



City of Pensacola

Community Redevelopment Agency

Agenda

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Tuesday, May 26, 2020, 3:30 PM

Council Chambers, 1st Floor

Special Meeting

Immediately following Agenda Conference.

Public may attend and participate only via live stream or phone:

Live Meeting Video: cityofpensacola.com/428/Live-Meeting-Video

Citizens may submit an online input form here: www.cityofpensacola

Members: Jared Moore, Chairperson, Ann Hill, Vice Chairperson, Jewel Cannada-Wynn, John Jerralds, Sherri Myers, Andy Terhaar, P.C. Wu

BOARD MEMBER DISCLOSURE

Board Members disclose ownership or control of interest directly or indirectly of property in the Community Redevelopment Area

CHAIRMAN'S REPORT

APPROVAL OF MINUTES

1. [20-00225](#) MINUTES OF CRA MEETING - 4/20/2020

Sponsors: Grover C. Robinson, IV, Jared Moore

Attachments: [042020CRAmin.pdf](#)

PRESENTATIONS

ACTION ITEMS

2. [20-00226](#) AWARD OF BID #20-039 DEVILLIERS STREET REVITALIZATION PHASE 1: FROM MAIN STREET TO GARDEN STREET

Recommendation: That the Community Redevelopment Agency (CRA) award Bid #20-039 DeVilliers Street Revitalization Phase 1 to Roads, Inc. of NWF, the lowest and most responsible bidder with a base bid of \$961,029.35 plus additive alternates #1, #6, and #7 totaling \$73,536.76 and a 10% contingency in the amount of \$103,456.61 for a total amount of \$1,138,022.72. Further, that CRA authorize the CRA Chairperson to execute a contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV, Jared Moore

Attachments: [Bid Tabulation, Bid No. 20-039](#)
[DeVilliers Phase I Bid Tab Review](#)
[Final Vendor Reference List, Bid No 20-039](#)
[DeVilliers Streetscape Project Presentation](#)
[DeVilliers Streetscape Project- Crosswalk Striping List](#)

3. [20-00261](#) INTERLOCAL AGREEMENT FOR DOWNTOWN PARKING MANAGEMENT - CRA/DIB

Recommendation: That the Community Redevelopment Agency (CRA) provide notice to terminate the November 29, 2007, Interlocal Agreement, as amended, between the CRA and the Pensacola Downtown Improvement Board for the management of downtown parking facilities. Further, that CRA authorize the CRA Chairperson to take all appropriate measures to coordinate with the City to resume the City's responsibility for parking regulation and enforcement.

Sponsors: Grover C. Robinson, IV, Jared Moore

Attachments: [Interlocal Agreement between CRA and DIB](#)

DISCUSSION ITEMS

4. [20-00244](#) CRA SIDEWALK REPAIRS

Sponsors: Sherri Myers

Attachments: [Map-Urban Core Sidewalk Repair Needs 04-03-2020](#)
[Letter to Sherri Myers](#)
[Church St Photo1](#)
[Church St Photo2](#)

OPEN FORUM

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00225

Community Redevelopment Agency

5/26/2020

SUBJECT:

MINUTES OF CRA MEETING - 4/20/2020

Approval of Community Redevelopment Agency (CRA) meeting minutes for April 20, 2020.



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY

Meeting Minutes

April 20, 2020

4:47 P.M.

Council Chambers

The Community Redevelopment Agency (CRA) Board special meeting was called to order by Chairperson Moore at 5:00 P.M. (immediately following the 3:30 P.M. City Council Agenda Conference).

CALL MEETING TO ORDER

CRA Members Present: Jared Moore, Ann Hill, Jewel Cannada-Wynn, John Jerralds, Sherri Myers (attended by teleconference), Andy Terhaar, P.C. Wu (attended by teleconference)

CRA Members Absent: None

To limit the potential spread of COVID-19, some CRA Members attended by telephonic conferencing, and members of the public had the opportunity to attend and participate **only via live stream or phone**. This change in format was consistent with [Executive Order 20-69](#) issued by Gov. Ron DeSantis and had been adopted at the direction of Council President Jewel Cannada-Wynn in consultation with the City Attorney. Public participation was available as follows:

To watch the meeting live visit: cityofpensacola.com/428/Live-Meeting-Video.

To provide input:

- For Open Forum, for items not on the agenda: citizens may submit an online form here www.cityofpensacola.com/CRAInput **beginning at 1:00 P.M. until 3:30 P.M. only** to indicate they wish to speak during Open Forum **and include a phone number**. **Staff will call the person** at the appropriate time so the citizen can directly address the CRA using a telephone held up to a microphone.
- For agenda items: citizens may submit an online form here www.cityofpensacola.com/CRAInput **beginning at 1:00 P.M. until that agenda item has been voted upon** to indicate they wish to speak to a specific item on the agenda **and include a phone number**. **Staff will call the person** at the appropriate time so the citizen can directly address the CRA using a telephone held up to a microphone. **Any form received after an agenda item has been voted upon will not be considered.**

BOARD MEMBERS DISCLOSE OWNERSHIP OR CONTROL OF INTEREST DIRECTLY OR INDIRECTLY OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA

CRA Members Hill and Terhaar (individually) disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRMAN'S REPORT

Chairperson Moore referenced upcoming appointments to the newly established Urban Core Redevelopment Board to be held at the Council meeting on 4/23/20.

APPROVAL OF MINUTES**1. [20-00123 MINUTES OF CRA MEETING - 2/10/2020](#)**

A motion to approve was made by CRA Member Jerralds and seconded by CRA Member Terhaar.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jewel Cannada-Wynn, John Jerralds, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0	None

PRESENTATIONS

None

ACTION ITEMS**2. [20-00111 APPROVAL OF AGREEMENT FOR ADMINISTRATION OF THE RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA AND THE EMERALD COAST REGIONAL COUNCIL](#)**

Recommendation: That the Community Redevelopment Agency (CRA) approve an agreement for the administration of the Residential Property Improvement Program with the Emerald Coast Regional Council and authorize the CRA Chairperson to execute all necessary documents.

A motion to approve was made by CRA Member Cannada-Wynn and seconded by CRA Member Terhaar.

ACTION ITEMS (CONT'D.)

CRA Administrator Gibson responded accordingly to questions (related to Item 2, 20-00111) from CRA Member Cannada-Wynn regarding remaining funds for the program.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jewel Cannada-Wynn, John Jerralds, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0 None

3. [20-00124](#) EXTENSION OF PLAN SUBMISSION DEADLINE - 150 S. BAYLEN STREET

Recommendation: That the Community Redevelopment Agency (CRA) grant an extension of the deadline to submit plans for the redevelopment of the property at 150 South Baylen Street, by Studer Properties, LLP from February 29, 2020, to August 31, 2020. Further, that the CRA Chairperson be authorized to execute all necessary documents.

A motion to approve was made by CRA Member Terhaar and seconded by CRA Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jewel Cannada-Wynn, John Jerralds, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0 None

4. [20-00161](#) PENSACOLA SPORTS ASSOCIATION SECOND AMENDMENT TO LEASE AGREEMENT

Recommendation: That the Community Redevelopment Agency (CRA) approve a second amendment to the lease agreement with the Pensacola Sports Association (PSA) for the property located at 101 West Main Street to extend the lease for a period of three (3) years, terminating on October 31, 2026. Further, that the CRA Chairperson be authorized to execute all necessary documents.

A motion to approve was made by CRA Member Cannada-Wynn and seconded by CRA Member Terhaar.

ACTION ITEMS (CONT'D.)

The motion (to approve Item 4, 20-00161) carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jewel Cannada-Wynn, John Jerralds, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0 None

5. [20-00193 AWARD OF BID #20-039 DEVILLIERS STREET REVITALIZATION PHASE 1: FROM MAIN STREET TO GARDEN STREET](#)

Recommendation: That the Community Redevelopment Agency (CRA) award Bid #20-039 DeVilliers Street Revitalization Phase 1 to Roads, Inc. of NWF, the lowest and most responsible bidder with a base bid of \$961,029.35 plus additive alternates 1 and 7 totaling \$73,536.76 and a 10% contingency in the amount of \$103,456.61 for a total amount of \$1,138,022.72. Further, that CRA authorize the CRA Chairperson to execute the contract and take all actions necessary to complete the project.

A motion to approve was made by CRA Member Cannada-Wynn and seconded by CRA Member Terhaar.

CRA Administrator indicated **this item should not be considered at this time, due to the notice of intent to award the bid protest period is not expired until 4/27/20.**

Some discussion took place regarding the bid issue with City Attorney Woolf and Finance Director Lovoy responding accordingly to questions.

The above item was withdrawn at this time and is planned to come back for the CRA Board's approval.

CRA Administrator Gibson indicated they would like to move forward at this time and provide a presentation on the *DeVilliers Street Revitalization Project*. Without objection the presentation went forward.

David Haight, Project Manager with Atkins NA provided an overhead presentation of the scope of the project (on file with background materials) and responded accordingly to questions.

Public input was heard (telephonically) from the following individuals:

Zachary Lane

Carolyn Grawi

DISCUSSION ITEMS

None

OPEN FORUM

None

ADJOURNMENT

5:50 P.M.

Approved: _____

Prepared by City Clerk Staff/rmt



Memorandum

File #: 20-00226

Community Redevelopment Agency

5/26/2020

ACTION ITEM

SPONSOR: Jared Moore, Chairperson

SUBJECT:

AWARD OF BID #20-039 DEVILLIERS STREET REVITALIZATION PHASE 1: FROM MAIN STREET TO GARDEN STREET

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) award Bid #20-039 DeVilliers Street Revitalization Phase 1 to Roads, Inc. of NWF, the lowest and most responsible bidder with a base bid of \$961,029.35 plus additive alternates #1, #6, and #7 totaling \$73,536.76 and a 10% contingency in the amount of \$103,456.61 for a total amount of \$1,138,022.72. Further, that CRA authorize the CRA Chairperson to execute a contract and take all actions necessary to complete the project.

SUMMARY:

The scope of the project is to provide the first phase of streetscape enhancements to DeVilliers Street from Main Street to Garden Street. This project is an identified project of the City's adopted 2010 Urban Core Community Redevelopment Plan and is part of an ongoing community revitalization program designed to remove and prevent the return of blight, stabilize, strengthen and diversify the economy and preserve and enhance neighborhood livability.

The streetscape project designed by Atkins focuses on enhancing neighborhood connectivity, neighborhood aesthetics, and providing ADA improvements. The project construction to be completed by Roads, Inc., includes sidewalk, lighting, landscape, parking and traffic calming enhancements. Crosswalk striping will be addressed as separate item. Additive alternate numbers 1, 6 and 7 will provide the following enhancements: installation of traffic calming parking bulb outs (#1), enhanced ADA truncated dome detectable warnings (#6), and restoration of the original Belmont DeVilliers Commercial Core streetscape along DeVilliers Street from Wright Street to La Rua Street (#7). The second phase of this project, from Garden Street to Main Street, has been released for bid and is anticipated to be brought forward to the CRA for award of bid in the upcoming months.

PRIOR ACTION:

April 10, 2017 - CRA approved projects to be funded from the Fiscal Year 2017 CRA budget and requested that the City of Pensacola pursue financing options for those projects requiring financing.

April 10, 2017 - CRA approved the CRA Work Plan for Fiscal Year 2018 and the balance of Fiscal

Year 2017, including the DeVilliers (Revitalization) Streetscape project.

November 6, 2017 - The CRA adopted Supplemental Budget Resolution No. 2017-19 CRA, appropriating funding in connection with the Urban Core Redevelopment Revenue Bonds, Series 2017.

November 9, 2017 - City Council adopted Supplemental Budget Resolution No. 17-79, appropriating funding in connection with the Urban Core Redevelopment Bonds, Series 2017.

May 7, 2018 - CRA approved the CRA Work Plan, Project List, and Budgetary Allocation for Fiscal Year 2019 and the balance of Fiscal Year 2018, including the DeVilliers (Revitalization) Streetscape project.

November 5, 2018 - CRA adopted Supplemental Budget Resolution No. 2018-06 CRA, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

November 8, 2018 - City Council adopted Supplemental Budget Resolution No. 18-50, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

August 5, 2019 - CRA approved the CRA Work Plan for Fiscal Year 2020, including the DeVilliers (Revitalization) Streetscape project.

November 12, 2019 - CRA adopted Supplemental Budget Resolution No. 2019-08 CRA, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

November 14, 2019 - City Council adopted Supplemental Budget Resolution No. 19-61, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

April 20, 2020 - CRA received a presentation provided by Atkins for DeVilliers Street Revitalization Phase 1.

FUNDING:

Budget: \$ 2,980,704.00

Actual:	\$	961,029.35	Construction Contract
		73,536.76	Additive Alternatives #1, #6 & #7
		103,456.61	Contingency (10%)
		133,996.00	Light Fixtures
		81,481.00	Engineering Design/Permitting/Surveying
		63,366.44	Construction Administration/Inspections (Estimate)
		<u>1,563,837.83</u>	Balance Remaining for Phase 2 (Estimate)
		<u>\$ 2,980,704.00</u>	

FINANCIAL IMPACT:

The total budget for this project is \$2,980,704 and is funded within the Urban Core Series 2017 Bond

Fund. To date, \$444,270.81 has been expended or encumbered, leaving a balance of \$2,536,433.19. The remaining balance is sufficient to cover the full cost of Phase 1 and leaves a remaining balance of \$1,566,481.28 towards Phase 2.

CITY ATTORNEY REVIEW: Yes

5/8/2020

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 20-039
- 2) DeVilliers Phase 1 Bid Tab Review
- 3) Final Vendor Reference List, Bid No. 20-039
- 4) DeVilliers Streetscape Project Presentation
- 5) DeVilliers Streetscape Project - Crosswalk Striping List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 20-039
TITLE: DEVILLIERS STREET REVITALIZATION (PHASE 1)
FROM MAIN STREET TO GARDEN STREET

OPENING DATE: March 26, 2020	ROADS, INC.	J. MILLER	CHAUVERS
OPENING TIME: 10:00 A.M.	OF NWF	CONSTRUCTION,	CONSTRUCTION,
		INC.	INC.
DEPARTMENT: CRA/Engineering	Cantonment, FL	Pensacola, FL	Pensacola, FL

Base Bid	\$961,029.35	\$1,048,926.29	\$1,420,178.44
Alternate 1	\$7,441.81	\$35,841.60	\$47,251.40
Alternate 2	(\$12,974.91)	(\$39,000.00)	(\$24,375.00)
Alternate 3	(\$54,149.60)	(\$32,770.00)	(\$206,790.00)
Alternate 4	(\$11,087.07)	(\$9,386.70)	\$20,948.28
Alternate 5	(\$8,358.55)	(\$1,745.00)	(\$17,450.00)
Alternate 6	\$0.00	\$3,490.00	\$0.00
Alternate 7	\$66,094.95	\$70,260.00	\$98,240.00
Base Bid plus Alternates 1, 6, and 7	\$1,034,566.11	\$1,158,517.89	\$1,565,669.84
MWBE %	22.5%	25.1%	15.2%
Attended Pre-Bid	Yes	Yes	Yes

Cost Estimate		Devilliers phase I Bid tab.xlsx		ROADS INC.		J Miller		CHAVERS	
Bid Item #	Description	QTY	Unit	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	
1.00	Mobilization (includes permitting)	1	LS	\$ 46,265.11	\$ 46,265.11	\$ 162,564.09	\$ 162,564.09	\$ 171,410.00	
2.00	TRAFFIC CONTROL AND DETOUR SIGNAGE (FURNISH, INSTALL & MAINTAIN)	1	LS	\$ 15,304.05	\$ 15,304.05	\$ 42,000.00	\$ 42,000.00	\$ 31,250.00	
3.00	CLEARING AND GRUBBING/SAW CUTTING/MISCELLANEOUS ASPHALT REMOVAL	1	LS	\$ 5,589.31	\$ 5,589.31	\$ 38,500.00	\$ 38,500.00	\$ 24,375.00	
4.00	EROSION CONTROL (FURNISH, INSTALL & MAINTAIN)	1	LS	\$ 14,508.74	\$ 14,508.74	\$ 14,500.00	\$ 14,500.00	\$ 25,000.00	
5.00	REMOVAL AND DISPOSAL OF CONCRET	1	LS	\$ 19,296.42	\$ 19,296.42	\$ 10,000.00	\$ 10,000.00	\$ 22,221.25	
6.00	EARTHWORK (MINOR REGRADING/SHAPING/FILL/EXCAVATION)	1	LS	\$ 41,885.90	\$ 41,885.90	\$ 48,495.00	\$ 48,495.00	\$ 36,962.50	
7.00	SIDEWALK CONCRETE (4" THICK WITH TURNDOWN PAVER EDGE) (FURNISH & INSTALL)	2,260	SY	\$ 71.86	\$ 162,403.60	\$ 75.00	\$ 169,500.00	\$ 101.25	
8.00	SIDEWALK CONCRETE (6" THICK FOR DRIVEWAYS) (FURNISH & INSTALL)	671	SY	\$ 63.88	\$ 42,863.56	\$ 70.00	\$ 46,990.00	\$ 45,462.50	
9.00	12" CONCRETE RIBBON CURB (6" THICK) (FURNISH & INSTALL)	202	LF	\$ 26.81	\$ 5,375.22	\$ 30.00	\$ 6,060.00	\$ 31.25	
10.00	FDOT TYPE D CURB (FURNISH & INSTALL)	14	LF	\$ 42.58	\$ 596.12	\$ 40.00	\$ 560.00	\$ 37.50	
11.00	DETECTABLE WARNINGS PAVERS (CONCRETE PAVERS TRUNCATED DOME)(FURNISH & INSTALL)	349	SF	\$ 53.23	\$ 18,577.27	\$ 25.00	\$ 8,725.00	\$ 100.00	
12.00	60 MM CONCRETE PAVER SIDEWALK EDGE SOLDIER COURSE (2 SIDES AND DETAILS)	6,490	LF	\$ 19.69	\$ 127,788.10	\$ 6.00	\$ 38,940.00	\$ 22.50	
13.00	6" SOLID WHITE THERMOPLASTIC (FURNISH & INSTALL)	526	LF	\$ 2.66	\$ 1,399.16	\$ 3.60	\$ 1,893.60	\$ 7.06	
14.00	6" DOUBLE YELLOW INCLUDING RPM'S (FURNISH & INSTALL)	200	LF	\$ 5.99	\$ 1,198.00	\$ 4.80	\$ 960.00	\$ 14.56	
15.00	24" SOLID WHITE THERMOPLASTIC CROSSWALK (FURNISH & INSTALL)	628	LF	\$ 10.65	\$ 6,688.20	\$ 42.19	\$ 26,440.00	\$ 23,465.00	
16.00	24" WHITE STOP BAR THERMOPLASTIC (FURNISH & INSTALL)	111	LF	\$ 10.65	\$ 1,182.15	\$ 30.00	\$ 3,330.00	\$ 42.19	
17.00	12" CROSSWALK WHITE THERMOPLASTIC (FURNISH & INSTALL)	548	LF	\$ 5.32	\$ 2,915.36	\$ 15.00	\$ 8,220.00	\$ 14.00	
18.00	8" WHITE THERMOPLASTIC (FURNISH & INSTALL)	376	LF	\$ 3.99	\$ 1,500.24	\$ 12.00	\$ 4,512.00	\$ 18.75	
18a	CONFLICTING PAVEMENT MARKING REMOVAL (HYDROBLASTING)	1	LS	\$ 3,326.97	\$ 3,326.97	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	
19.00	SIGN RELOCATION	4	EA	\$ 166.35	\$ 665.40	\$ 300.00	\$ 1,200.00	\$ 500.00	
20.00	COMPASS ROSE EMBOSSING TEMPLATE & PERPENDICULAR BRICK (10% SURPLUS TEMPLATES) (FURNISH & INSTALL)	39	EA	\$ 332.69	\$ 12,974.91	\$ 1,000.00	\$ 39,000.00	\$ 625.00	
21.00	CAST IRON STREET NAME EMBEDDED IN SIDEWALK (INSTALL ONLY)	18	EA	\$ 199.62	\$ 3,593.16	\$ 500.00	\$ 9,000.00	\$ 125.00	
	TOTAL ROADWAY			\$ 535,896.87		\$ 678,769.69		\$ 864,249.72	
2.00	LANDSCAPE			\$ -					
1.00	STANDARD NATCHEZ CRAPE MYRTLE (FURNISH & INSTALL)	80	EA	\$ 699.99	\$ 55,999.20	\$ 450.00	\$ 36,000.00	\$ 770.00	
2.00	SUNSHINE LIGUSTRUM (FURNISH & INSTALL)	175	EA	\$ 27.61	\$ 4,831.75	\$ 35.00	\$ 6,125.00	\$ 37.00	
3.00	ASIAN JASMINE (FURNISH & INSTALL)	2,567	EA	\$ 6.59	\$ 16,865.53	\$ 10.00	\$ 25,670.00	\$ 8.16	
4.00	TREE REMOVAL	2	EA	\$ 465.78	\$ 931.56	\$ 1,100.00	\$ 2,200.00	\$ 770.00	
5.00	TREE PRUNING/VINE REMOVAL (UP TO 10 FEET ABOVE SIDEWALK & ALONG R/W)	1	LS	\$ 133.08	\$ 133.08	\$ 1,800.00	\$ 1,800.00	\$ 385.00	
6.00	MULCH - 3" DEPTH PINE STRAW (FURNISH & INSTALL)	1,322	SY	\$ 4.43	\$ 5,856.46	\$ 3.00	\$ 3,966.00	\$ 6.00	
7.00	MULCH - 1.5" DEPTH PINE STRAW (FURNISH & INSTALL)	1,322	SY	\$ 2.24	\$ 2,961.28	\$ 3.00	\$ 3,966.00	\$ 3.00	
8.00	1-YEAR MAINTENANCE	1	LS	\$ 4,391.59	\$ 4,391.59	\$ 18,500.00	\$ 18,500.00	\$ 23,465.00	
	TOTAL LANDSCAPE			\$ 92,021.45		\$ 98,227.00		\$ 121,175.72	
3.00	IRRIGATION								
1	IRRIGATION COMPLETE	1	LS	\$ 58,332.13	\$ 58,332.13	\$ 56,500.00	\$ 56,500.00	\$ 116,651.00	
	TOTAL IRRIGATION								
4.00	LIGHTING								
1.00	LIGHT POLE INSTALLATION INCLUDING FOUNDATION (FURNISH CONCRETE BASE & INSTALL)(LIGHT POLE TO BE PURCHASED BY CITY)	39	EA	\$ 3,326.97	\$ 129,751.83	\$ 3,363.00	\$ 131,157.00	\$ 3,850.00	
2.00	NEW PANEL BOARD WITH BREAKERS (FURNISH & INSTALL)	1	EA	\$ 4,258.52	\$ 4,258.52	\$ 1,800.00	\$ 1,800.00	\$ 4,928.00	
3.00	NEW SURGE SUPPRESSOR (FURNISH & INSTALL)	1	EA	\$ 1,330.79	\$ 1,330.79	\$ 1,000.00	\$ 1,000.00	\$ 1,540.00	
4.00	NEW CONTACTOR (FURNISH & INSTALL)	2	EA	\$ 598.86	\$ 1,197.72	\$ 2,300.00	\$ 4,600.00	\$ 1,386.00	
5.00	PANEL BOARD ENCLOSURE (FURNISH & INSTALL)	1	EA	\$ 12,376.33	\$ 12,376.33	\$ 8,510.00	\$ 8,510.00	\$ 14,322.00	
6.00	DIRECTIONAL BORE MOBILIZATION	1	EA	\$ 1,596.95	\$ 1,596.95	\$ 185.00	\$ 185.00	\$ 1,848.00	
7.00	DIRECTIONAL BORE (INSTALL)	500	LF	\$ 15.97	\$ 7,985.00	\$ 3.50	\$ 24,750.00	\$ 18.50	
8.00	TRENCH (INSTALL)	3,400	LF	\$ 6.85	\$ 23,610.00	\$ 7.70	\$ 26,180.00	\$ 26.80	
9.00	#6 WIRE (FURNISH & INSTALL)	273	CLF	\$ 286.12	\$ 78,110.76	\$ 1.20	\$ 327.60	\$ 331.00	
10.00	2" PVC (FURNISH & INSTALL)	3,900	L	\$ 3.99	\$ 15,561.00	\$ 8.00	\$ 31,200.00	\$ 4.65	
	TOTAL LIGHTING			\$ 274,778.90		\$ 215,429.60		\$ 318,102.00	
	TOTAL BASE BID			\$ 961,029.35		\$ 1,048,926.29		\$ 1,420,178.44	
ALTERNATE # 1 -	ISLAND ADDITIONS								
1.00	ISLANDS (INCLUDES SAWCUTTING, REMOVAL OF ASPHALT, BASE, 26.5 LF OF TYPE D CURB, ADDITION OF TOPSOIL, TEN (10) ASIAN JASMINE PER ISLAND, ONE (1) CRAPE MYRTLE PER ISLAND, MAINTENANCE OF TRAFFIC AND IRRIGATION)	5	EA	\$ 1,511.77	\$ 7,558.85	\$ 7,200.00	\$ 36,000.00	\$ 9,500.00	
2.00	6" SOLID WHITE THERMOPLASTIC (DEDUCT)	44	LF	\$ (2.66)	\$ (117.04)	\$ (3.60)	\$ (158.40)	\$ (5.65)	
	TOTAL ALTERNATE #1			\$ 7,441.81		\$ 35,841.60		\$ 47,251.40	
ALTERNATE # 2 -	COMPASS ROSE DEDUCT								
1.00	COMPASS ROSE EMBOSSING TEMPLATE & PERPENDICULAR BRICK (10% SURPLUS TEMPLATES) (FURNISH & INSTALL)	39	SY	\$ (332.69)	\$ (12,974.91)	\$ 1,000.00	\$ 39,000.00	\$ (625.00)	
	TOTAL ALTERNATE #2							\$ (24,375.00)	
ALTERNATE # 3 -	BRICK EDGE DEDUCT								
1.00	SIDEWALK CONCRETE (4" THICK) (FURNISH & INSTALL) (3000 PSI)	2,260	SY	\$ 45.24	\$ 102,242.40	\$ 60.50	\$ 136,730.00	\$ 58.50	
2.00	SIDEWALK CONCRETE (4" THICK WITH TURNDOWN PAVER EDGE) (3000 PSI)	2,260	SY	\$ (69.20)	\$ (156,392.00)	\$ (75.00)	\$ (169,500.00)	\$ (150.00)	
	TOTAL ALTERNATE #3			\$ (54,149.60)		\$ (32,770.00)		\$ (206,790.00)	
ALTERNATE # 4 -	ASIAN JASMINE DEDUCT								
1.00	PERFORMANCE TURF (FURNISH & INSTALL)	1,147	SY	\$ 4.92	\$ 5,643.24	\$ 6.90	\$ 7,914.30	\$ 6.00	
2.00	PREPARED SOIL LAYER, FINISH SOIL, 6" (FURNISH & INSTALL)	1,147	SY	\$ 8.81	\$ 10,105.07	\$ 5.00	\$ 5,735.00	\$ 3.00	
3.00	ASIAN JASMINE (DEDUCT)	2,567	EA	\$ (6.59)	\$ (16,916.53)	\$ (8.00)	\$ (20,536.00)	\$ (6.16)	
4.00	IRRIGATION COMPLETE (PARTIAL DEDUCT - ASIAN JASMINE AREA)	1	LS	\$ (9,918.85)	\$ (9,918.85)	\$ (2,500.00)	\$ (2,500.00)	\$ 26,438.00	
	TOTAL ALTERNATE #4			\$ (11,087.07)		\$ (9,386.70)		\$ 20,948.28	
ALTERNATE # 5 -	DETECTABLE WARNING PLASTIC OPTION								
1.00	DETECTABLE WARNINGS PLASTIC (FURNISH & INSTALL)	349	SF	\$ 29.28	\$ 10,218.72	\$ 15.00	\$ 5,235.00	\$ 50.00	
2.00	DETECTABLE WARNINGS TRUNCATED DOME CONCRETE PAVERS (DEDUCT)	349	SF	\$ (53.23)	\$ (18,577.27)	\$ (20.00)	\$ (6,980.00)	\$ (100.00)	
	TOTAL ALTERNATE #5			\$ (6,358.55)		\$ (1,745.00)		\$ (17,450.00)	
ALTERNATIVE # 6 -	DETECTABLE WARNING CAST IRON OPTION								
1.00	DETECTABLE WARNINGS SEGMENTAL CAST IRON TRUNCATED DOME) (FURNISH & INSTALL)	349	SF	\$ 53.23	\$ 18,577.27	\$ 30.00	\$ 10,470.00	\$ 100.00	
2.00	DETECTABLE WARNINGS TRUNCATED DOME CONCRETE PAVERS (DEDUCT)	349	SF	\$ (53.23)	\$ (18,577.27)	\$ (20.00)	\$ (6,980.00)	\$ (100.00)	
	TOTAL ALTERNATE #6			\$ -		\$ 3,490.00		\$ -	
ALTERNATIVE #7	WRIGHT ST TO LA RUA ST REPLACEMENT								
1.00	REMOVE AND REPLACE EXISTING 12" CONCRETE SIDEWALKS	300	LF	\$ 55.89	\$ 16,767.00	\$ 80.00	\$ 24,000.00	\$ 150.00	
2.00	REMOVE AND REPLACE BROKEN CURB AND GUTTER	60	LF	\$ 39.92	\$ 2,395.20	\$ 50.00	\$ 3,000.00	\$ 240.00	
3.00	RESET AND LEVEL PAVERS PER DETAIL	480	LF	\$ 46.58	\$ 22,358.40	\$ 12.00	\$ 5,760.00	\$ 18.00	
4.00	RESET AND LEVEL UTILITY BOXES	4	EA	\$ 365.97	\$ 1,463.88	\$ 150.00	\$ 600.00	\$ 300.00	
5.00	REMOVE AND REPLACE ADA RAMPS TO BRING INTO ADA COMPLIANCE	6	EA	\$ 865.02	\$ 5,190.12	\$ 4,000.00	\$ 24,000.00	\$ 3,000.00	
6.00	INSTALL/REPLACE TACTILE WARNING MATS	22	EA	\$ 239.54	\$ 5,269.88	\$ 250.00	\$ 5,500.00	\$ 300.00	
7.00	REPLACE 24' WIDE DRIVEWAY	1	EA	\$ 2,861.19	\$ 2,861.19	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	
8.00	REMOVE AND REPLACE CONCRETE IN ON STREET PARKING STALL	4	SY	\$ 85.17	\$ 340.68	\$ 100.00	\$ 400.00	\$ 500.00	
9.00	REPLACE TREE GRATE	4	EA	\$ 2,362.15	\$ 9,448.60	\$ 750.00	\$ 3,000.00	\$ 2,350.00	
	TOTAL ALTERNATE #7			\$ 66,094.95		\$ 70,260.00		\$ 98,240.00	

Opening Date: 03/26/20

Bid No.: 20-039

**FINAL VENDOR REFERENCE LIST
DEVILLIERS STREET REVITALIZATION (PHASE 1)
FROM MAIN STREET TO GARDEN STREET
CRA/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041140	CAMPBELL SAND & GRAVEL	930 CAMPBELL RD	CENTURY	FL	32535	
042045	CHIVERS CONSTRUCTION INC	1795 DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MANAGEMENT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y

Opening Date: 03/26/20

Bid No.: 20-039

**FINAL VENDOR REFERENCE LIST
DEVILLIERS STREET REVITALIZATION (PHASE 1)
FROM MAIN STREET TO GARDEN STREET
CRA/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
074700	NEENAH ENTERPRISES	2121 BROOKS AVE	NEENAH	WI	54956	
001823	NWF CONTRACTORS INC	P O BOX 1718	FT WALTON BCH	FL	32549	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 65

Pensacola
Community
Redevelopment
Agency (CRA)

“DeVilliers Street”

Sidewalks and Streetscape Project

222 W. Main Street
Pensacola, FL 32502

CRA-Planned Improvements for “DeVilliers Street”

The CRA will be constructing improvements to the “DeVilliers Street” corridor in accordance with the following CRA plans:

- Belmont - De Villiers Neighborhood Land Use Plan
- Westside Redevelopment Plan
- 2010 Urban Core Redevelopment Plan

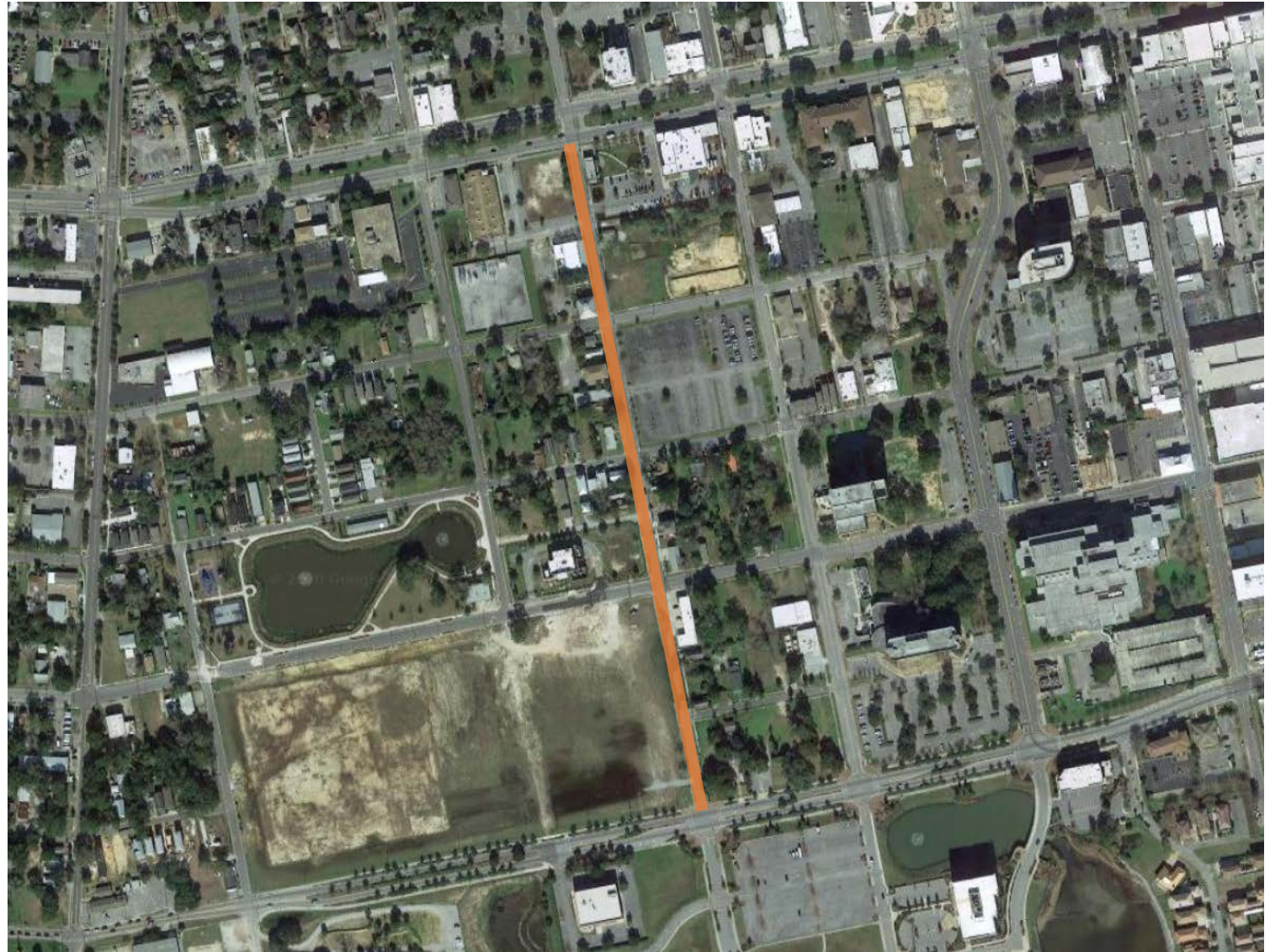
The improvements are designed to:

- Beautify and enhance the corridor streetscape
- Improve sidewalks and ADA accessibility
- Calm traffic flow
- Improve conditions for cyclists
- Improve north-south connectivity between CRA neighborhoods and the city waterfront

The map displays the Port of Los Angeles, with a red outline indicating the proposed new container terminal area. The map includes a detailed view of the port area, showing streets such as W Main St, W Government St, W Broadway St, W 1st St, W 2nd St, W 3rd St, W 4th St, W 5th St, W 6th St, W 7th St, W 8th St, W 9th St, W 10th St, W 11th St, W 12th St, W 13th St, W 14th St, W 15th St, W 16th St, W 17th St, W 18th St, W 19th St, W 20th St, W 21st St, W 22nd St, W 23rd St, W 24th St, W 25th St, W 26th St, W 27th St, W 28th St, W 29th St, W 30th St, W 31st St, W 32nd St, W 33rd St, W 34th St, W 35th St, W 36th St, W 37th St, W 38th St, W 39th St, W 40th St, W 41st St, W 42nd St, W 43rd St, W 44th St, W 45th St, W 46th St, W 47th St, W 48th St, W 49th St, W 50th St, W 51st St, W 52nd St, W 53rd St, W 54th St, W 55th St, W 56th St, W 57th St, W 58th St, W 59th St, W 60th St, W 61st St, W 62nd St, W 63rd St, W 64th St, W 65th St, W 66th St, W 67th St, W 68th St, W 69th St, W 70th St, W 71st St, W 72nd St, W 73rd St, W 74th St, W 75th St, W 76th St, W 77th St, W 78th St, W 79th St, W 80th St, W 81st St, 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3

“DeVilliers Street”
Phase I
Main Street to
Garden Street



“DeVilliers Street” Main Street to Garden Street Roadway Data

- 2-Lane Minor Street
- 0.37 +/- miles
- 50 foot right-of-way width
- 21 foot to 30 foot pavement widths
- 1 signalized intersection (Garden Street)
- Sidewalks on both sides (not continuous)



“DeVilliers Street” Main Street to Garden Street Public Outreach

- A public meeting on the three CRA streetscape projects was held in the Hagler-Mason Conference Room at 5:30 pm on Tuesday, March 19, 2019
- An additional public information meeting on the projects was held at the Belmont conference room on June 5, 2019

Devilliers Street Typical Sections				
	Block	Pavement	Curb	ROW
1	Main to Zarragossa	24.1	2.5	50.0
2	Zarragossa to Government	21.4	0.6	50.0
3	Government to Intendencia	29.9	0.4	50.0
4	Intendencia to Romana	30.0	1.9	50.0
5	Romana to Hilary	29.9	0.5	50.0
6	Hilary to Garden	30.6	0.3	50.0
7	Garden to Chase	28.3	1.9	50.0
8	Chase to Gregory	30.0	0.5	50.0
9	Gregory to Wright	30.0	0.5	50.0
10	Wright to Belmont	19.9	1.6	50.0
11	Belmont to La Rua	21.0	2.1	50.0
12	La Rua to Jackson	28.3	0.5	50.0
13	Jackson to Gadsen	24.0	2.2	50.0
14	Gadsen to Cervantes	24.5	1.6	50.0
		26.6	1.2	50.0

Design Constraints

- Street widths and rights-of-way widths vary considerably limiting sidewalks widths and planting space
- Curb types, widths, and profiles also vary
- In some locations the new paving is higher than the gutter
- Parking is permissible but not always used

W Main St
Pensacola, Florida



Street View - Mar 2015



Currently shown: Mar 2015

2009

2018

Along DeVilliers Street there are a variety of conditions. Here the right-of-way is approximately 50-feet wide, the street is approximately 30-feet back of curb to back of curb and there are two 12-foot travel lanes.

There are locations where no sidewalk exists (east side here) and where the sidewalk is not standard width or has cracked or is misaligned and does not meet ADA standards (west side).



Google

198 S De Villiers St
Pensacola, Florida

Google

Street View - May 2016

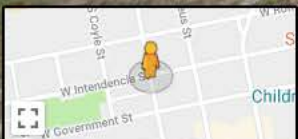


2007 • • • • • 2018

Prior to repaving nominal parking lanes were striped each side.

May 2016

In some cases a standard good quality sidewalk is alongside standard FDOT style curb and gutter (east side here) and in some cases a substandard width and condition sidewalk exists with little or no curb.



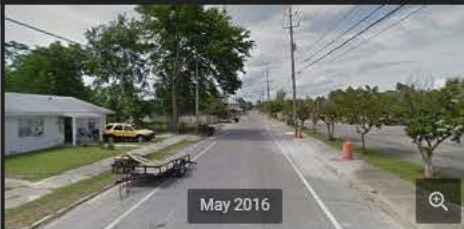
Google

143 S De Villiers St

Pensacola, Florida

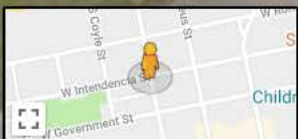
Google

Street View - Jun 2018



2007 2018

After repaving the parking lanes were not striped so parking here is informal and can occur on either side of the street.



Google

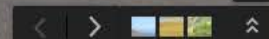


Image capture: Jun 2018 © 2019 Google United States Terms Report a problem

18 S De Villiers St

Pensacola, Florida



Street View - Jun 2018



2007

2018

In numerous locations vehicles are parked on the right-of-way grass or impeding access on the sidewalk. Enforcement of parking is required.

Google

18 S De Villiers St
Pensacola, Florida

Google

Street View - May 2016



Here, in the same location, cars are fully or partially parked on the street, however the striping no longer exists.

Google

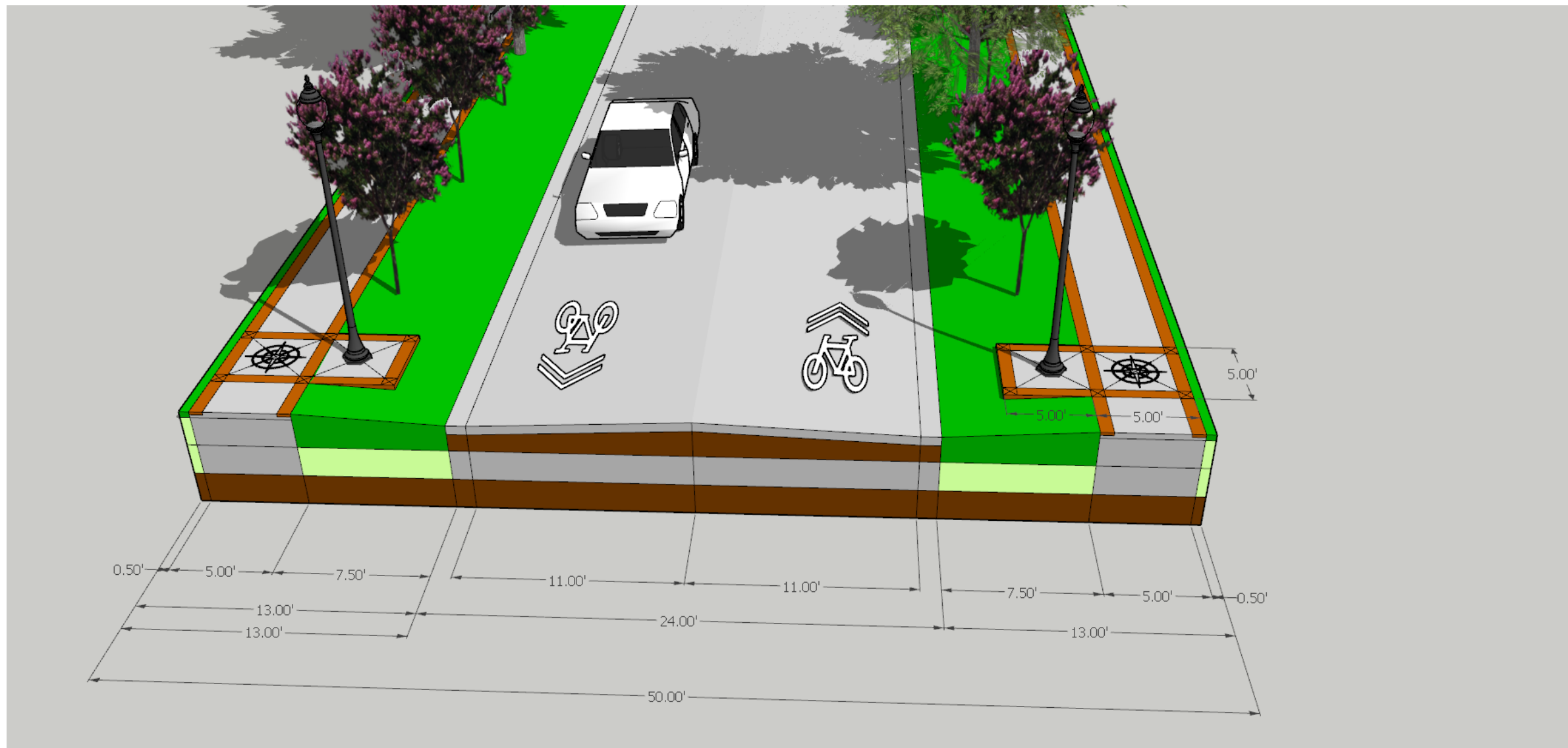
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Image capture: May 2016 © 2019 Google United States Terms Report a problem

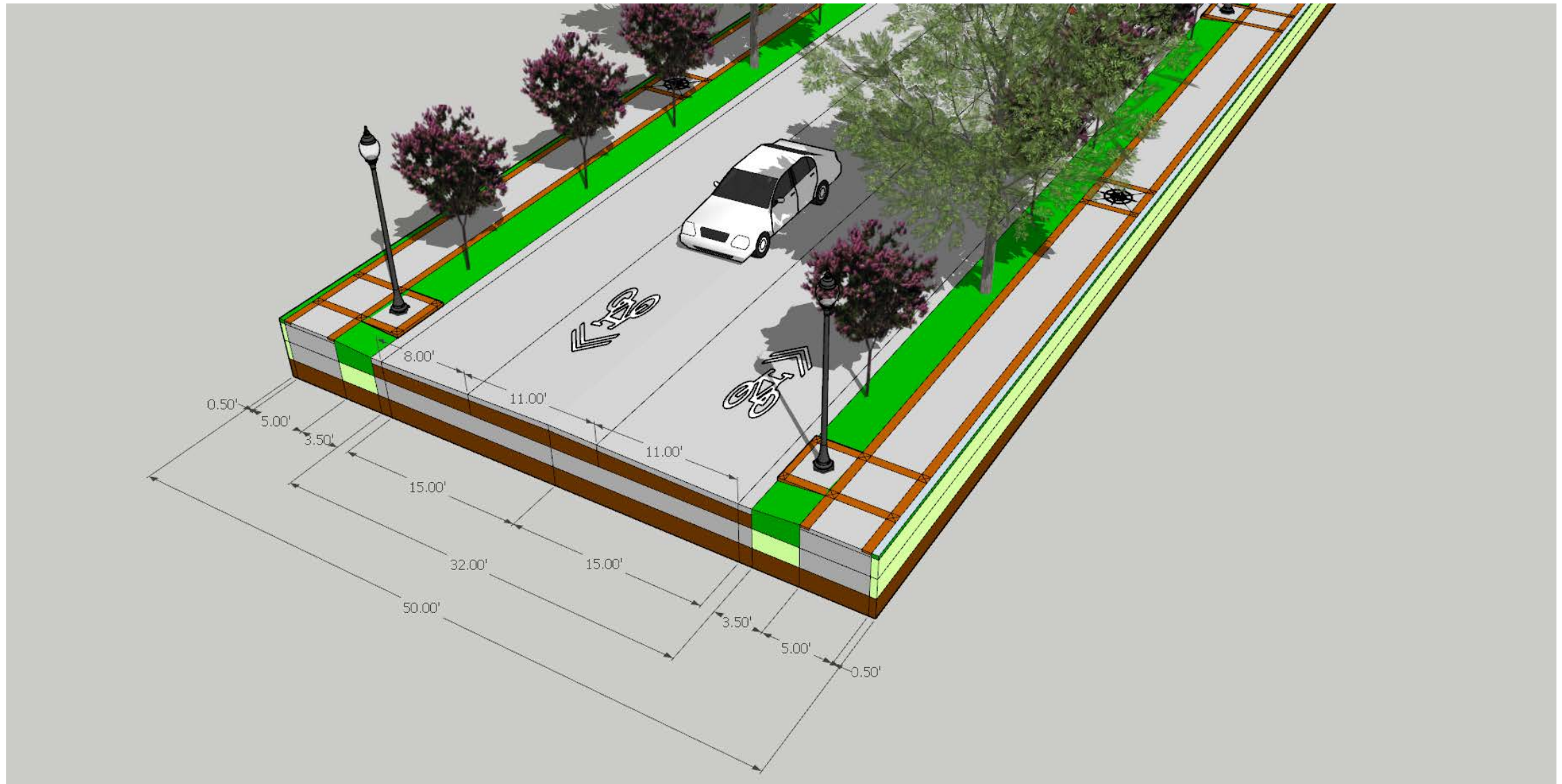
DeVilliers Street Narrow

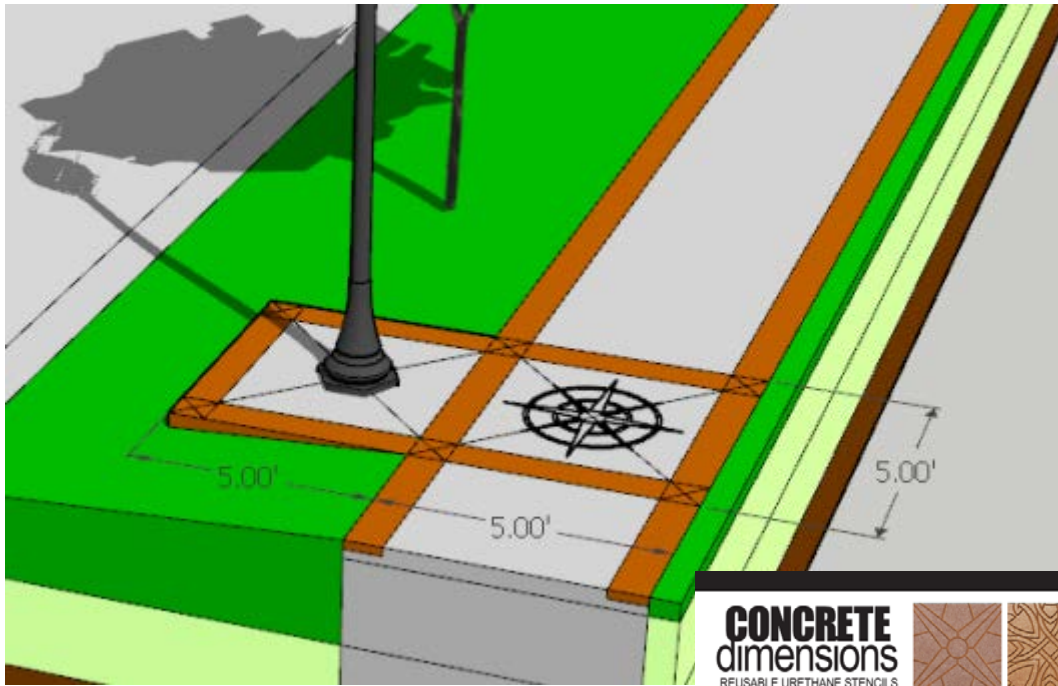
Agreed Upon Roadway Striping Reconfiguration – 2 Travel Lanes w/ Shared Lane Markings (Sharrows)



DeVilliers Street Wider Condition

Agreed Upon Roadway Striping Reconfiguration – 2 Travel Lanes w/On-street Parking



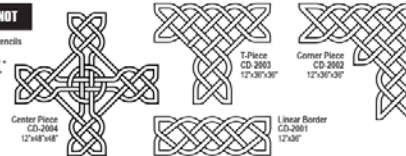


CONCRETE dimensions REUSABLE URETHANE STENCILS



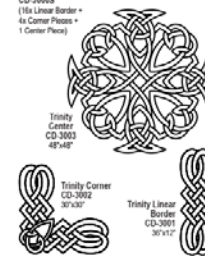
CELTIC KNOT

Basic Set, 21 Stencils
CD-2000S
(12) Linear Border +
4x Corner Pieces +
1x Center Piece

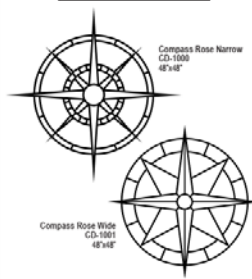


TRINITY

Basic Set, 21 Stencils
CD-3000S
(12) Linear Border +
4x Corner Pieces +
1x Center Piece

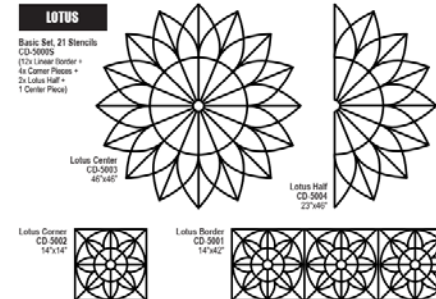


COMPASS ROSE



LOTUS

Basic Set, 21 Stencils
CD-5000S
(12) Linear Border +
4x Corner Pieces +
2x Lotus Half +
1 Center Piece

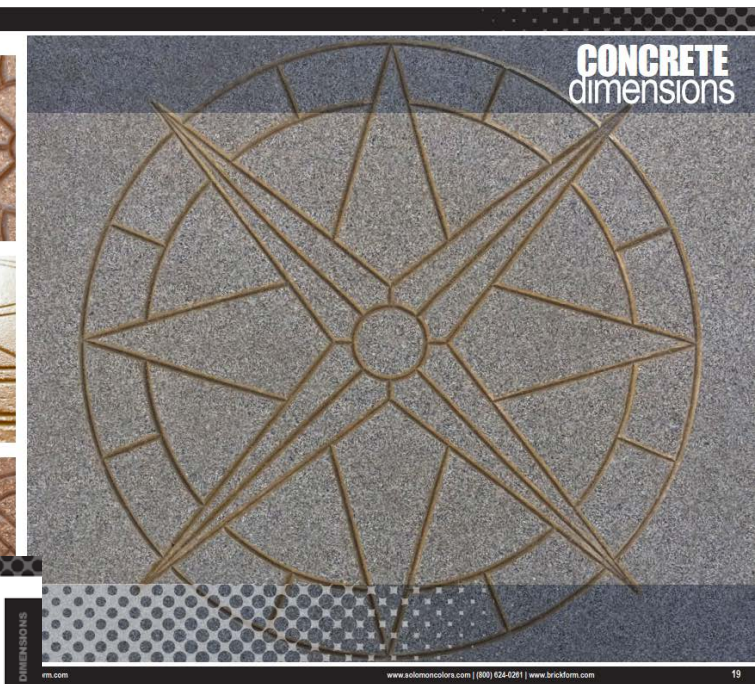


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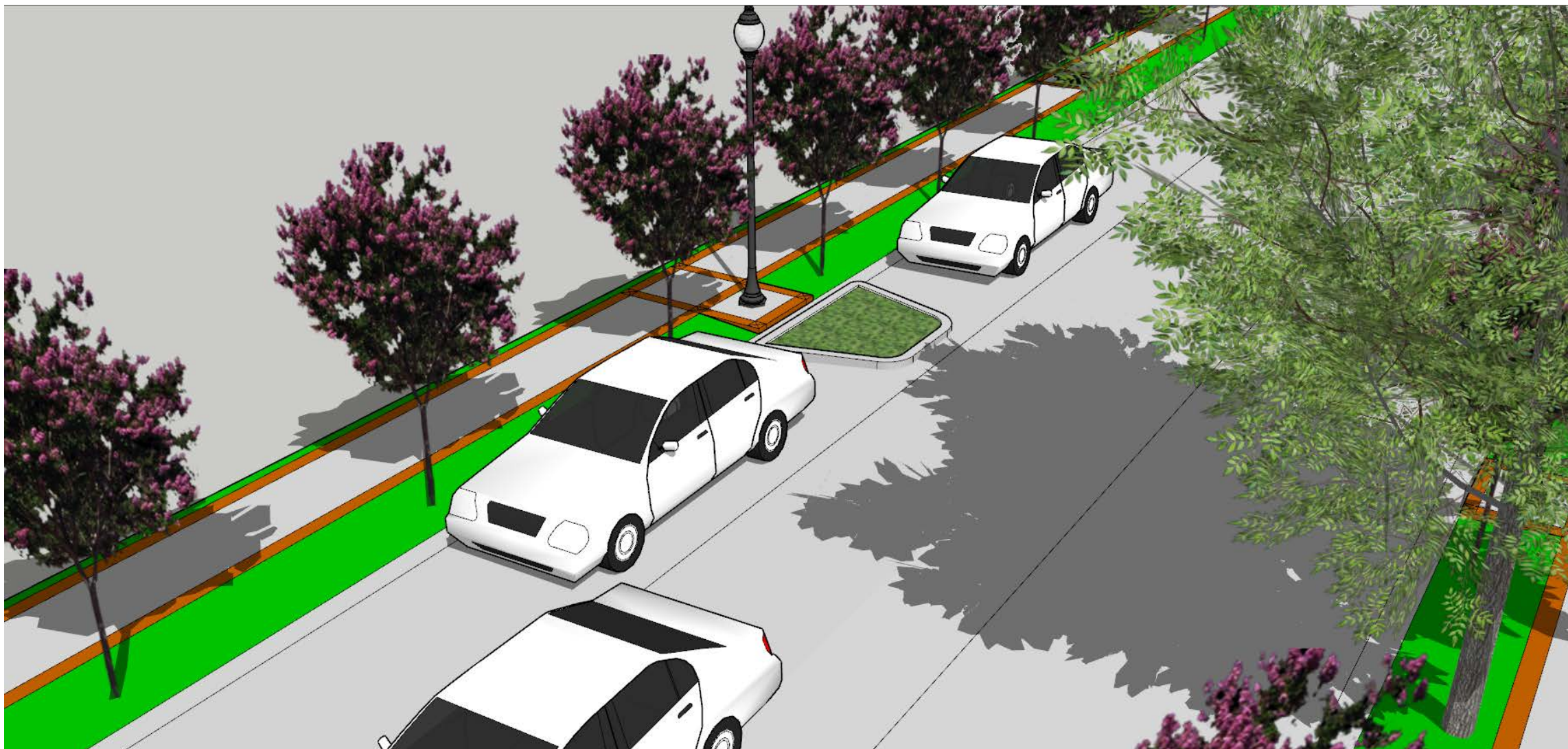
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DeVilliers Street Compass Rose Detail

DeVilliers Street Wider Condition

Agreed Upon Roadway Striping Reconfiguration – 2 Travel Lanes w/On-street Parking and Bumpouts



Roadway Striping Reconfiguration Rationale

- Improve safety for all users (motorists, cyclists, pedestrians) by reducing amount of “conflict points” with vehicles, cyclists and pedestrians
- Maximizes the limited right-of-way available without need to acquire more
- Better delineation between travel lanes and on-street parking lanes
 - Provides parking for those properties with little to no other parking options
- Not sufficient roadway width to include dedicated bike lanes or a cycling track to meet National Association of City Transportation Officials (NACTO) standards
- Enhanced pedestrian crossing delineation (increased safety)
- Installation of parking “bumpouts” will serve as traffic calming (increased safety)
- Adhere to the City’s quality of life / complete streets initiative
- Increase / stimulate economic success
- Maximizes new and additional improvements / benefits while considering available construction budget

**De Villiers Streetscape Project
Crosswalk Striping List
May 5, 2020**

Phase I:

De Villiers @ Main (crossings already exist)
De Villiers @ Zarragossa (new crossing across Zarragossa)
De Villiers @ Government (new crossings at all approaches)
De Villiers @ Intendencia (new crossings across Intendencia)
De Villiers @ Romana (new crossings across Romana)
De Villiers @ Garden (restripe existing crossings)

Phase II:

De Villiers @ Garden (restripe existing crossings)
De Villiers @ Chase (new crossings at all corners)
De Villiers @ Gregory (restripe existing crossings)
De Villiers @ Wright (new crossings across Wright and new crossing across south side of De Villiers)
De Villiers @ Belmont (crossings already exist)
De Villiers @ La Rua (new crossings across La Rua and new crossing across north side of De Villiers)
De Villiers @ Jackson (new crossings at all approaches)
De Villiers @ Gadsden (new crossings across Gadsden)
De Villiers @ Cervantes restripe existing crossings)



Memorandum

File #: 20-00261

Community Redevelopment Agency 5/26/2020

ACTION ITEM

SPONSOR: Jared Moore, Chairperson

SUBJECT:

INTERLOCAL AGREEMENT FOR DOWNTOWN PARKING MANAGEMENT - CRA/DIB

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) provide notice to terminate the November 29, 2007, Interlocal Agreement, as amended, between the CRA and the Pensacola Downtown Improvement Board for the management of downtown parking facilities. Further, that CRA authorize the CRA Chairperson to take all appropriate measures to coordinate with the City to resume the City's responsibility for parking regulation and enforcement.

SUMMARY:

On November 29, 2007, the City and the Community Redevelopment Agency (CRA) entered into an Interlocal Agreement with the Pensacola Downtown Improvement Board (DIB) for the creation of a comprehensive downtown parking strategy for the centralized and efficient management of downtown parking facilities. As referenced in Section 15. B. of the Interlocal Agreement with the CRA, after the fifth annual anniversary of the initial term of the Interlocal Agreement, the CRA may upon the affirmative vote of City Council, terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the DIB. An item recommending that City Council provide notice to terminate the Agreement and resume parking management by the City will be presented to City Council during its May 28, 2020 meeting.

The Parking Management District (PMD) historically managed 6,300 total spaces, with 4,500 of those spaces within the downtown core with private spaces totaling roughly 14,700. Boundary changes to the managed area reduced parking by 2,400 to a revised total of 3,900 within the downtown core. The PMD managed area includes the area bounded on the westernmost side of DeVilliers St., on the north by the northernmost side of Wright St. and the CSX Railroad tracks, on the east by the easternmost side of Ninth Ave., and on the south by the shoreline of Pensacola Bay.

The Downtown Improvement Board (DIB) cannot enforce or regulate parking activities and enforcement outside the established district. The Mayor with City Council and CRA approval would like to expand the PMD boundaries to match those boundaries of the City of Pensacola and bring the PMD under City management effective October 1, 2020. It is anticipated that taking this action will be budget neutral to the City and CRA.

PRIOR ACTION:

November 29, 2007 - The CRA entered into an interlocal agreement with the Pensacola Downtown Improvement Board to provide centralized and efficient management of downtown parking facilities.

December 13, 2007 - City Council approved Proposed Ordinance No 53-07, amending the City Code of Ordinance Chapter 11-2 to legally ground the terms of the Agreement assigning responsibility for administering and enforcing parking regulations in the Downtown Parking Management District to the Downtown Improvement Board.

January 11, 2016 - The CRA approved an amendment to the November 29, 2007, Interlocal Agreement between the CRA and the Pensacola Downtown Improvement Board to remove 120 West Government Street from the Parking Facilities and Parking Management District in the Interlocal Agreement.

May 8, 2017 - The CRA approved an amendment to the November 29, 2007, Interlocal Agreement between the CRA and the Pensacola Downtown Improvement Board to remove 150 South Baylen Street from the Parking Facilities and Parking Management District in the Interlocal Agreement.

FUNDING:

N/A

FINANCIAL IMPACT:

The City will be responsible of all parking revenues as well as responsible for the payment of all expenses associated with the parking function.

CITY ATTORNEY REVIEW: Yes

5/15/2020

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development

M. Helen Gibson, AICP, CRA Administrator

Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Interlocal Agreement between the CRA and DIB

PRESENTATION: No

**INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PENSACOLA, FLORIDA,
AND THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD
FOR THE CREATION OF A COMPREHENSIVE DOWNTOWN
PARKING STRATEGY FOR CENTRALIZED AND EFFICIENT
MANAGEMENT OF DOWNTOWN PARKING FACILITIES**

This Interlocal Agreement (hereinafter referred to as "Agreement") is made and entered into the 27 day of November, 2007, by and between the **Community Redevelopment Agency of the City of Pensacola, Florida**, a public body corporate and politic of the State of Florida, with administrative offices at 180 Governmental Center, Pensacola, Florida, 32502 (hereinafter referred to as "CRA"), and the **Pensacola Downtown Improvement Board** of Pensacola, Florida, a public body corporate and politic, (hereinafter referred to as "DIB"), with an administrative address of 41 North Jefferson Street, Suite 401, Pensacola, Florida, 32502. (Each at times referred to as "Party" or collectively as "Parties.")

WITNESSETH

WHEREAS, the Parties, as governmental units of the State of Florida, have legal authority to perform within their respective jurisdictions certain public works, including the efficient management and enhancement of public Parking Facilities in Downtown Pensacola, Florida; and

WHEREAS, the CRA and the DIB, as provided by Section 163.01, Florida Statutes, et seq., the Florida Interlocal Cooperation Act of 1969, may enter into interlocal agreements and thereby cooperatively utilize their powers and financial resources in the most efficient manner possible and on the basis of mutual advantage to both Parties to carry out such projects; and

WHEREAS, in 1989, the City Council of the City of Pensacola, sitting as the CRA, provided in the redevelopment objectives within the Revised Community Redevelopment Plan for the Urban Core Community Redevelopment Area for a comprehensive parking management policy for the Redevelopment Area, particularly the Downtown core area; and

WHEREAS, under the Transportation, Circulation, and Parking Redevelopment Objective, the CRA would work with other entities

to see that the necessary public parking demands of Downtown Pensacola are successfully met; and

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, the existing inefficient disorganized parking situation in Downtown Pensacola is an obstacle to the successful accomplishment of the statutorily mandated goals of both the DIB and the CRA; and

WHEREAS, to remedy this obstacle, the DIB has undertaken a study of Parking Facilities, including demand, availability, enforcement, revenue, and costs for the Downtown area of Pensacola, Florida; and

WHEREAS, the results of said study demonstrate that parking in the Downtown area can be significantly improved through a centralized management structure; and

WHEREAS, given that fact, the Parties desire to establish the terms as set out herein under which the DIB shall assume managerial responsibility and authority for all aspects CRA Parking Facilities located in the Downtown area.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of their mutual covenants, terms, and conditions hereinafter expressed, the Parties hereto agree as follows:

1. **RECITATIONS TRUE:** The Parties acknowledge and agree that the aforesaid recitations are true and correct and accurately represent the context in which this Agreement is made.

2. **PARKING MANAGEMENT DISTRICT:** As provided by separate Interlocal Agreement with the City, a Parking Management District in Downtown Pensacola, Florida, has been created encompassing the area set out in Exhibit "A", which is attached hereto and incorporated by reference herein and which shall be hereinafter referred to as the "Parking Management District" in this Agreement. All Parking Facilities located within said

Parking Management District shall be hereinafter referred to as the "Parking Facilities".

3. **SUBJECT PARKING FACILITIES:**

A. The Parking Facilities subject to the terms of this Agreement shall be all parking lots and garages and all Parking Facilities, but only to the extent available for use by the general public, owned, or managed, by the CRA, including those developed jointly with the City of Pensacola (hereinafter referred to as "City") or the County or other public or private third Parties, in the Parking Management District, existing as of the date hereof, or hereafter created and located in an area bounded on the west by the westernmost side of DeVillers Street, on the north by the northernmost side of Wright Street and the CSX railroad tracks, on the east by the easternmost side of Ninth Avenue, and on the south by the southernmost shoreline of Pensacola Bay. The following Parking Facilities shall not be subject to the terms of this Agreement:

1. William Bartram Memorial Park Parking Lot.
2. Plaza DeLuna Parking Lot.
3. Old City Fire Station #1 Parking Lot.
4. Pensacola Public Library Parking Lot.
5. City of Pensacola Housing Department Parking Lot.
6. City Hall Non-Metered Parking Lot.
7. Port of Pensacola City Employee Parking Lot.
8. Pensacola Sports Association Parking Lot.

B. The Parties from time to time upon their mutual consent may increase or decrease by amendment the Parking Facilities which are subject to this Agreement. The CRA shall have the absolute right upon thirty (30) days written notice to the DIB to remove the following Parking Facilities from the terms of this Agreement for the purpose of redeveloping the property occupied by such facilities:

- 1) All areas south of Pine Street.
- 2) Commendencia Street Public and Leased Lot.
- 3) Port of Pensacola Parking Lot
- 4) North Palafox Street Parking Lot

4. **TRANSFER OF MANAGEMENT:** Beginning on the date hereof, the Parties shall work cooperatively with one another to smoothly transfer the authority and responsibility for management of the subject Parking Facilities from the CRA to the DIB, and the DIB shall fully assume such authority and responsibility.

5. **TRANSITION COMPLETION DATE:** It is intended that said transition to DIB management shall be substantially accomplished on or about December 31, 2007.

6. **DIB RESPONSIBILITIES:** Commencing on or about January 1, 2008 (the "Transition Date"), the DIB shall manage CRA Parking Facilities subject to the following terms and conditions of this Agreement:

A. *Equipment.* The DIB shall have authority and responsibility for selecting, changing, financing, installing, maintaining, and operating parking control or security equipment and enforcement technologies for Parking Facilities within the Parking Management District.

B. *Planning / Rates / Procedures.* The DIB shall have authority and responsibility for all parking planning, modification, and implementation within the Parking Management District, including parking and loading configurations, parking times and schedules, parking rates, time-restricted free parking, security, maintenance, location of future public Parking Facilities, use of off-street public Parking Facilities for special events, special event parking rates, and parking marketing to encourage use of the Parking Facilities and Downtown Pensacola.

- (1) Upon approval of this Agreement, the DIB Parking and Traffic Committee shall be immediately expanded to include at least one voting member

representing the City and the CRA such member to be designated by the City Manager.

- (2) Before the enactment of any parking rate increase or charge of any type or kind, other than increases related to special event rates, the DIB Parking and Traffic Committee shall consider and recommend the rate change to the DIB. DIB shall then conduct a public hearing, and after such hearing said increase shall be subject to the approval of the DIB by majority vote plus one additional vote.
- (3) Any changes undertaken to curbside parking, loading zones, parking reconfiguration, taxi stands, handicapped parking placement, or other physical modifications of Parking Facilities within the Parking Management District shall be in compliance with all applicable governmental regulations, including City regulations and the Federal Accessibility Board Guidelines relating to Americans with Disabilities Act (ADA) compliance.
- (4) The DIB yearly shall forward recommended revisions of the City's fine and penalties amount schedule for parking related violations from its Parking and Traffic Committee to the City Council for proposed action.

C. *Signage.* The DIB shall have the authority and responsibility to select, site, and install parking, directional, parking informational, parking branding, parking promotional, and way-finding signage within the Parking Management District, so long as such signage conforms with all applicable governmental regulations, including City ordinances and regulations.

D. *Personnel.* The DIB shall have the authority and responsibility to employ personnel and or contract with third Parties to perform management activities under this Agreement in the Parking Management District. All personnel and contractors shall comply with applicable City ordinances and state laws and regulations. The DIB shall also employ a full-time parking manager and such other personnel as it deems appropriate to oversee the Parking Management District. All overhead or operating expenses

related to such employees, personnel, and contractors shall be charges against the parking enterprise fund described below.

E. Parking Enforcement. As permitted under state law, the DIB will be authorized by the City to employ third Party contractors to provide personnel that meet all state statutory and City ordinance requirements for the carrying out of parking enforcement duties on CRA-owned or managed properties, including for loading zone, taxi zone, and handicapped parking violations. All costs associated with the selection, employment, and supervision of said third Party contractors may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

F. Cleaning and Maintenance. The DIB will be responsible for providing litter control, cleaning, and day-to-day maintenance services in the off-street Parking Facilities covered under this Agreement. Such activities may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

G. Security. The DIB will be responsible for the development and implementation of a Parking Management District security plan for the off-street parking covered under this Agreement. This plan shall be subject to the approval of the City Manager. Such activities may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

H. ADA Compliance. The Parties recognize and agree that certain special events such as festivals, concerts, and other public functions must provide accessible Parking Facilities for disabled citizens. Subject to Section 5.B.(3), the DIB shall be responsible for such Parking Facilities on behalf of the City and CRA as required by the Americans with Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. The DIB shall regularly consult with and receive approval of the City ADA Coordinator to ensure compliance with all applicable regulations and city policies governing accessible Parking Facilities. Such activities may, within the DIB's sole discretion, be an authorized expense paid from the Fund.

I. Each year the DIB shall prepare a written and thorough annual report to the CRA including the following:

- a) A status report on the state of the Parking Facilities;
- b) a statement of significant changes in the Parking Facilities since the prior annual report;
- c) a report on the detectable trends in use of the Parking Facilities since the prior annual report;
- d) a statement of projected changes in the Parking Facilities for the upcoming year;
- e) a statement of all new costs or expenditures incurred by the DIB hereunder since the prior annual report; and
- f) such other information as the CRA may reasonably request in writing to be included in subsequent annual reports.

7. PARKING ENTERPRISE FUND CREATION: Pursuant to a separate Interlocal Agreement with the City a parking enterprise fund has been created (hereinafter referred to as the "Fund").

8. FUND OPERATION: The Fund, including those activities as further managed by the DIB subject to the terms and conditions of this Agreement.

A. The Fund shall be separately maintained by the DIB, and not commingled with any other accounts of the City, the CRA, or of the DIB. All revenues derived by the CRA or the DIB from the Parking Facilities within the Parking Management District shall be promptly deposited to and reported as revenue of the Fund, including but not limited to parking rental payments, parking fines collected, funds from parking citations, parking meter collections, penalty enforcement revenue, penalties and interest for late payments, interest earned from the Fund itself, pay and display receipts, pay-station receipts, hourly charges for the use of parking garages or surface lots, special event parking receipts, franchise fees, promotional fees, monthly lease payments, validation receipts, advertising revenue, insurance recoveries, public

or private grant funds received for the Parking Facilities, bond revenue, or other financing proceeds for Parking Facilities, proceeds from any sale, lease, liquidation, or other conversion of Parking Facilities, and all other revenue or income derived from or attributable to the Parking Facilities in the Parking Management District. The City itself or on behalf of the CRA may inspect the books of the Fund at any time during normal business hours in the offices of the DIB with reasonable notice given in advance to the DIB.

B. All direct expenses incurred by the DIB or by the CRA in connection with performance of this Agreement shall be paid solely from the Fund.

C. The Fund and all of its net revenue shall be totally earmarked, expended, and restricted for use in performance of the Parties' obligations hereunder.

D. Each fiscal year the DIB shall prepare and submit to the City Council, along with its annual DIB budget, a budget for the Parking Management District and Parking Facilities. In addition, the DIB shall include in its regular annual audit, an audit of the Fund reflecting such details as the CRA and DIB auditor may mutually determine to be reasonable.

9. **FUND MANAGEMENT:** The DIB shall manage the Fund and begin depositing all related revenues into on the Transition Date.

A. The DIB and CRA will work cooperatively with each other to collect all payments, inclusive of fines, interest, and penalties from parking fines and citations in the same manner as currently collected by the CRA or the City and shall daily deposit such funds into the Fund. Within five (5) business days of the end of each calendar month, each party shall provide an accounting to the other party, including such information as the other party reasonably requests, including a detailed listing of outstanding citations, citations paid, the amounts paid, and the dates paid.

B. No offsets, forgiveness, reductions, abatements, or withdrawal of fines assessed, or parking citations issued will occur except by rulings of the courts having such authority and jurisdiction over such matters, or by the DIB

Traffic & Parking Committee, or other committee formed by the DIB and charged with administering fines or citations.

C. The Fund and revenues related thereto may be pledged by the DIB to procure financing for capital expenditures or other projects related to CRA Parking Facilities within the Parking Management District provided that: (i) the capital expenditure or project must be located within the Parking Management District; (ii) the capital expenditure or project must be exclusively for the performance of the parties' obligations hereunder, and (iii) the capital expenditure or project must be approved by both the CRA and the DIB. All costs or expenses related to procuring such financing shall be paid from the Fund.

10. **JEFFERSON STREET PARKING GARAGE:** The Jefferson Street Parking Garage is owned by the City but managed by the CRA. Prior to November 30, 2007, the DIB may engage an engineering firm acceptable to the DIB and the City, having significant experience in designing, altering, or retrofitting public parking garages to evaluate the structural condition of the Jefferson Street parking garage and to suggest corrective actions for any structural or other deficiencies found. The City shall advance the costs of such study and such advance shall be repaid to the City from the Fund in accordance with the annual budget for the Fund.

A. During such time as such engineering studies are being conducted, the DIB shall have responsibility for maintenance, security, management, and operation of the Jefferson Street parking garage and shall deposit all receipts and revenues generated from such operation to the Fund as provided in Section 8 above. Upon completion of the engineering studies the DIB and the CRA on behalf of the City shall jointly determine if, when, and how the Jefferson Street parking garage will be restored. Any and all costs incurred in the restoration shall be paid by the City or the CRA, which shall be repaid from the Fund in accordance with the annual budget for the Fund. Failure by the Parties to reach agreement on restoration within one hundred and eighty (180) days after completion of such engineering studies shall result in the garage being excluded from this Agreement as a Parking Facility.

B. In overseeing this facility, the DIB shall exclusively provide for the operation, maintenance, and security of the garage's elevators. In addition, the two

waste dumpster enclosures at the garage shall be maintained by the DIB and a protocol for their use by adjacent businesses shall be established by the DIB in its reasonable discretion.

C. In the event that the City or CRA elects to redevelop the Jefferson Street parking garage property during the term of this Agreement, investments from the Fund made into the existing garage facility by the Fund shall be reasonably compensated by the City or CRA from City or CRA monies.

11. **EQUIPMENT AND SUPPLY INVENTORY:** On or before October 1, 2007, CRA will provide to the DIB a complete detailed inventory of all CRA parking control or revenue equipment, parking meters, parking signage, parking directions or instructions signage, signage hardware, parking maintenance, surface sealing, painting, and striping equipment, tools, and supplies, which are in its possession, together with an itemization of the type, amount, working condition, and inventory control numbers, if any, of each item or part located in the CRA's warehouses or storage.

A. For a period of three (3) years from the date of this Agreement, or until such time as the DIB is able to provide secure storage, whichever occurs first, the DIB may house and store at the DIB's sole risk such inventory on City or CRA property at no additional cost or charge to the DIB or the Fund.

B. The DIB shall have exclusive use of the storage space located under the first floor ramp of the Jefferson Street parking garage throughout the duration of this Agreement.

C. Provided, however, that the DIB assumes the full risk of and liability for such items stored in the Jefferson Street Parking Garage or at any other City or CRA warehouse or storage area and hereby acknowledges that neither the City nor the CRA bears any responsibility for an item lost, broken, stolen, destroyed, or otherwise damaged or misplaced as the result of the DIB using such storage space. In addition, the DIB accepts this storage space "as is" and shall be responsible for any improvements made to any storage area. The DIB shall be responsible for obtaining contents insurance coverages for its equipment and supply inventory.

12. **ASSIGNMENT AND ASSUMPTION OF PARKING CONTRACTS:** On or before November 1, 2007, the CRA and the City shall provide to the DIB a detailed list of all contracts between themselves and third Parties for the operation, management, leasing, rental, meter collection, security and/or maintenance of Parking Facilities (hereinafter referred to as "Contracts"), together with such other applicable information as may be reasonably requested by the DIB, including but not limited to termination dates, charges or fees imposed or collected, operating expenses, renewal options, deposits held or paid, and any other information as may be reasonably required to enable the DIB to assume responsibility for such Contracts. Upon request, the City and the CRA shall also provide the DIB with copies of any such Contracts.

On or before December 31, 2007, the City or the CRA shall assign to the DIB, and the DIB shall assume and accept responsibility for all Contracts.

13. **FISCAL MATTERS:** On or before November 1, 2007, the City and the CRA shall provide to the DIB a detailed statement of account and other financial information reasonably requested, reflecting the income and expense experienced by them in the management of their Parking Facilities for the most recent fiscal year and through the most recent date such information is available.

14. **INSURANCE:** The City shall continue to maintain casualty insurance with respect to the Parking Facilities at its expense, which shall not be a charge against the Fund, in such amounts and with such carriers as the City may from time to time determine. Any and all casualty insurance proceeds shall be paid to the Fund. The following insurance coverages shall be required for this Agreement:

A. Before starting and until termination of this Agreement, the DIB shall procure and maintain insurance of the types and to the limits specified.

The term "City" as used in this section of the Agreement is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, including the Community Redevelopment Agency, their elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's and the CRA's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

B. DIB and the City understand and agree that the minimum limits and type of insurance herein required may become inadequate, and DIB agrees that it will increase such coverage or Limits of Liability to commercially reasonable levels within ninety (90) days upon receipt of notice in writing from the City.

1. WORKER'S COMPENSATION

The DIB shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE, GARAGE KEEPERS LIABILITY AND UMBRELLA LIABILITY COVERAGES

The DIB shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The minimum limits for Garagekeeper's Legal Liability Insurance Coverage shall be \$500,000 each occurrence, \$1,000,000 aggregate. The City and the CRA must be listed as an additional insured.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and

completed operations, contractual liability, and independent contractors. The coverage shall be written on occurrence-type basis. Fire Legal Liability coverage with minimum limits of \$100,000 per occurrence must be endorsed on to this coverage.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles.

Garagekeeper's Legal Liability Insurance coverage must be provided on a comprehensive basis for property damage to any auto.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

3. CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance that provide that each party shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola and the CRA shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required, each party shall furnish copies of such party's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. Each party shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to the other party and shall file with the other party Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the other party,

the DIB shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, and Post Office Box 12910, Pensacola, FL 32521.

4. INSURANCE OF THE DIB PRIMARY

The DIB required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the DIB's coverage. The DIB's policies of coverage will be considered primary as relates to all provisions of the Agreement.

C. LOSS CONTROL AND SAFETY

The DIB shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the DIB shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the DIB for the protection of all persons, including employees, and property. The DIB shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

15. TERM/TERMINATION:

- A. This Agreement shall remain in place until terminated.
- B. Notwithstanding paragraph (A) above, at any time after the fifth anniversary of the Agreement's effective date set out in Section 16.B., the Agreement shall be brought back to the City Council for review or modification, or at which time the CRA may, upon the affirmative vote of City Council, terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the DIB.
- C. This Agreement may be terminated at any time by mutual agreement of the parties.

- D. In addition, either party may terminate this Agreement upon ninety (90) days advance written notice to the other, if such noticed party has committed a material breach of the terms hereof provided such noticed party has not within such ninety (90) days undertaken reasonable measures (within the reasonable discretion of the notifying party) to cure such breach, provided such noticed party thereafter diligently pursues completion of such measures.
- E. Upon any expiration or termination of this Agreement, (i) except in the case of termination by the CRA under Paragraph D above based on DIB's default, the CRA shall reimburse to DIB any and all documented expenditures incurred by DIB hereunder which have not been previously reimbursed to DIB from the Fund, together with interest thereon, from the dates incurred until paid, at the Federal Funds Rate (currently 4.71%) as promulgated by the U.S. Government, as of the dates incurred until paid; (ii) the CRA shall assume, pay, and discharge in full all obligations of the DIB under then existing contracts, leases, financing facilities, employment agreements, service agreements, maintenance agreements, professional service agreements, employee benefits arrangements, and any and all other obligations or commitments made, entered into, or agreed to or binding upon DIB, or for which it has become liable in connection with its performance hereunder, and shall to the extent permitted by law, and only after written notice to CRA, indemnify, defend, and hold DIB, and its board members, officers, employees, and agents harmless from and against the same; and (iii) the Fund, the Parking Facilities, and all revenues and expenses incident thereto, and the control and obligations thereof shall revert to the CRA.

16. **MISCELLANEOUS:** This Agreement shall also be governed by the following provisions:

- A. *Choice of Law.* This Agreement shall be construed under and in accordance with the laws of Florida and the

Parties stipulate that venue shall be in Pensacola, Florida for any matter which is the subject of this Agreement.

B. Effective Date. This Agreement shall become effective when filed in the office of Clerk of the Circuit Court of Escambia County, Florida, and the CRA shall be responsible for such filing.

C. Waiver. No waiver of any provision or default hereof shall affect the right on any Party thereafter to later enforce such provision or to exercise any right or remedy available to it in the event of a later default.

D. Liability. The Parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The City, the CRA, and the DIB as local governmental bodies of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions which result in claims or suits against their jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. No Party shall at any time be responsible for negligent acts of the other Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party and nothing herein shall be construed as consent by the Parties to be sued by third Parties in any matter arising out of this Agreement.

E. No third Party beneficiaries. There are no intended third Party beneficiaries to this Agreement and only the Parties hereto may enforce its terms.

F. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

G. *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party, except that the DIB may contract with such persons or subcontractors as DIB deems appropriate in its sole discretion to perform DIB's obligation hereunder.

H. *All Prior Agreements Superseded.*

- (1) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- (2) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

I. *Headings.* Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

J. *Survival.* All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this Agreement shall survive it.

K. *Interpretation.* For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and

assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (1) If either Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other Party and request clarification of its interpretation of this Agreement.
- (2) This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all the terms and provisions hereof.

L. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

M. Further Documents. The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

N. Notices. All notices required by the Agreement to be given by one Party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

**To Downtown Improvement
Board:**
Franklin D. Kimbrough
Executive Director
41 North Jefferson Street
Suite 401
Pensacola, Florida 32502

**To Community Redevelopment
Agency:**
Thomas J. Bonfield
City Manager
P.O. Box 12910
Pensacola, Florida 32521

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement effective the first date written above.

COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, a public body
corporate and politic of the State
of Florida

By: Thomas J. Bonfield
Thomas J. Bonfield
City Manager

ATTEST:
By: Rebecca V. Bray
Rebecca V. Bray
Interim CRA Director

PENSACOLA DOWNTOWN IMPROVEMENT
BOARD, a public body corporate and
politic of the State of Florida

By: Franklin D. Kimbrough
Franklin D. Kimbrough
Executive Director

Witnesses:
Daniel R. Lozier
Signature:
Daniel R. Lozier
Print

Ashley Hamlin
Signature
Ashley Hamlin
Print

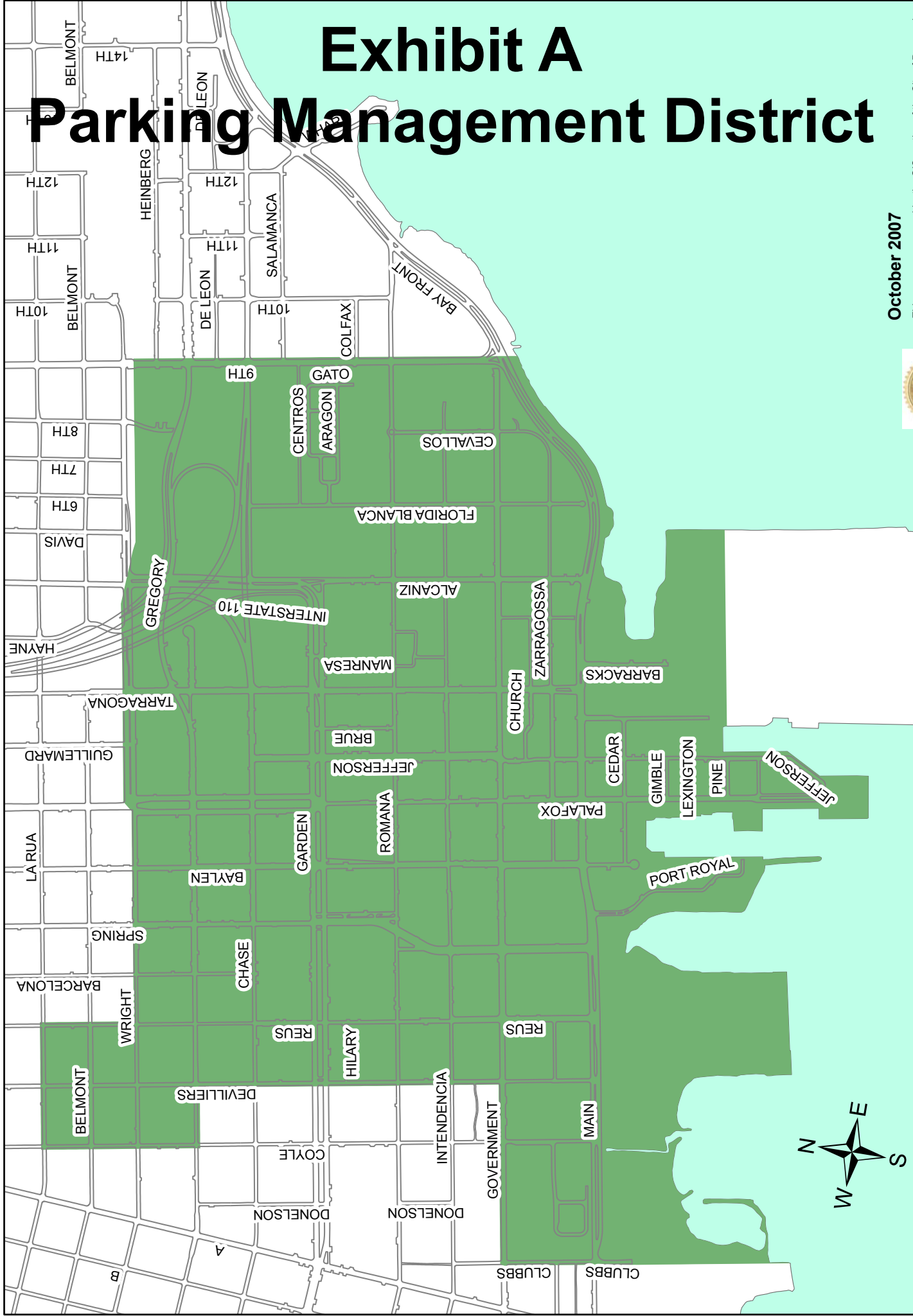
Approved as to Form and Execution:

M.C. Goswin, ACA
City Attorney

Approved as to Content

Rebecca Bray

Exhibit A





Memorandum

File #: 20-00244

Community Redevelopment Agency

5/26/2020

DISCUSSION ITEM

FROM: Sherri Myers, Board Member

SUBJECT:

CRA SIDEWALK REPAIRS

SUMMARY:

The Mott McDonald ADA Sidewalk Survey evaluated sidewalks citywide. Sidewalks were classified by priority based on condition, safety, and level of ADA accessibility. Based on the study, a schedule for repair/replacement of defective sidewalks and installation of ADA improvements was developed by the City of Pensacola (City). The complete sidewalk prioritization list may be found at <https://www.cityofpensacola.com/DocumentCenter/View/16847/Current-ADA-Sidewalk-Prioritization-list-PDF>.

Except for sidewalks within the Community Redevelopment Area (CRA), sidewalks improvements identified in the survey were placed on the City's capital project schedule. Construction of these sidewalk projects is being undertaken in phases.

A separate but parallel schedule for improvement of sidewalks within the CRA districts has also been established. CRA sidewalks are being addressed in the same phased fashion as other City sidewalks, based on the prioritization given them by the sidewalk survey. Funding for improvement of sidewalks within the CRA is being budgeted annually from the CRA Tax Increment to complete these projects.

Recently, a request was received for the repair of a section of sidewalk, on Church Street, in the historic village. This section of the Church Street sidewalk was assessed in the sidewalk survey and assigned a meta score of 75. With a high meta score and short section (5 feet), this location is currently identified for inclusion in one of the later CRA Urban Core projects.

PRIOR ACTION:

August 6, 2018 - The CRA approved Fiscal Year 2019 Budget Resolution No. 2018-06 CRA

August 5, 2019 - The CRA approved Fiscal Year 2019 Budget Resolution No. 2018-06 CRA

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development

M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Map-Urban Core Sidewalk Repair Needs 04-20-20
- 2) Letter to Sherri Myers
- 3) Church St Photo 1
- 4) Church St Photo 2

PRESENTATION: No

