provisions of this Resolution are declared to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 5. This Resolution shall be effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2025.

_____
LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
LINDA W. COX, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, Agency Attorney

EXHIBIT "A"

A. OVERVIEW

The **Fort Pierce Redevelopment Agency ("FPRA") Mural Program** is an initiative dedicated to revitalizing the community by transforming blank walls into meaningful works of art. Through this program, the FPRA funds the installation of murals on eligible properties within the designated redevelopment area. This program aims to reduce slum and blight, foster civic pride, and provide a platform for artistic expression while improving the overall aesthetic of the city.

B. ELIGIBILITY

To be eligible for this program, properties must be located within the designated redevelopment area (see map in section D) and zoned for commercial use. The FPRA may also identify specific target areas on an annual basis to encourage strategic mural placement. If applicable, any identified target area will be noted in the property owner application.

C. APPLICATION PROCESS

1. Property Owners:
   a. Property owners interested in participating must submit an online application with the following information:
      - **Photos of the proposed wall**: The photos must show different angles of the wall and its surrounding environment.
      - **Measurements of the wall**: The application must provide the height, width and exact location of the wall.
      - **Mural Concept Statement**: The application must include a proposed theme and brief summary explaining how the mural will benefit the property, neighborhood and community.
   b. Applications are submitted to the FPRA staff for review for eligibility. All eligible applications will be passed on to the Community Redevelopment Agency Advisory Committee ("CRAAC") for review, evaluation, and recommendation.
   c. The CRAAC will then review and evaluate the applications based on:
      - **Visual Appearance**: Is the building clean and well maintained? Will the mural complement and enhance the surrounding area?
      - **Visibility & Accessibility**: Is the location easily visible to the public without obstruction?

- **Theme & Artistic Significance**: Does the proposed theme bring a unique artistic perspective that differentiates it from the existing murals in the area?

Based on their review, the CRAAC will provide a recommendation as to which properties should move forward with a Call for Artists to submit a mural design for that property.

2. Artists:
   a. Once a property has been selected for recommendation by the CRAAC, FPRA staff will issue a Call for Artists for the properties recommended by the CRAAC, which will provide project details, including site specifications, artistic themes, and budget. Artists interested in participating must submit an online application with the following information:
      - A concept design for the proposed mural
      - A brief description of the design approach
      - A portfolio, website, social media, etc. showcasing previous mural work
      - A budget proposal that aligns with the proposed FPRA funding
   b. In a budget proposal, Artists should include costs for materials (paint, supplies), prep work (e.g., priming the wall), and any overhead (e.g., travel expenses, accommodation if the artist is coming from out of town).
   c. Applications are submitted to the FPRA staff for review for eligibility. All eligible applications will be passed on to the CRAAC for review, evaluation, and recommendation.
   d. The CRAAC will then evaluate Artist applications for the recommended properties based on:
      - **Artistic Quality & Creativity**: How well the design represents the theme or design inspiration that was provided.
      - **Aesthetics**: The design quality, potential visual enjoyment, innovation/risk in concept and technical approach, and prospective social interaction.
      - **Artistic Qualifications & Experience**: The Artist's previous work and ability to execute large-scale projects.
   e. The CRAAC will select which property and Artist combination(s) should be recommended to the FPRA Board for award under the Mural Program.

D. AWARD AND APPROVAL

1. FPRA Board Award
    a. Once a property and Artist combination is selected for recommendation by the CRAAC, the FPRA staff will present the recommendation to the FPRA Board. Additional background materials, including all property owner applications and all Artist submissions, will be provided to support their review and consideration.
        i. The FPRA Board may direct FPRA staff to issue a Call for Artists for the property not recommended previously by the CRAAC.
        ii. The FPRA Board will also be able to consider any Artist and property combinations not recommended by the CRAAC.
    b. The FPRA Board will award the mural and authorize FPRA staff to refine and finalize the mural design and negotiate an agreement with the Property Owner and the Artist for the mural.
    c. FPRA staff will draft an agreement with the Property Owner, utilizing a previously approved template, outlining their responsibilities for the preparation and ongoing maintenance of the artwork.
    d. FRPA staff will draft an agreement with the Artist, utilizing a previously approved template that outlines the scope of work, timeline, and payment structure and deposits.
2. Agreement Approval Process
    a. The finalized agreements will each be signed by the applicable Property Owner and Artist.
    b. The finalized agreements, with the applicable signatures from the Property Owner and Artist, will go before the FPRA Board for final approval and execution by the FPRA Chair.

E. FPRA BOUNDARY MAP

The map below outlines the boundaries of the designated redevelopment area. All mural project locations must fall within this area to be eligible for consideration. Note: Target areas may also be identified on an annual basis to guide strategic placement.

Sunland Gardens
Fort Pierce
Glidden Park
Fort Pierce Redevelopment Agency Boundary

FPRA Mural Program
Artist Services Agreement

This Agreement is made and entered into this ___ day of_____, 20__, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and _____ (hereinafter referred to as "ARTIST").

WHEREAS, the City, through the FPRA, has developed the FPRA Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on property in the City; and

WHEREAS, the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at _____, Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the FPRA on the terms and conditions set forth below; and

WHEREAS, the FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art is _____. The Location of the Work of Art shall be the_____wall at _____, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner and FPRA's approval for completion and installation of the work described in the Proposal.
6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and

equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.

7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the FPRA and the Property Owner before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the Property Owner to correct any deficiencies before the artwork can begin.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of _____ Dollars (_____), which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows:

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling _____Dollars (_____) followed by the balance of the fixed fee of Dollars (_____) following final inspection verifying completion of Work of Art.

3. The FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. The FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art.

4. All work under this Agreement shall be completed in compliance with all applicable Code of Ordinance provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the prior written approval of the FPRA.

6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.

7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the FPRA of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the FPRA. The ARTIST will

take such measures as are necessary to protect the Work of Art from loss or damage until the completed Work of Art has been accepted by the FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.

2. The ARTIST is solely responsible for obtaining insurance under this section. The FPRA and the City shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.

3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the FPRA or the City. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce.

INDEMNIFICATION

The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the FPRA and the City and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City as a

result of the termination.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent, in writing, to the following addresses:

To the ARTIST: Name: _____
Address: _____
City/State/Zip: _____

To the FPRA: **Fort Pierce Redevelopment Agency**
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Sara Hedges, City Attorney City
Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

SPECIAL PROVISIONS

1. The ARTIST shall not have the power to pledge the FPRA or the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

2. The FPRA and the City are exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the FPRA, nor is the ARTIST authorized to use the FPRA or the City's tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.

3. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW; WAIVER OF JURY TRIAL

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements or understandings between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.

2. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida. This agreement shall be subject to and governed by the laws of the State of Florida.

3. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

[SIGNATURE PAGE TO FOLLOW]

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

_____
LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
LINDA W. COX, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, Agency Attorney

ARTIST:

By: _____

Print: _____

Date: _____

FPRA Mural Program
Artist's Limited Release

I_____, as the ARTIST of the Work of Art titled _____, hereby consent to and give permission for the Property Owner located at_____ to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: _____

Print: _____

Today's Date: _____

FPRA Mural Program
Property Owner Agreement

This Agreement is made and entered into this_____day of _____, 202___, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and _____(hereinafter referred to as "PROPERTY OWNER"), owner of property/walls located at _____in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the FPRA Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on property in the City; and

WHEREAS, the PROPERTY OWNER recognizes that the purpose of the program, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the PROPERTY OWNER and therefore desires to have a mural painted on the walls on their property; and

WHEREAS, the nature of the FPRA Mural Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The PROPERTY OWNER hereby agrees to allow the FPRA to have a mural mounted or painted on the_____wall located at_____.

2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the walls for a period of five (5) years. The PROPERTY OWNER has the right to pay for enhancement, maintenance, or removal of the mural.

3. This Agreement may be extended for successive five (5) year periods upon the execution of a mutually agreed upon written extension agreement between the PROPERTY OWNER and the FPRA.

4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the walls on such property are being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use, occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months' written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The PROPERTY OWNER has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The PROPERTY OWNER shall not make any changes to the mural's design without prior written approval from the FPRA. The PROPERTY OWNER shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

7. The murals will be applied directly to the wall on a wall surface that is prepared by the PROPERTY OWNER for the Artist. Preparing the surface shall include but is not limited to pressure washing and priming. It is the responsibility of the PROPERTY OWNER to properly inspect their wall surface before the mural installation and obtain approval of the wall surface preparation by the FPRA when the PROPERTY OWNER believes it is ready for the Artist to begin the artwork.

8. The PROPERTY OWNER agrees to provide the FPRA and Mural Artist with reasonable access to the site for such work so as not to interfere with the PROPERTY OWNER'S business operations. The mural shall at all times be properly maintained in appropriate condition by the PROPERTY OWNER at its cost and the mural's condition shall not be allowed to deteriorate. The PROPERTY OWNER has the right to maintain and clean the mural.

9. The PROPERTY OWNER understands and agrees that the placement of the mural on the site in no way entitles the PROPERTY OWNER to use, at its discretion, the artwork for advertising/profit-making purposes, or any other publicity, except under conditions in which the artwork has been released by both the FPRA and the Artist.

a. The PROPERTY OWNER may reproduce the artwork for purposes of publicity, awareness, and promotion of the FPRA Mural Program pursuant to and subject to the terms of the Artist's Limited Release attached as Exhibit A and incorporated herein by reference. The artwork may not be used for advertising or profit-making by the PROPERTY OWNER. Any reproduction of the artwork by the PROPERTY OWNER must contain a credit to the Artist.

10. The PROPERTY OWNER agrees to indemnify and hold the FPRA and the CITY and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and employees harmless from all liabilities, third-party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of PROPERTY OWNER'S representations and promises and performance of obligations under this Agreement.

11. The City of Fort Pierce's FPRA Mural Program Staff will present options to the PROPERTY OWNER to make the final selection.

12. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

13. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

14. This Agreement shall be subject to and governed by the laws of the State of Florida.

15. Any notices required pursuant to this Agreement shall be sent, in writing, to the following addresses:

To the PROPERTY OWNER: Business Name: _____
Business Address: _____
City/State/Zip: _____

To the FPRA: **Fort Pierce Redevelopment Agency**
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Sara Hedges, City Attorney City
Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

16. This Agreement may be terminated by either party upon seven (7) business days' written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City.

17. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the FPRA and the PROPERTY OWNER have executed this Agreement as of the date first above written.

_____
LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
LINDA W. COX, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, Agency Attorney

PROPERTY OWNER:

By: _____

Print: _____

Date: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SARA DELGADO, REDEVELOPMENT SPECIALIST, COMMUNITY AND ECONOMIC DEV, FPRA DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW THE FPRA MURAL PROGRAM AGREEMENTS TEMPLATES AS TO FORM AND CORRECTNESS

CAO RLS FILE: 25-96

DATE: APRIL 21, 2025

I have reviewed the above request for legal services related to a review of the FPRA Mural Program template agreements for artists and property owners as well as the proposed resolution establishing the program.

A redlined copy of the artist release, property owner agreement, and artist agreement are uploaded. The Resolution and clean copies of the agreements and release are approved as to form and correctness. (These documents have been previously reviewed in RLS 23-315 and 25-72.)

You also asked questions for clarification, answered below:

1. Review of final agreements - Once the template agreements are approved, the agreements for both the artists and property owners should be resubmitted to this office for a final review before presentation to the FPRA Board.
2. City and logo references - The "City of Fort Pierce" and accompanying logo have been taken out of the agreements and artist release, as this is a FPRA program. If you wish to include the logo for the FPRA, you can do so.
3. Discrepancies between property and artist agreements - The "whereas" sections between the property owner agreement and artist agreement need not read the same, as each agreement has a different aim. The property owner agreement notes that the property owner acknowledges and agrees that a mural would enhance the City's look and promote the City's heritage. Meanwhile, the whereas section of the artist's agreement focuses on the contract between the FPRA and the artist. Both are correct summaries of the agreements the parties are entering, and both specifically reference that the agreement is between the party and the FPRA (although these murals will benefit the City as a whole). However, I included this paragraph, taken from the property owner agreement, in the artist agreement for continuity of the documents: "WHEREAS, the City, through the FPRA, has developed the FPRA Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture

within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on property in the City…"

4. Timeline for review of final agreements - You asked if the timeline for anticipating a response from this Office for approval of the agreements would be sufficient between June 28th through July 8th. With these template forms being approved, review of the documents from this Office should be complete within the time frame you allotted. However, as noted in the RLS system, this Office cannot guarantee review of a request before the desired date, as our response time depends on the document being timely routed through other departments in the RLS system, and the amount of requests received at any given time as well as the nature of those requests. Building in more time to have the agreements reviewed is always preferable and appreciated.

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

Thank you.

FORT PIERCE
REDEVELOPMENT AGENCY

MURAL PROGRAM

MURALS THROUGHOUT THE YEARS

2023

MURALS THROUGHOUT THE YEARS

2024

Formalization of the FPRA Mural Program

The **FPRA Mural Program** has proven to be a successful and an impactful initiative — bringing color, identity, and community pride to the Fort Pierce Redevelopment Area. By celebrating artists and activating underutilized spaces, the program has strengthened neighborhood character and enhanced the visual appeal of the district.

2025 STRATEGIC PLAN

As outlined in the 2025 Strategic Plan, the next phase of this initiative is to expand the mural program throughout the entire FPRA district, reaching more neighborhoods and creating a consistent visual appeal.

FPRA PLAN GOAL 11.3

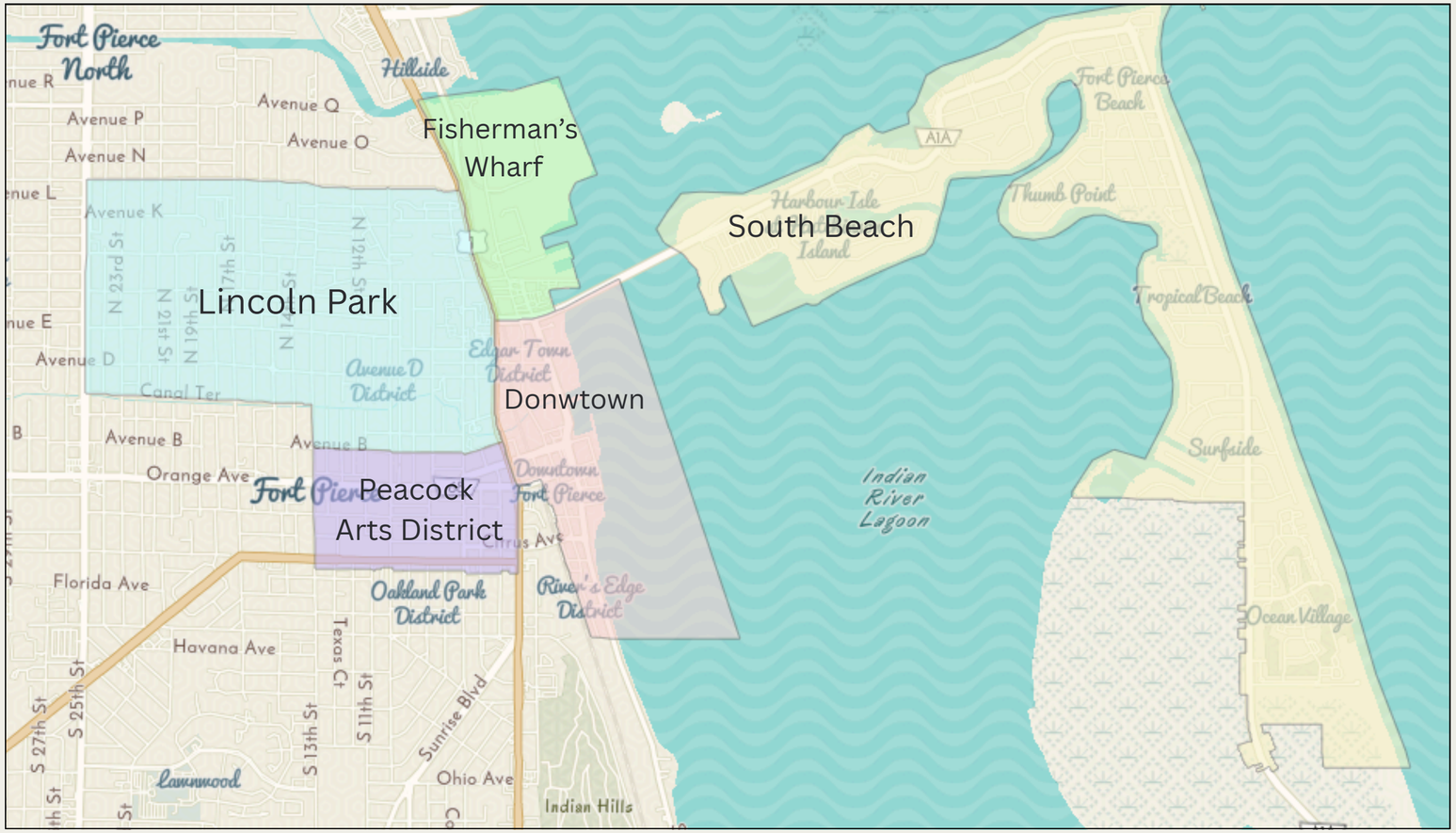
The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art related activities and events within the Redevelopment Area.

FORMALIZING THE PROGRAM

Through an official Resolution, Program Guidelines, and Standardized Agreements we are establishing a sustainable framework for continued growth, clear expectations and long-term success.

WHAT'S NEW

Expanding from the Peacock Arts District to the rest of the Districts to include: Lincoln Park, South Beach, Downtown and Fisherman's Wharf.



PROGRAM GUIDELINES OVERVIEW

Property Owner Application Phase

- Property Owners submit online applications.
- FPRA Staff Review Applications for eligibility.
- The CRAAC will evaluate and provide a recommendation as to which properties should move forward with a Call for Artists to submit a mural design for that property.

Artist Application Phase

- FPRA staff issues Call for Artists.
- FPRA Staff Review Submissions for eligibility.
- The CRAAC will select which property and Artist combination(s) should be recommended to the FPRA Board for award under the Mural Program.

Award & Approval

- Once a property and Artist combination is selected for recommendation by the CRAAC, the FPRA staff will present the recommendation to the FPRA Board.

Agreement & Approval

- The finalized agreements will each be signed by the applicable Property Owner and Artist.
- The finalized agreements, with the applicable signatures from the Property Owner and Artist, will go before the FPRA Board for final approval and execution by the FPRA Chair.

WHAT'S AHEAD

- **Call for Artists – Sunrise Theatre Mural**

A Call for Artists is currently open for a new mural on the back exterior wall of the Sunrise Theatre — an idea proposed by the CRA Advisory Committee. This project will help connect the Peacock Arts District with Downtown and serve as a vibrant addition to the city's growing mural collection.

- **Property Owner Applications Open – May 14, 2025**

The FPRA will begin accepting applications from property owners interested in having murals installed on eligible buildings within the Peacock Arts District and Downtown Fort Pierce.

- **Fiscal Year 2026**

The FPRA will expand to include Lincoln Park, South Beach and Fisherman's Wharf.

FPRA Regular Meeting **8. c.**

Meeting Date: May 13, 2025

Re: 25-11 appointing FPRA Director

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

FPRA Resolution 25-11 appointing Richard D. Chess as FPRA Director.

Attachments

25-11

FPRA RESOLUTION NO. 25-11

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; DESIGNATING AN **FPRA DIRECTOR**; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 31, 2025, the Fort Pierce Redevelopment Agency ("FPRA") Board, pursuant to FPRA Resolution No. 25-04 appointed DeVoshay Johnson as the Interim FPRA Director; and.

WHEREAS, the FPRA Board desires to appoint an FPRA Director; and

WHEREAS, Richard D. Chess desires to serve as the FPRA Director in addition to his City Manager duties, without additional compensation.

BE IT RESOLVED BY THE FORT PIERCE REDEVELOPMENT AGENCY OF THE CITY OF FORT PIERCE, FLORIDA, hereby designates Richard D. Chess to serve as FPRA Director and perform the additional duties and responsibilities of the FPRA Director pursuant to the City of Fort Pierce Charter, Ordinances, Resolutions, Policies, and Rules, effective May 13, 2025; this appointment is made without any additional compensation other than that which is paid to Mr. Chess in his role as City Manager; this appointment may be terminated at any time with or without cause.

BE IT FURTHER RESOLVED all resolutions or parts of resolutions in conflict herewith are hereby repealed and that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 13th day of May, 2025.

_____
LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
Linda W. Cox
Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
Agency Attorney

FPRA Regular Meeting **9. a.**
Meeting Date: May 13, 2025
Re:

SUBJECT:
FPRA Programs & Activities Summary Report - May 2025

SUMMARY:

FPRA REDEVELOPMENT PLAN GOAL/POLICY

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

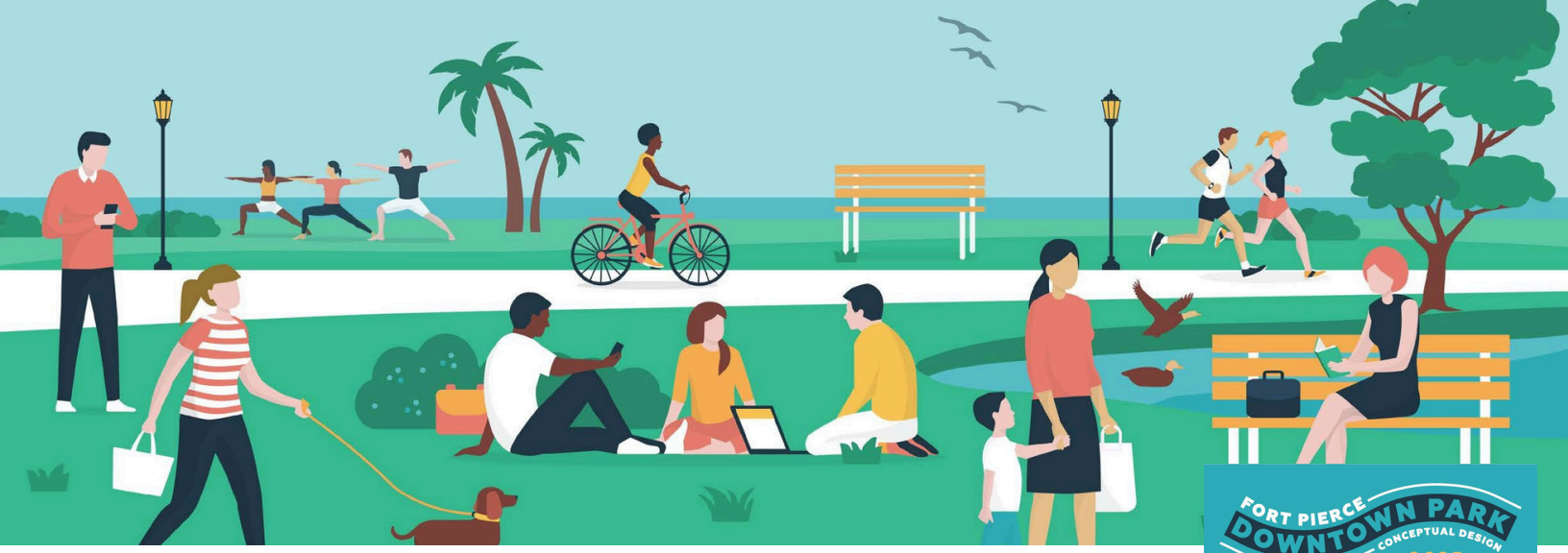
Attachments

FPRA Monthly Report - May 2025

FORT PIERCE
REDEVELOPMENT AGENCY

MAY 2025

PROGRAMS & ACTIVITIES SUMMARY REPORT



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FPRA
FORT PIERCE
REDEVELOPMENT AGENCY

STREETLIGHT POLE BANNER PROGRAM

Youth Banner Art Showcase

The FPRA is excited to announce the official launch of the **Youth Banner Art Showcase, opening May 5, 2025.** This annual program invites K-12 students who reside in the City of Fort Pierce or are currently enrolled in Fort Pierce schools to participate in a community art initiative designed to celebrate creativity and local pride.

Students are encouraged to submit original banner designs inspired by one of the following themes:

- Fort Pierce Landmarks
- Arts & Culture
- Nature/Scenic Beauty

Each student may submit one entry, and selected designs will be professionally produced and installed as streetlight pole banners throughout the Fort Pierce redevelopment area. These banners will not only highlight the artistic talents of Fort Pierce's youth but will also add vibrancy and character to public spaces.

The program is fully funded by the FPRA, covering all production and installation costs. It offers young artists a meaningful opportunity to make a lasting visual impact on their community.

We look forward to celebrating the creativity of Fort Pierce's youth and enhancing the city's public spaces through their inspiring artwork.

Students and families are encouraged to scan the QR code to learn more and to apply.

Important Dates:

Submission Deadline: June 6, 2025

Selection Period: June 6, 2025 – June 26, 2025

Announcement of Selected Students: July 9, 2025

MARINA PARK

In November 2022, the Fort Pierce Redevelopment Agency (FPRA) Board took a major step toward revitalizing the downtown area by adopting the Downtown Master Plan. This strategic plan aims to enhance Fort Pierce's core by building on its greatest assets and creating stronger connections between people, places, and experiences—all while honoring the city's history and future potential.

One of the plan's first major initiatives is **Phase 1: the transformation of Marina Square into Marina Park**. The goal is to develop a well-designed public space that can accommodate a variety of uses, from concerts and farmers markets to family outings and community events. Marina Park will be adaptable, functional, and designed to serve the evolving needs of downtown Fort Pierce.

In February 2025, the FPRA entered into a Specific Authorization with Inspire Placemaking Collective to begin the conceptual design for Marina Park. On April 5, we hosted our first public engagement event at the Saturday Farmers Market and received fantastic feedback from both residents and visitors. A special highlight was seeing young children interact with the Elements Board, picking out the features they'd love to see downtown—proof that this space is truly being shaped by all generations.

5 KEY TAKEAWAYS: FARMER'S MARKET COMMUNITY INPUT

Water Features and Natural Elements are a Top Priority

- Water Play
- Gardens
- Shade Trees (not palm trees)
- Wildlife Integration (opportunities to observe and learn about local wildlife)
- Avoid Overdevelopment

Restrooms and Basic Amenities Need Attention

- Improved Restroom Facilities
- Shaded Seating
- Nighttime Lighting
- Vendor Support (Electricity & Clean Facilities)

The Farmers Market Is a Community Treasure

- The market space by the water and greenspace is deeply loved. Residents want it protected and enhanced with better surfaces, more power, ADA access, and tree placement that supports tents—not blocks them.

Parking and Transportation Access Must Be Improved

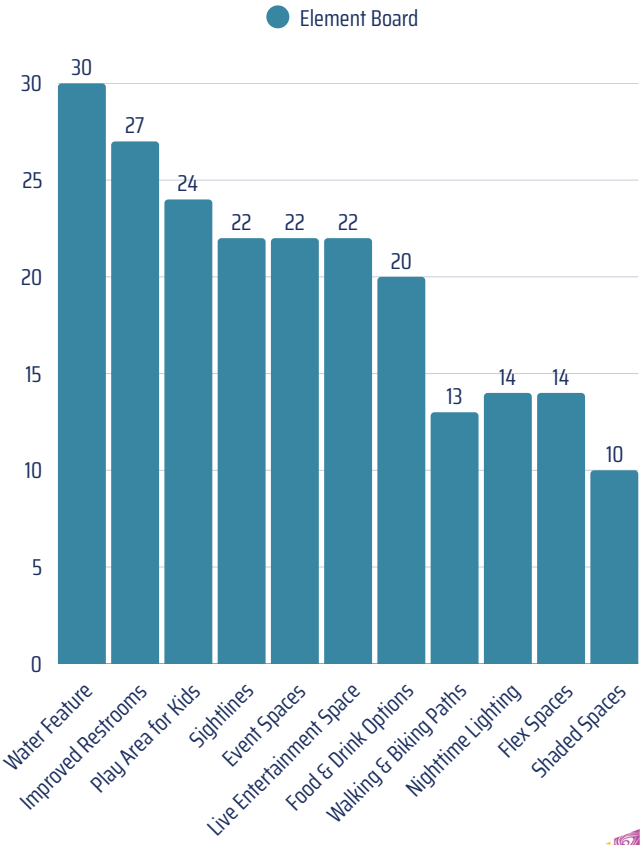
- "Parking" was a frequent comment. Calls for better signage, dedicated employee spaces, better integration with trolley/golf cart shuttles, and accessible transport highlight how central access is important to overall park use and experience.

A Vibrant, Inclusive Gathering Space for All Ages

- The park should be "relaxing," "inviting," and "community"-oriented—with space for kids, families, and events like music, movies, and markets.
- Community programming is essential—integrating flexible event spaces, live entertainment, and accessible, family-friendly zones will support year-round activity and foster ongoing community engagement.

FORT PIERCE DOWNTOWN PARK CONCEPTUAL DESIGN

FARMER'S MARKET: ELEMENT BOARD



FPRA FORT PIERCE REDEVELOPMENT AGENCY

MARINA PARK

The next community engagement will be at **Friday Fest on May 2, where the Inspire team will be available from 5:30 to 8:30 PM.**

We are also making a concerted effort to ensure all voices are heard, including those of our Haitian and Hispanic communities. Bilingual materials and outreach strategies have been incorporated to ensure these important voices are included in the planning process.

The community survey remains open, and we encourage everyone to share their thoughts. Click on the link A Vision For the Future: Marina Park or scan the QR Code.

DOWNTOWN FESTIVAL STREET

We are pleased to announce the commencement of the development of the 2nd Street Downtown Festival Street. To bring this vision to life, we are in the process of coordinating with a consultant on a continuing services contract with the city. A Specific Authorization including a scope and proposal for this work will be presented to the FPRA Board for approval at the June 10 FPRA meeting.

As identified in the Downtown Master Plan, the redevelopment of 2nd Street is aimed at fostering community engagement, supporting local businesses, and enhancing the overall aesthetic appeal of the area. The proposed design will transform the space from a traditional roadway into a vibrant, flexible space. Key objectives of the project include:

- Designing a versatile space that supports both vehicle traffic and pedestrian-friendly events.
- Enhancing the visual appeal with landscaping, street furniture, and decorative lighting.
- Creating an inviting environment that encourages community interaction and attracts visitors.
- Ensuring accessibility and safety for all users, including pedestrians and vendors.

OLD ST. ANASTASIA
Master Plan

As part of the 2020 FPRA Plan, the Fort Pierce Redevelopment Agency remains dedicated to the growth and revitalization of the Peacock Arts District. With the exterior restoration of the Old St. Anastasia building now complete, the next step is underway. At the May 13 FPRA Board meeting, a Specific Authorization with consultant Cotleur & Hearing will go before the Board for approval, paving the way for a comprehensive master plan for the historic building and surrounding parcels.

This next phase will include **community engagement, a feasibility study, historic preservation planning, and conceptual development for the three key parcels.** It represents a significant milestone in a long-anticipated effort, and we're excited to move forward toward a vibrant and creative future for the district.

LINCOLN PARK
Master Plan

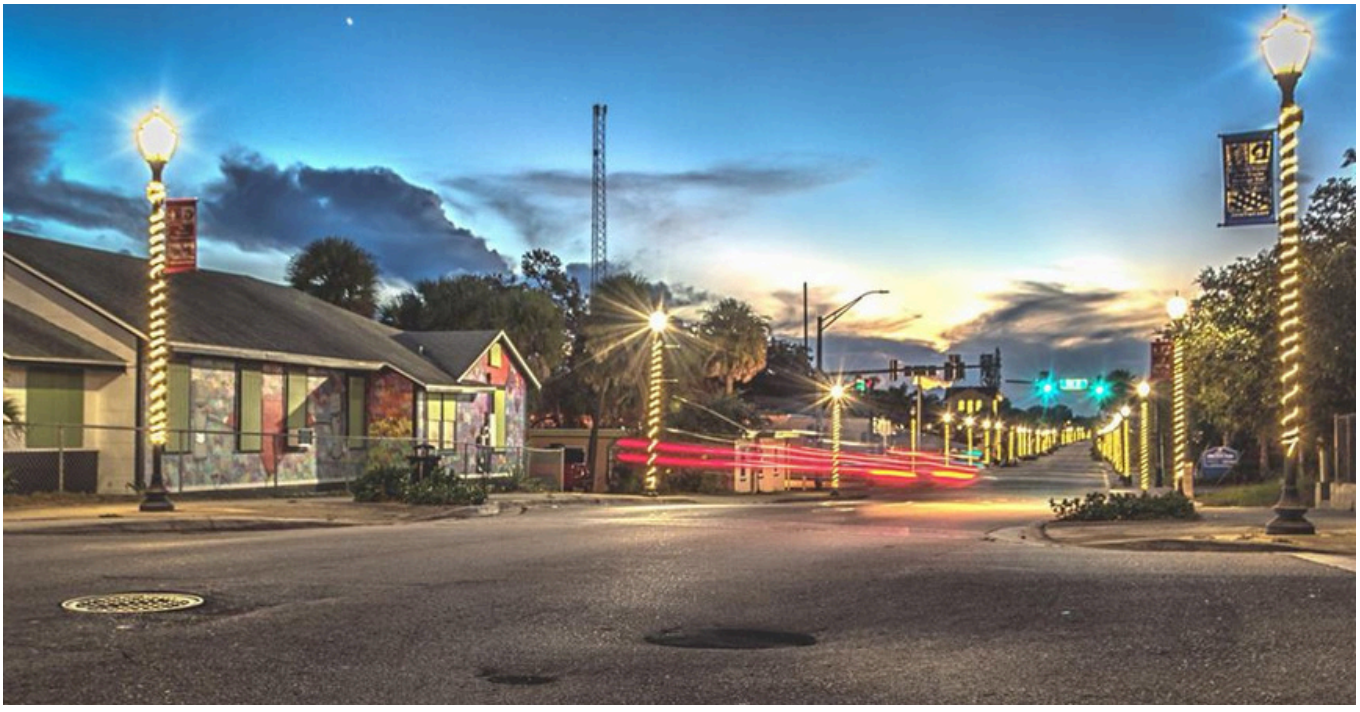
The FPRA is currently working with the Treasure Coast Regional Planning Council (TCRPC) to establish an interlocal agreement for the development of the Lincoln Park Master Plan. The agreement is anticipated to go before the FPRA Board for consideration at its June 13 meeting.

The Lincoln Park Master Plan will be a community-driven initiative aimed at revitalizing and strengthening the Lincoln Park neighborhood. The study area is bounded by Orange Avenue to the south, 33rd Street to the west, Taylor Creek to the north, and U.S. Highway 1 to the east.

The plan will focus on neighborhood stabilization and strategic investment through infill housing, the redevelopment of vacant properties, and efforts to attract and retain local businesses. A major component of the plan will be the revitalization of Avenue D, Lincoln Park's historic business corridor, through targeted strategies to support its economic and cultural renewal.

Extensive community input will be central to the planning process, ensuring the perspectives and priorities of residents, business owners, and other stakeholders guide the plan's development.

The final master plan will include recommendations and best practices for encouraging sustainable investment that honors the neighborhood's rich history and cultural heritage. It will also build upon previous planning efforts, including the 2024 Lincoln Park Economic Analysis, the 2022 Downtown Master Plan, and the 2020 Fort Pierce Redevelopment Plan.



FPRA FORT PIERCE REDEVELOPMENT AGENCY

FPRA MURAL PROGRAM

The FPRA is excited to announce a new Call for Artists for a mural on the exterior back wall of the iconic Sunrise Theatre. Submissions are now being accepted through the CAFÉ (Call for Entry) platform, with a deadline of **Friday, May 16, 2025.**

This is a wonderful opportunity for artists to leave a lasting legacy on one of the city's most beloved buildings. We strongly encourage all local artists to submit their designs and be a part of this exciting project. We can't wait to see the ideas and talent!

For details of the mural and to apply, please visit: www.choosefortpierce.com/fpramuralprogram.

Scan here to learn more about the project

We're excited to share that at the upcoming FPRA Board meeting on May 13, the board will review a proposed resolution to formally establish the FPRA Mural Program. **This resolution includes program guidelines, along with template agreements for both property owners and artists.** This formalization marks an important milestone that will provide a consistent framework for how we plan, select, and implement mural projects throughout the FPRA.

Property Owner applications for participation in the program is expected to open on May 14, 2025.

COMMERCIAL FACADE
Grant Program

The FPRA Commercial Façade Grant Program is officially reopened. This program is a key initiative aimed at revitalizing commercial corridors within the FPRA District.

This program supports exterior improvements that reduce blight, enhance curb appeal, and align properties with current design standards. By investing in the appearance of buildings, the program fosters increased property values, improved tenant occupancy rates, and strengthened economic development across the district.

Eligible business and property owners may receive a reimbursable matching grant covering 50% of project costs, up to $25,000. Qualifying improvements include façade restoration, awnings, ADA accessibility upgrades, and other highly visible enhancements.

With applications now open, property owners are encouraged to take advantage of this opportunity to transform their buildings and contribute to the continued growth and vibrancy of Fort Pierce.

Eligible applicants must be businesses located within the FPRA District.

Now Accepting Applications:
April 17, 2025 -June 17, 2025

SCAN HERE

Apply Now

FPRA FORT PIERCE REDEVELOPMENT AGENCY

COMMERCIAL SIGN
Grant Program

The FPRA is now accepting applications for the Commercial Façade Sign Program!

This program provides reimbursable grants of up to $5,000 per property to help existing businesses upgrade outdated signage with modern, visually appealing designs. These improvements not only beautify the community but also increase business visibility, helping to attract new customers and strengthen brand identity.

The program is currently open and actively accepting applications, reflecting strong interest and engagement from local property owners. To date, sixteen (16) applications have been approved, resulting in $64,944.30 in financial assistance awarded for signage upgrades and replacements.

Eligible applicants must be businesses located within the FPRA District.

The application window will stay open until all designated funds have been distributed.

SCAN HERE

Apply Now

FPRA FORT PIERCE REDEVELOPMENT AGENCY

PAINT PROGRAM

Residential & Commercial Properties

TThe FPRA Paint Program was created to inspire both commercial and residential property owners to enhance the exteriors of their buildings. This initiative aims to brighten and revitalize properties within the FPRA District, contributing to a more vibrant and inviting community.

Through the program, property owners have been able to transform their spaces, fostering a sense of renewal across the district. By encouraging revitalization, the program helps create more appealing neighborhoods that attract visitors, residents, and potential homebuyers.

To date, the FPRA Paint Program has approved reimbursements for 47 properties, distributing a total of $37,832.15. With $12,167.85 still available in the program's budget, there's plenty of opportunity for property owners to enhance their exteriors and contribute to the district's transformation.

Of the approved properties, 22 are commercial establishments, showcasing the program's role in boosting the appeal of local businesses. Meanwhile, 25 residential properties have benefited, highlighting their success in encouraging homeowner pride and investment.

The Paint Program is Coming Back!
Applications Opening Soon!

FREEBEE

Your Free Ride Around Town

Freebee has been proudly serving Fort Pierce for 2 years, offering free, on-demand rides to residents and visitors. Whether you're heading to the beach, downtown, or your favorite local restaurant, Freebee makes it easy to explore some of the best spots in town—without the hassle of parking.

Branded drink coasters featuring a QR code have been placed at local bars and restaurants to help spread the word about Freebee's free ride service. —Scan the code and catch a Freebee!

SERVICE INFORMATION:

Coverage Areas: Inner Zone encompasses the commercial zone where Freebee rides can either start and/or end. Outer Zone refers to the area surrounding the inner zone where Freebee rides can travel through, rides must start or finish within the inner zone.

Accessibility Features: Freebee accommodates individuals with disabilities, ensuring comfortable and safe transportation. To request the ADA vehicle, call 855-918-3733 or request via the Freebee app.

Age Restriction: Freebee's services are exclusively available to individuals ages 18 and older.

SERVICE HOURS

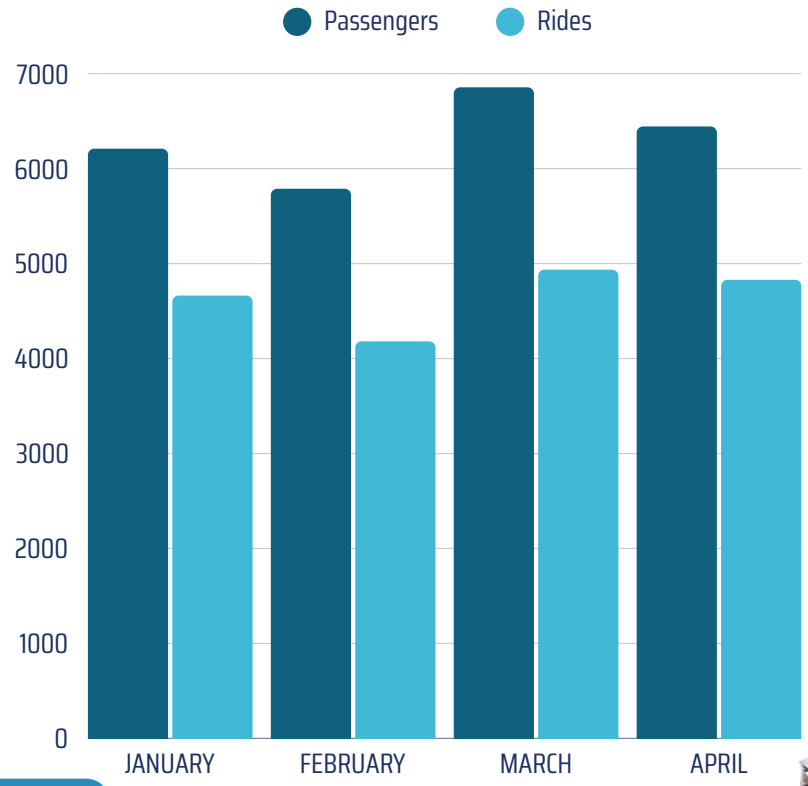
Mon-Wed: 8am-6pm
Thursday: 8am-8pm
Friday: 8am-10pm
Saturday: 10am-10pm
Sunday: 10am-8pm

Contact Us

855.918.3733

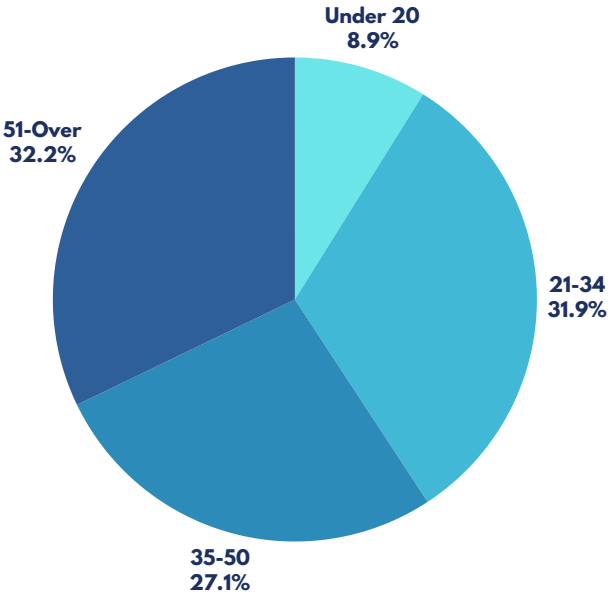
FPRA
FORT PIERCE
REDEVELOPMENT AGENCY

PASSENGERS & RIDES EACH MONTH

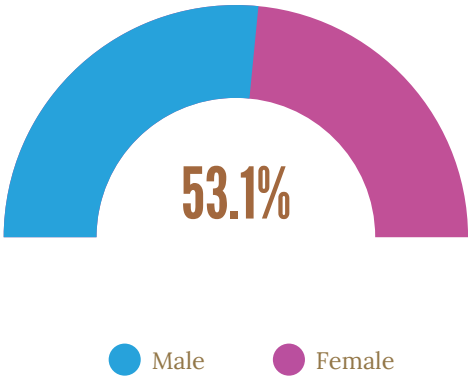


FREEBEE RIDERSHIP

PASSENGER AGE RANGE



PASSENGER GENDER



FREEBEE

Your Free Ride Around Town

As the Freebee service continues to grow in popularity, we want to provide an update on how vehicle scheduling works and share some recent ridership data that reflects the program's success.

Service Hours & Vehicle Rotation

Freebee operates under a contract that provides 70 hours of service per week, per vehicle, within a total service window of 78 hours. To make the most of these hours and ensure coverage during the busiest times of day, vehicles are scheduled in staggered shifts rather than all running simultaneously.

This scheduling model allows Freebee to:

- Maximize coverage during peak usage
- Maintain a consistent presence throughout the service day
- Stay within the contracted service hours while meeting demand

Service Schedule by Day

- Monday to Wednesday: 8 AM – 6 PM (10-hour shifts)
- Friday: 8 AM – 10 PM (14-hour shifts)

Drivers complete any final ride requests before ending their shifts.

Ridership Growth

Since launching the fifth vehicle in mid-December, the impact on ridership has been substantial. The additional vehicle has allowed Freebee to expand service availability and better meet community demand. Ridership continues to increase and increasingly valuable transportation option for Fort Pierce residents and visitors.

WAYFINDING
Comprehensive Sign Program

The long-anticipated Wayfinding Comprehensive Sign Program is officially moving into its implementation phase. FPRA staff recently met with contractor Don Bell, the City Engineer, and the Public Works Director to coordinate plans for the upcoming installation of wayfinding signs, district brand signs, and parking signs throughout the area. In preparation for installation, existing signage will be removed and installation will begin in phases starting the third week of May, with final completion targeted for the end of June. The phased approach is necessary due to the volume of signs being installed, which includes **35 wayfinding signs, 13 district brand signs, and 10 parking signs.**

This project marks a major step forward in enhancing navigation, promoting district identity, and improving the overall visitor experience within the FPRA district.

Wayfinding Signs

District Brand Signs

Parking Signs

PARKING INFRASTRUCTURE

JCPenney Parking Lot

The contractor has finished paving, striping, and curbing the parking lot, and FPUA has relocated the light poles to fit the new layout. The parking lot reopened on February 28. In the coming weeks, the contractor will proceed with the final touches, including the installation of the dumpster enclosure and brick pavers. The parking lot will have a total of **87 parking spaces**, including **6 ADA spaces**.

PARKING INFRASTRUCTURE

1200 Avenue D & Means Ct.

A contract has been approved and executed on the parking lot project at 1200 Ave D & Means Ct. in Lincoln Park. As of January 28, the contractor has submitted permit applications with the Building Department, marking a crucial step forward.

SURPLUS PROPERTY

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the FPRA. An effective strategy to accomplish this goal is by selling surplus property owned by the FPRA. When the FPRA Board formally designates a property as surplus, it will be put up for sale to the public through a Request for Bids.

The surplus properties located at 424 and 426 Douglas Court were conveyed by the FPRA to Eastern Capital Investments in 2024. The developer obtained building permits in December and began construction in January, meeting two of the three development milestones outlined in the Surplus Property Sale Agreement.

The developer is constructing two custom 3-bedroom, 2-bath homes, each offering over 1,300 square feet of living space. **As of April 29, 2025, construction is nearly complete, with final inspections scheduled for the week of May.** The homes are expected to be completed and receive Certificates of Occupancy in May.

The completion of these homes supports the FPRA's ongoing efforts to diversify the area's housing stock and promote neighborhood revitalization by replacing substandard structures with new, high-quality homes.

424 and 426 Douglas Court

OAKS AT MOORE'S CREEK

Construction Update

As part of the Oaks at Moore's Creek Phase II project—located on Means Court between Avenue B and Moore's Creek—new single-family homes are being constructed. Phase II will offer income-eligible, first-time homebuyers four different residential models. Each model is a 3-bedroom, 2-bath home, ranging in size from 1,200 to 1,700 square feet. Home prices will range from $289,000 to $349,000.

As of April 30, 2025, construction of the housing unit at 314 Means Court was completed, and the property was conveyed to a first-time homeowner on March 25, 2025. The home at 319 Means Court is currently under construction and is approximately 75% complete. Additionally, the development team has submitted plans and received a building permit for 318 Means Court, where construction is now underway at 3% complete.

Delaware Ave. and 33rd

Intersection Improvements

We are pleased to announce upcoming enhancements coming to the intersection of Delaware Avenue and 33rd Street. In response to community feedback and ongoing efforts to enhance traffic flow and safety, the improvements will provide a smoother, more efficient experience for both drivers and pedestrians.

The 30% engineering design plans have been submitted and reviewed by county engineering staff. The 60% engineering design plans are anticipated to be submitted by the consultant in May 2025.

HIGHWAYMEN MUSEUM

A Celebration of Art and Legacy

The Florida Highwaymen Museum in Fort Pierce is nearing completion, with interior renovations finalized, including gallery spaces, bathrooms, and the kitchen. **Final inspections are scheduled to wrap up by May 2, 2025.** Remaining tasks focus on exterior work, such as the paver garden, parking lot, and landscaping.

In a major milestone, the City Commission approved using the Art in Public Places Trust Fund to create a mural celebrating the Highwaymen artists' legacy. Over 80 proposals from global artists were submitted for this project, which, along with four mosaic benches recommended by the Arts and Culture Advisory Board, will enhance the vision for the paver garden.

Progress continues across other scopes: plumbing and fire alarm finalizations are expected soon, security installations are dependent on next week's door deliveries, and building punch list tasks will follow. Sitework pricing updates are anticipated by the end of the week, and fence installation is pending approval of the sitework change order. The team remains committed to ensuring seamless coordination to complete the project.

INCUBATE NEIGHBORHOOD CENTER

At the December 10th meeting, the FPRA Board approved moving forward with amending the Lease agreement with Incubate Neighborhood Center (INC). This amendment is intended to clarify and define additional responsibilities between INC and the FPRA, ensuring both parties have a clear understanding of their roles and obligations.

With assistance from the City Attorney's office, staff is currently reviewing the funding agreement to determine the best approach for proceeding with repairs and improvements to the Means Court Building.

AVENUE D MODEL PROJECT

In April 2023, the City of Fort Pierce, Fort Pierce Redevelopment Agency (FPRA), and St. Lucie County entered into an interlocal agreement to collaboratively develop the Avenue D Model Block. This agreement defines the responsibilities and processes involved in the redevelopment of the property located at Avenue D and 7th Street, which includes parcels owned by the City of Fort Pierce, FPRA, and St. Lucie County. The project's vision is detailed in the 2020 FPRA Redevelopment Plan, which identifies this site as a model block, proposing a mixed-use redevelopment that includes apartment housing and commercial spaces.

St. Lucie County led the solicitation process, beginning with a Request for Letters of Interest, which was followed by a formal Request for Proposals. Two firms submitted proposals: Pinnacle Communities and HORUS Academy. An evaluation committee, comprised of staff members from both City of Fort Pierce and St. Lucie County, conducted a review of the proposals including presentations.

The Request for Proposal (RFP) was approved by the City Commission on February 3, 2025, and by the FPRA Board on February 11, 2025. The RFP was approved by the Board of County Commissioners on March 4, 2025.

Pinnacle Communities has extensive experience in affordable housing. Their proposal outlines a total of 157 residential units to be developed in two phases, offering 85 units of affordable rental housing for families and 72 units of affordable rental housing for seniors. Additionally, the proposal includes four live-work units facing 7th Street.

SUNRISE THEATRE

Request For Proposals

The City of Fort Pierce issued a Request for Proposals (RFP) on Tuesday, January 28, 2025, to identify and establish a partnership with a qualified concessionaire to staff, operate, and program the historic Sunrise Theatre. The deadline for submission of Request for Proposals was March 27, 2025.

More details and the RFP are available on the City's website at https://cityoffortpierce.com/Bids.aspx?CatID=17

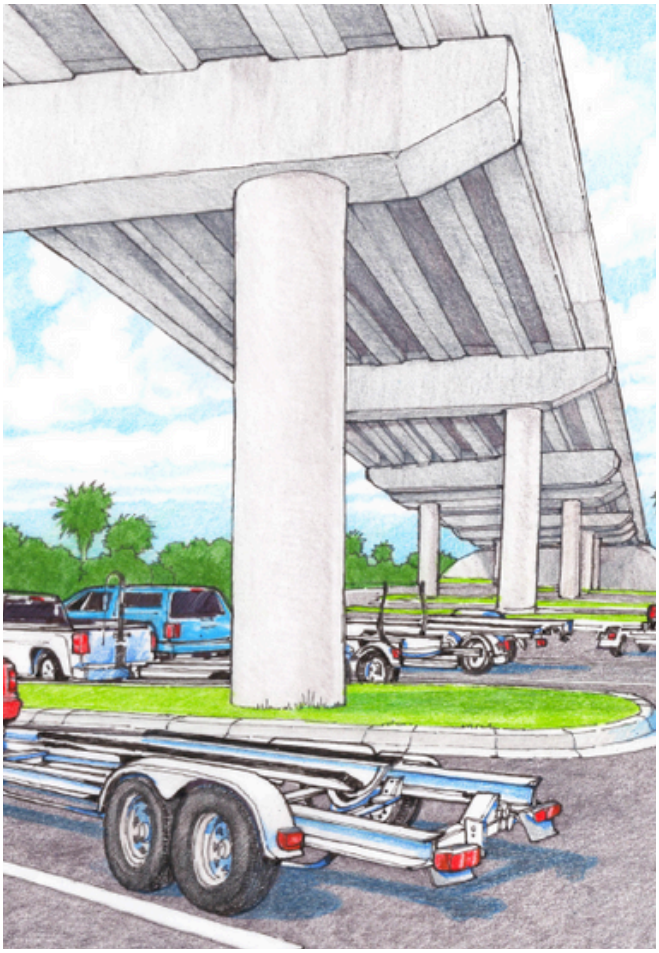
This initiative reflects the City's dedication to enhancing the operations and offerings of the Sunrise Theatre while ensuring its long-term financial sustainability. By exploring the option of contracting with an external management entity, the City seeks to bring in fresh ideas, innovative programming, and expanded resources that will elevate the theatre's profile as a vibrant cultural hub.

The City envisions this collaboration introducing dynamic and diverse programming, improving the experience for patrons, and fostering stronger community engagement. The selected partner will align with the values and vision of the Sunrise Theatre, preserving its historical significance while advancing its role as a cornerstone of arts and culture in Fort Pierce.

WESTERN PENINSULA CHARRETTE

On Wednesday, October 30, 2024, the Treasure Coast Regional Planning Council (TCRPC) presented the work-in-progress presentation for the Western Peninsula Charrette and Master Plan. The presentation chronicled the charrette workshop held on Saturday, October 5, 2024 including the citizens' drawings and recommendations. That Saturday nearly 80 members of the public participated and provided numerous insights and suggestions that the team developed during the course of the charrette week.

On April 8, 2025, the Treasure Coast Regional Planning Council (TCRPC) presented the final master plan, detailing conceptual development phases and a vision for redeveloping the Island Wastewater Treatment site and its surrounding area. The Fort Pierce Redevelopment Agency (FPRA) Board approved a resolution to formally accept the plan.



COMMUNITY POLICING

NORTH 25th STREET

During the month of March 2025, there were a total of 17 FPRA details worked for the North 25th area from Avenue O to Avenue M . There were 48 calls for service during the detail times. Disturbances were the top reasons for the calls.

During this time 3 case reports were completed.:

- Disturbance
- Suspicious Person
- Domestic Trouble

Table - Calls for service in North 25th Street area

Nature	Calls
DISTURBANCE	23
CLOSE PATROL	13
DOMESTIC TROUBLE	3
FOOT PATROL	3
FIGHT	1
RECKLESS DRIVER	1
SHOOTING ACTIVITY	1
SUSPICIOUS PERSON	1
UNKNOWN	1
VEHICLE OR TRAFFIC STOP	1
Total	48

HOURS OF PATROL

Wednesdays
11:00PM - 2:00AM

Saturdays
10:00PM - 2:00AM

Fridays
9:00PM - 2:00AM

Sundays
6:00PM - 11:00PM

PATROL AREA

Detail Officers assigned to patrol North 25th Street from Avenue O to Avenue M are responsible for ensuring the safety and security of residents and businesses and primarily to address and mitigate the disturbances caused by excessive noise in the area.

*__Note__ the updates provided in this section are one month behind to allow ample time for data collection and reporting.

COMMUNITY POLICING
DOWNTOWN

During the month of March 2025, there were a total of 20 FPRA details working for the Downtown area. There were 65 calls for service during the detail times. The top activities logged were patrols and traffic stops.

During this time 8 case reports were completed.

- 8 Case Reports
- 3 Vehicle Accidents
- 2 Disturbances
- Investigation
- Burglary
- Recovered Property

PATROL AREA

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

Map - Calls for service in Downtown area

Nature	Calls
VEHICLE OR TRAFFIC STOP	12
CLOSE PATROL	7
DISTURBANCE	6
FOOT PATROL OR PARK AND WALK	6
TRAFFIC ACCIDENT	5
TRAFFIC RELATED	5
CONDUCT INVESTIGATION	3
FLAGDOWN	3
SUSPICIOUS VEHICLE	3
TRESPASSING COMPLAINT	3
ANIMAL RELATED	1
ASSIST TO MOTORIST	1
ATTEMPT TO CONTACT	1
BURGLARY	1
DOMESTIC TROUBLE	1
FIGHT	1
JUVENILE TROUBLE	1
RECOVERED PROPERTY	1
SUSPICIOUS INCIDENT	1
SUSPICIOUS PERSON	1
TRANSPORT OR ESCORT	1
UNWELCOME PERSON	1
Total	65

HOURS OF PATROL

Fridays

6:30PM - 2:30AM

Saturdays

8:00AM - 2:00PM

3:00PM - 9:00PM

9:00PM - 3:00AM

Sundays

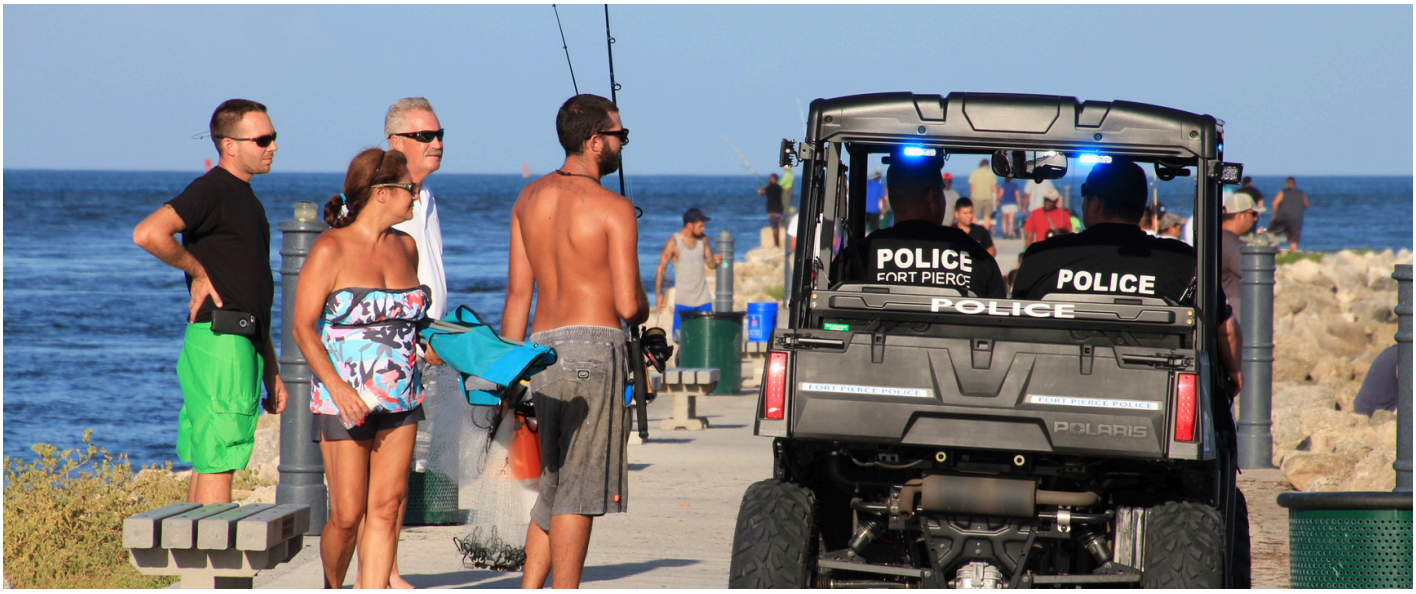
8:00AM - 12:00PM

***Note: Two (2) officers on each shfit.**

***Note** the updates provided in this section are one month behind to allow ample time for data collection and reporting.

COMMUNITY POLICING

JETTY PARK



During the month of March 2025, there were a total of 12 FPRA details working for the Jetty Park area. There were 20 calls for service during the detail times.

During this time 2 case reports were completed.

- Domestic Trouble
- Vehicle Accident

Table - Calls for service in Jetty Park area

Nature	Calls
CLOSE PATROL	7
VEHICLE OR TRAFFIC STOP	4
DOMESTIC TROUBLE	2
SUSPICIOUS PERSON	2
TRAFFIC ACCIDENT	2
HANG UP	1
INFORMATION	1
SICK/INJURED PERSON	1
Total	20

HOURS OF PATROL

Fridays
7:00PM - 1:00AM

Saturdays
7:00PM - 2:00AM

Sundays
8:00PM - 12:00AM

PATROL AREA

Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

*__Note__ the updates provided in this section are one month behind to allow ample time for data collection and reporting.

SCHOOL RESOURCE OFFICERS

SRO Jorge Goz
C.A. Moore

SRO Jorge Goz continues to work alongside C.A Moore K-6 Administration by participating in attendance meetings, supporting the safety patrol program and running the C.A Moore student food bank. SRO Goz assisted with the completion of a fire drill and tornado drill at C.A Moore K-6. SRO Goz Conducted daily meeting with C.A Moore Safety Patrol to check in and see if there were any concerns from the students that attend the school. SRO Goz continues to improve the safety of the school by sharing and implementing safety methods with the school administration. Then assisting the implementation such as better school dismissal procedure. Example: parent pick up students wait for their parents to arrive in the cafeteria instead of the outside benches. By doing so it eliminates student from being outside in case of an emergency.
SRO Goz also continues to mentor students in order to improve their behavior and academic status.

SRO Markeis Washington
Dan McCarty Middle School

SRO Markeis Washington conducted a fire drill and a tornado drill at Dan McCarty for the month of February. In addition, SRO Washington encouraged students to work hard during their Black History month event. SRO Washington also supported the students by attending the Black History month event. Also, for the month of February SRO Washington completed several threat assessment investigations. SRO Washington efforts continue to make students and staff safe while at Dan McCarty Middle. In the month of February SRO Washington also conducted investigation that could have concluded with students attending DJJ but instead she used tools provided to SRO's and Officers that offer students an opportunity to resolve the grievance by attending programs that can result in community service.

Both School Resource Officers (SROs) continue to strengthen the relationship between the Police Department and students—the future leaders of Fort Pierce. They also take pride in maintaining safe school campuses through a strong partnership with school staff and administration.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

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