



City of Pensacola

Agenda Conference

Agenda

Monday, April 5, 2021, 3:30 PM

Council Chambers, 1st Floor

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth.

The meeting can be watched via live stream at cityofpensacola.com/428/Live-Meeting-Video.

ROLL CALL

PRESENTATION ITEMS

1. [21-00320](#) PRESENTATION FROM JENNA JENSEN, THE HUMANE SOCIETY OF THE UNITED STATES (HSUS), STOP THE PUPPY MILLS CAMPAIGN

Recommendation: The City Council accept a presentation from Jenna Jensen, Public Policy Specialist with the Humane Society of the United States, regarding the Stop the Puppy Mills Campaign.

Sponsors: Sherri Myers

2. [21-00328](#) ANIMAL RESCUES

Recommendation: That City Council accept a presentation from Francine Armstrong, of A Place of Hope, small dog rescue.

Sponsors: Sherri Myers

3. [21-00316](#) PRESENTATION FROM GEORGE HAWTHORNE REGARDING THE COVENANT WITH THE COMMUNITY

Recommendation: That City Council accept a presentation from George Hawthorne regarding the Covenant with the Community as it relates to the Community Maritime Park.

Sponsors: Sherri Myers

Attachments: [0 - CMPA EBO PROGRAM OVERVIEW](#)
 [CITY FIRST SOURCE JOBS PROGRAM](#)
 [CITY LOCAL SMALL BUSINESS ENTERPRISE PROGRAM](#)
 [CMPA EBO Agreement](#)
 [CMPA EBO COMPLIANCE REPORT FINAL REPORT Revised](#)
 [EQUAL BUSINESS OPPORTUNITY PROGRAM BACKGROUND](#)
 [Proposed City Ordinance Overview](#)

REVIEW OF CONSENT AGENDA ITEMS

4. [21-00206](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA FOR BURGESS ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT

Recommendation: That City Council approve the Interlocal Agreement between the City of Pensacola and Escambia County, Florida for the Burgess Road Sidewalk and Drainage Improvement Project.

Sponsors: Grover C. Robinson, IV

Attachments: [Interlocal Agreement, Escambia County, Florida.pdf](#)

5. [21-00222](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE EMERALD COAST UTILITIES AUTHORITY (ECUA) FOR BURGESS ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT

Recommendation: That City Council approve the Interlocal Agreement between the City of Pensacola and the Emerald Coast Utilities Authority (ECUA) for the Burgess Road Sidewalk and Drainage Improvements Project.

Sponsors: Grover C. Robinson, IV

Attachments: [Interlocal Agreement, Emerald Coast Utilities Authority](#)

6. [21-00143](#) AWARD OF BID #21-013 BURGESS ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT
- Recommendation:** That City Council award Bid #21-013 Burgess Road Sidewalk and Drainage Improvements Project to Roads, Inc. of NWF of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$1,282,667.54 plus bid alternate #2 in the amount of \$195,107.03, plus bid alternate #3 in the amount of \$57,602.99, plus bid alternate #4 in the amount of \$504,285.12 plus a 10% contingency in the amount of \$203,966.27 for a total amount of \$2,243,628.95. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Bid Tabulation, Bid No. 21-013](#)
[Final Vendor Reference List, Bid No. 21-013](#)
7. [21-00269](#) AWARD OF CONTRACT TO EMERALD COAST CONSTRUCTORS, INC. FOR INVITATION TO BID (ITB) #21-012 MAGEE FIELD IMPROVEMENTS
- Recommendation:** That City Council award a contract to Emerald Coast Constructors, Inc. for ITB #21-012 Magee Field Improvements for \$433,473.74 base bid, \$516,141.87 additive alternate #1, and a 10% contingency of \$94,961.56 for a total amount of \$1,044,577.17. Further that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Tabulation Sheet](#)
[Final Vendor Reference List](#)
8. [21-00256](#) APPOINTMENT - AFFORDABLE HOUSING ADVISORY COMMITTEE
- Recommendation:** That City Council approve Crystal Scott, an Escambia County appointee, as a member to the Affordable Housing Advisory Committee for the remainder of a three (3) year term, expiring September 30, 2021.
- Sponsors:** Jared Moore
- Attachments:** [Affordable Housing Advisory Committee Application - Crystal Scott](#)

9. [21-00314](#) APPOINTMENT - PARKS AND RECREATION BOARD

Recommendation: That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term ending March 31, 2023.

Sponsors: Jared Moore

Attachments: [Member List](#)
 [Nomination Form - Renee Borden](#)
 [Application of Interest - Renee Borden](#)
 [Resume - Renee Borden](#)
 [Ballot](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)**10. [21-00260](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT -
 COVINGTON PLACE FIRST ADDITION**

Recommendation: That City Council conduct a quasi-judicial hearing on April 8, 2021, to consider approval of the Final Subdivision Plat - Covington Place First Addition.

Sponsors: Grover C. Robinson, IV

Attachments: [Final Plat - Covington Place First Addition](#)
 [Planning Board Minutes March 9, 2021 DRAFT](#)

**11. [21-00315](#) ACQUISITION OF REAL PROPERTY - 2308 DR. MARTIN LUTHER
 KING JR. DRIVE**

Recommendation: That City Council approve the purchase of the real property located at 2308 Dr. Martin Luther King Jr. Drive (Parcel No. 000S009020005113) from AMR at Pensacola, Inc. for \$205,000 plus an estimated \$10,000 in closing costs for a total amount of \$215,000. Further, the City Council authorize the Mayor to take all necessary actions and execute any documents related to the acquisition of the property. Finally, that City Council adopt a Supplemental Budget Resolution appropriating the funds to purchase the property as well as perform minor renovations to the building.

Sponsors: Grover C. Robinson, IV

Attachments: [Aerial and Parcel Info - 2308 Dr. Martin Luther King, Jr. Drive](#)
 [Appraisal - 2308 Dr. Martin Luther King, Jr. Drive](#)

12. [2021-19](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-19 - ACQUISITION OF REAL PROPERTY - 2308 DR. MARTIN LUTHER KING, JR. DRIVE
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2021-19
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2021-19](#)
[Supplemental Budget Explanation No. 2021-19](#)
13. [21-00317](#) NAMING AND DEDICATION COURT 13 AT ROGER SCOTT TENNIS CENTER IN HONOR OF BRUCE CATON
- Recommendation:** That City Council approve the Parks and Recreation Board recommendation to name and dedicate Court 13 at Roger Scott Tennis Center in honor of Bruce Caton.
- Sponsors:** Grover C. Robinson, IV, Jared Moore
- Attachments:** [3/18/21 Parks & Recreation Board New Business Item - Tennis Court](#)
[3/18/21 Parks & Recreation Board New Business Item Tennis Court](#)
14. [21-00318](#) NAMING AND DEDICATING A TENNIS COURT AT ROGER SCOTT TENNIS CENTER IN HONOR OF TERRY KELLEN
- Recommendation:** That City Council approve the Parks and Recreation Board recommendation to name and dedicate a tennis court at Roger Scott Tennis Center in honor of Terry Kellen
- Sponsors:** Jennifer Brahier
- Attachments:** [2/18/21 Parks & Recreation Board New Business Item - Tennis Court](#)
[2/18/21 Parks & Recreation Board New Business Item - Tennis Court](#)
15. [21-00319](#) PLACEMENT OF A BENCH AND DEDICATION OF A TREE WITHIN BARTRAM PARK IN HONOR OF JOHN OLIVER.
- Recommendation:** That City Council approve the recommendation of the Parks and Recreation Board with the placement of a bench and dedication of a tree within Bartram Park in honor of John Oliver.
- Sponsors:** Ann Hill
- Attachments:** [2/18/21 Parks & Recreation Board New Business Item - park bench & tree](#)
[2/18/21 Parks & Recreation Board New Business Item - park bench & tree](#)

16. [11-21](#) PROPOSED ORDINANCE NO. 11-21 - AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA

Recommendation: That City Council adopt Proposed Ordinance No. 11-21 on second reading:

AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE PENSACOLA REGULATIONS TO IMPLEMENT CHAPTER 1 OF THE FLORIDA BUILDING CODE; ADOPTING APPENDICES J AND Q OF THE FLORIDA BUILDING CODE, RESIDENTIAL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 11-21](#)
[Proposed Chapter 1 Florida Building Code, As Adopted by the City of](#)

FOR DISCUSSION

17. [21-00302](#) TIPPIN PARK COMMUNITY RESOURCE CENTER

Sponsors: Sherri Myers

18. [21-00322](#) USE OF THE AMERICAN RESCUE PLAN FUNDING THE CITY WILL RECEIVE

Sponsors: Sherri Myers

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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.

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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00320

City Council

4/8/2021

PRESENTATION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

PRESENTATION FROM JENNA JENSEN, THE HUMANE SOCIETY OF THE UNITED STATES (HSUS), STOP THE PUPPY MILLS CAMPAIGN

REQUEST:

The City Council accept a presentation from Jenna Jensen, Public Policy Specialist with the Humane Society of the United States, regarding the Stop the Puppy Mills Campaign.

SUMMARY:

This presentation will focus on the retail sale of dogs and cats within pet stores.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00328

City Council

4/8/2021

PRESENTATION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

ANIMAL RESCUES

REQUEST:

That City Council accept a presentation from Francine Armstrong, of A Place of Hope, small dog rescue.

SUMMARY:

This presentation will give Council the opportunity to learn about rescue operations, in this case for small dogs, with a focus on where the strays are coming from.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00316

City Council

4/8/2021

PRESENTATION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

PRESENTATION FROM GEORGE HAWTHORNE REGARDING THE COVENANT WITH THE COMMUNITY

REQUEST:

That City Council accept a presentation from George Hawthorne regarding the Covenant with the Community as it relates to the Community Maritime Park.

SUMMARY:

In March of 2006, the CMPA and the City of Pensacola entered into agreements for the Master Development (Community Maritime Park Project) and the Master Lease (Community Maritime Pak) which set forth the respective duties and responsibilities pertaining to the development of real property for the project known as the Community Maritime Park Project.

In 2009, the CMPA executed the Development Agreement with the developer, Maritime Park Development Partners. The developer agreed to launch and sustain the Contractor's Academy Equal Business Opportunity Program to fulfill the CMPA's covenant with the Community and deliver on the commitment to ensure the inclusion of minority and women owned businesses in the CMPA development.

The Contractor's Academy / Equal Business Opportunity Program (EBO Program) goals were specifically aimed at attracting groups of minorities and women business enterprises: unskilled individuals seeking to learn a trade; skilled construction workers seeking to become subcontractors; and existing contractors and business owners seeking to expand their businesses.

In December of 2010, the Developer abandoned and ceased to perform its responsibility, obligations and in January 2011, the Developer had its contract rescinded as the Master Developer of the Community Maritime Park.

In February of 2011, the CMPA desired to see that the duties of the Developer agreed to under the EBO Agreement were assumed without interruption and hired Diversity Program Advisors, Inc. as the EBO Program Manager. Mr. Hawthorne was Chief Executive Officer of Diversity Program Advisors.

PRIOR ACTION:

See Summary

August 13, 2012 - Final Report from the EBO Program Manager was delivered

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) CMPA EBO Program Overview
- 2) City First Source Jobs Program
- 3) City Local Small Business Enterprise Program
- 4) CMPA EBO Agreement
- 5) CMPA EBO Compliance Report Final Report Revised
- 6) Equal Business Opportunity Program Background
- 7) Proposed City Ordinance Overview

PRESENTATION: Yes

CMPA EQUAL BUSINESS OPPORTUNITY PROGRAM OVERVIEW

CMPA Equal Business Opportunity Policy

Despite the opportunities and achievements in construction that are being realized by an increasingly diverse group of contractors in the Pensacola Region, there is the reality, that the small business enterprises and minority/female business enterprises (“MFBE”) sectors of the Pensacola community still do not have the capacity, access and availability to the advantages and benefits of procurement opportunities. The Community Maritime Park Associates (“CMPA”) is fully committed to increasing the capacity, access and availability and encouraging the participation of MFBEs in all phases of its procurement and contracting activity. Partially in response to CMPA’s “Covenant with the Community”, CMPA has adopted a policy to provide access and opportunity to Minority/Female Business Enterprises (MFBEs) in all aspects of contracting relating to construction, materials and services, professional services, private development, management activities, tenant leases and concession operations of the Maritime Park. This policy applies to all Vendors, Contractors, Subcontractors, Tenants, Private Developers and other entities involved in any development, construction, management and/or operations of the Community Maritime Park public or private properties. The CMPA is fully committed to encouraging the participation of MFBEs in all phases of procurement and contracting activities and following a covenant of non-discrimination.

CMPA EBO Program a “Private-Sector Program Initiative”

More than three years ago, CMPA began working with community stakeholders and a master developer to establish a private-sector Equal Business Opportunity Program as a specific initiative developed from CMPA’s “Covenant with the Community” with the Pensacola community as a means to address issues of minority contractor’s capacity, access and availability to the procurement opportunities arising from the development of the Community Maritime Park. As part of this program, local community “stakeholders” were encouraged to meet and develop activities and initiatives that increased procurement opportunity awareness and availability for minority and other contractors. Some organizations, such as the Gulf Coast African-American Chamber of Commerce, established more formal efforts of information, outreach and support.

At the same time, CMPA began a concerted effort of outreach and awareness to community stakeholders and local officials related to the importance of minority contractor inclusion for the Community Maritime Park’s public sector projects. A positive outcome of these outreach efforts has been the tremendous demand from the community stakeholders for the development of a “private-sector program initiative” for minority contractor procurement inclusion guidelines, outreach initiatives and technical

assistance strategies. CMPA has been working with these various community stakeholders and professional consultants to tailor the range of potential programmatic support strategies to fit the needs, resources and requirements of Pensacola's local situation. This "private-sector program initiative" has involved the CMPA, and community stakeholders working together to make procurement opportunities available and, at the same time, working with contractors to make them more competitive.

The CMPA then executed the Contractor's Academy Equal Business Opportunity Program Agreement ("Agreement") with the Maritime Park Development Partners, LLC ("MPDP"), the former Master Developer of the Community Maritime Park public and private improvements. Under the Agreement, MPDP had the responsibility and duty to develop, implement, manage, administer and operate a "private-sector program initiative" to assist the CMPA in its execution of the aforementioned CMPA Equal Business Opportunity Policy. On December 10, 2010, MPDP was terminated as the "Public Improvements Project Coordinator" and then on January 14, 2011, had its contract rescinded as the Master Developer of the "Private Improvements" of the Community Maritime Park. In December 2010, MPDP "abandoned" its responsibility and duty to develop, implement, manage, administer and operate a "private-sector program initiative" to assist the CMPA in its execution of the aforementioned CMPA Equal Business Opportunity Policy.

However, in January 2011, the CMPA remained fully committed to terms and conditions of the Agreement encouraging the participation of MFBES in all phases of procurement and contracting activity and desired to engage "private-sector" consultants to assume MPDP's responsibilities and duties required in the Agreement and abandoned by MPDP. Accordingly, CMPA then engaged Diversity Program Advisors, Inc., program management/development company ("CMPA EBO Program Manager"), and other organizations in order to assume, develop, implement, manage, administer and operate the "private-sector" program initiated under the Agreement and to assist the CMPA in its execution of the CMPA Equal Business Opportunity Policy and to fulfill commitments in the CMPA's "Covenant with the Community" ("CMPA EBO Program").

The CMPA EBO Program represents an amalgam of the best of these efforts to date and is presented as a model for other local procurement agencies, state and local governments, business associations, contractors and contractor organizations to adapt and implement in their locales.

CMPA EBO Program Objectives

The CMAA EBO Program has as its objectives the following:

- Educating small, minority and women contractors about Community Maritime Park's procurement opportunities and assisting them in procuring agreements for construction.
- Establishing guidelines to assist small, minority and women contractors in obtaining contracting opportunities at the Community Maritime Park as well as similar state and local projects in the Pensacola area.
- Providing assistance and referrals to small, minority and women contractors in obtaining appropriate accounting, project management and financing expertise.
- Assisting small, minority and women local contractors in increasing their operating capacity.

CMPA EBO Program Components

The CMAA EBO Program has several components drawn from the terms and conditions of the Contractor's Academy Equal Business Opportunity Program Agreement and the more recent initiatives of national contractor associations and various nationwide state and local governments who have been actively involved in this type of activity. However, even with this wealth of information and experience, the CMAA EBO Program remains a work in progress. Throughout the implementation phase of the CMAA EBO Program, the CMAA EBO Program Manager will continue to monitor and document unanticipated obstacles, innovative approaches and other program aspects that lend themselves to improving the program for better results. Furthermore, local proponents of this program are encouraged to actively offer solutions to adapt this Program to the specific circumstances of the Community Maritime Park development process as it evolves in the future. The CMAA EBO Program components include:

Networking and Outreach: This component involves identifying and establishing liaisons with local small, minority and women business groups, especially local chapters of contractor associations and working more closely with the various outreach "partners" in the area to make them aware of the CMAA EBO Program. Establishing these "outreach" liaisons may involve becoming a "strategic partner" of the CMAA EBO Program and supporting and attending the Program's activities and events. For example, through CMAA development of new liaisons in the Pensacola Region there is active interest in the Maritime Park's contracting opportunities, efforts are being made to reinforce the construction industry's commitment to increasing minority contractor's access to procurement opportunities and to inform ALL contractors of the other

components of the CMPA EBO Program. In addition, on-going networking activities are being undertaken which include sponsoring a quarterly networking breakfast or reception in which construction industry members facilitate linking the small, minority and women contractors to members of the contracting, banking, professional and larger construction community.

Education and Information: The cornerstone of this component is the establishment of a series of seminars for small, women and minority contractors on various aspects of the Maritime Park's procurement opportunities. Seminar topics in some seminars will include a surety bonding overview, tips for obtaining your first bond, the importance of financial and accounting controls, project management techniques that enhance increased construction performance, and legal issues of construction. This component also includes disseminating general information and awareness of the CMPA EBO Program's technical assistance to local minority contractors and contractor associations.

Resource Identification and Capacity Building: This component involves establishing "resource information" that will be available to the local minority contractor community, preferably linked through a web site. These resources would include information on the CMPA EBO Program, as well as state and local programs of bonding, financing, training, and technical assistance support. This component also would facilitate linking small, minority and women contractors to potential mentors and joint venture partners that might assist them in becoming bondable or in increasing their operating capacity. Lastly, the component would provide referrals for technical support to these contractors in areas such as project management, job costing, finance and accounting.

Assistance in the Bidding Process: A most critical component of the CMPA EBO Program is the provision of assistance to the minority contractor in the actual bidding process. In most instances, this is being done through the required guidelines of the CMPA EBO Program's Bid Requirements that defines specific requirements for all bidders to conduct "good faith efforts" to include the small, minority and women contractors in the bidder's "construction team." Additionally, these guidelines define reasons for potential bid rejections and identify factors that would make the contractor's bid non-responsive bondable. The CMPA EBO Program Manager, in concert with local technical assistance providers and others with relevant expertise have developed a strategy to address the minority contractor "capacity building", including referring the contractor to specialized project management, accounting or finance assistance, if needed.

Advocacy and Policy Development: This component involves the CMPA EBO Program Manager and other local stakeholders, participating in advocacy and policy initiatives that might include support for legislation that enhances procurement opportunities for small, minority and women contractors; providing technical assistance and advice to jurisdictions on establishing guarantee programs and other bonding support initiatives; and tailoring state and local minority contractor "inclusion"



programs for specific contracting opportunities available throughout the Pensacola Region.

Support from the CMPA EBO Program Manager

In implementing the CMPA EBO Program, local minority contractors and other local business entities are receiving the full support of the CMPA EBO Program Manager's. In addition to the CMPA EBO Program Manager keeping abreast of the various contractor development initiatives and providing to those in other areas the successes and lessons learned from these efforts, the CMPA EBO Program Manager team is available to provide assistance in drafting newsletter articles and in preparing workshop and other presentations related to this Program. Also, the CMPA EBO Program Manager is updating a CMPA EBO Program Handbook that will provide a compendium of materials to support the CMPA EBO Program's Outreach efforts, including contractor workshops and CMPA EBO Program guidelines.

Conclusion

The members of the CMPA EBO PROGRAM MANAGEMENT TEAM are committed to keeping procurement opportunities available and accessible to all qualified contractors. They are also committed to increasing the number of small, minority and women contractors who included in the Community Maritime Park procurement process. The intention of the CMPA EBO Program Manager is to assist the CMPA, local trade groups, local contractor associations, and other organizations in the implementation of these goals in their respective organizations.

Program Information Contact

For more information or to find out how to become involved in CMPA EBO Program the CMPA EBO Program Manager is establishing website links and telephone contact information that will be distributed to the public shortly. Please keep reviewing www.maritimepark.us for this important information and updates for the CMPA EBO Program. EBO Program Manager contact information:

**Diversity Program Advisors, Inc.
George Hawthorne
251-504-7313 Cell**

FIRST SOURCE JOBS PROGRAM

Sec. _____. - Title.
Sec. _____. - Purpose and intent.
Sec. _____. - Definitions.
Sec. _____. - Duties of purchasing and contracting department.
Sec. _____. - Duties of Purchasing Department.
Sec. _____. - First source requirements.
Sec. _____. - Disclaimer.

Sec. _____. - Title.

This purchasing and contract program shall be known as the first source program.

Sec. _____. - Purpose and intent.

The purpose of this purchasing and contract program is to create the first source program, which requires beneficiaries and contractors of eligible projects to use the first source job register to fill jobs created as a direct result of public funding.

Sec. _____. - Definitions.

The following words, terms and phrases, when used in this purchasing and contract program, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agreement means any type of agreement with the City, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, or professional or consultant services.

Beneficiary means the immediate recipient of grants or community development block funds administered by the City. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.

Contractor means an individual or entity entering into any type of agreement with the City, funded in whole or part with City funds, which specifies the contractor is to receive fifty thousand dollars (\$50,000.00) or more.

Eligible project means any project funded in whole or in part with City funds.

First source job listing means the listing of all available jobs that have been created by eligible projects.

First source register means the database of employable City residents.

Good faith effort means the efforts undertaken by a beneficiary or contractor to fill jobs created by an eligible project with individuals from the first source register.

Sec. _____. - Duties of purchasing and contracting department.

In administering the first source program, the director of purchasing and contracting or designee shall

have the power to:

- (a) Notify any contractor or beneficiary in writing, including specific reasons, who has not complied with this purchasing and contract program;
- (b) Provide any contractor or beneficiary who has not complied with this purchasing and contract program with a reasonable time to cure;
- (c) Determine whether noncompliance amounts to a breach of contract;
- (d) Provide written determinations of noncompliance to the appropriate officials, stating the specific nature of noncompliance; and
- (e) Incorporate a provision regarding this purchasing and contract program into every agreement.

Sec. _____. - Duties of Purchasing Department.

In administering the first source program, the purchasing director or designee shall do the following:

- (a) Manage the first source program;
- (b) Create written operating procedures to effectuate the provisions of this purchasing and contract program;
- (c) Compile and maintain a database of citizens of the City that will serve as the first source register;
- (d) Create and provide all necessary forms, applications, documents and papers necessary to comply with this purchasing and contract program;
- (e) Create a methodology to determine what jobs will be created by an eligible project;
- (f) Compile and maintain a listing of available jobs created by eligible projects that will serve as the first source job listing;
- (g) Notify the director of purchasing and contracting or designee of any contractor or beneficiary who has not complied with the requirements of this purchasing and contract program; and
- (h) Annually review and report to the mayor or designee to determine the need for this purchasing and contract program's continued implementation.

Sec. _____. - First source requirements.

- (a) The City shall require every beneficiary or contractor for every eligible project to do the following:
 - (1) Advertise each job created by an eligible project on the first source job listing;
 - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the City;
 - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this purchasing and contract program may be deemed ineligible to

qualify for any future project;

(4) Allow open inspection of payroll records; and

(5) Agree to work with the Purchasing Department to comply with the spirit of this purchasing and contract program.

(b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this purchasing and contract program.

(c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the City funds.

Sec. _____. - Disclaimer.

By enacting this purchasing and contract program the City is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the City, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary. The City, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear on the First Source job register, who claim that the enactment, enforcement or violation of this purchasing and contract program caused injury or loss of any kind. This purchasing and contract program is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor. This purchasing and contract program does not give the City, its officers, agents, or employees any right to control or determine any of the terms or conditions of employment of a First Source register candidate hired by a beneficiary or contractor.

LOCAL SMALL BUSINESS ENTERPRISE PROGRAM

Sec. ____ - Definitions.

Sec. ____ - LSBE certification.

Sec. ____ - Continuing obligations of LSBE and graduation.

Sec. ____ - De-certification, denial and appeal procedure for a LSBE.

Sec. ____ - Administrative application.

Sec. ____ - LSBE contract pre-award compliance procedures.

Sec. ____ - Good faith efforts in lieu of meeting benchmarks.

Sec. ____ - Pre-award review of compliance with benchmarks, including good faith efforts.

Sec. ____ - Post award and contract performance compliance procedures.

Sec. ____ - Counting subcontracting participation of a LSBE.

Sec. ____ - Requirements for mentor-protégé relationships.

Sec. ____ - Requirements for joint venture relationships.

Sec. ____ - Mediation of disputes between joint venture and mentor-protégé team members and prime and subcontractors.

Sec. ____ - Effective date.

Sec. ____ - Disclaimer.

Secs. ____ - Reserved.

Sec. ____ - Definitions.

For the purposes of this purchasing and contract program, certain terms and words are defined. Where words have not been defined, but are defined in section 1-2, those words shall have the meaning as defined therein. The following words, terms, and phrases, when used in this purchasing and contract program shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affiliate means any business, including, but not limited to, a parent business, subsidiary business or a sibling business, that has any of the following relationships to another business:

- (1) Directly or indirectly owns or holds with the power to vote, five (5) percent or more of the outstanding voting securities of such other business;
- (2) Five (5) percent or more of whose outstanding voting securities are directly or indirectly owned or held with power to vote by such other business; or
- (3) Directly or indirectly controlling, controlled by, or under common control with such other business. For the purposes of this subsection, the term "control" means the power to exercise a controlling influence over the management policies of a business.

Applicant firm shall mean the business applying for certification in the local small business enterprise program.

Business shall mean any association, cooperative, corporation, individual, joint venture, limited liability corporation (hereinafter referred to as "LLC"), partnership, sole proprietorship, trust or other legal entity.

Business concern shall mean a business entity organized for profit, with a place of business located in Escambia County (hereinafter referred to as "County"), and which operates primarily within the County or which makes a significant contribution to the economy.

Director, purchasing and contracting shall mean the Director of the City of Pensacola Purchasing and Contracting Department.

Contact compliance division (hereinafter referred to as "CCD") shall mean the contract compliance division of the purchasing and contracting department.

Escambia county shall mean Escambia County, Florida.

Deputy director, contract compliance shall mean the deputy director of a division within the City of Pensacola Purchasing and Contracting Department.

Good faith effort shall mean the efforts undertaken by a contractor to obtain local small business enterprise participation in a contract issued by the City.

Invitation to bid shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished to prospective bidders for the purpose of inviting bids.

Local small business enterprise (hereinafter referred to as "LSBE") shall mean a locally-based small business operating inside of Escambia County.

Locally-based shall mean a business located and operating in Escambia County, Florida.

(1) For the purposes of this definition, to be "located" in Escambia County means to have a physical presence within the geographic boundaries of the county such as having office space, a plant, warehouse, or other physical business facility, but specifically excluding the existence of a post office box without any other physical presence, for at least ninety (90) days prior to submitting an application for local small business certification.

(2) For the purposes of this definition, to "operate" in Escambia County means to be the current holder of a valid business license issued by Escambia County at least ninety (90) days prior to submitting an application for local small business certification.

Mentor shall mean the established prime contractor approved by the purchasing and contracting department, submitting bid quotations over five million dollars (\$5,000,000.00).

Principal place of business shall mean the business location where the individuals who manage the business concern's day-to-day operations spend most working hours and where top management's business records are kept.

Protégé shall mean the subcontractor certified as a LSBE seeking opportunities for contracts in City of Pensacola.

Purchasing and contracting department shall mean the City of Pensacola Purchasing and Contracting Department.

Qualified sealed solicitation shall mean any invitation to bid, request for proposal issued by the City released for response to bidders and proposers after the effective date of this purchasing and contract program, and determined by the director of purchasing and contracting department or designee to be qualified for the application of the LSBE Benchmarks delineated in this purchasing and contract program.

Receipts shall mean total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships.

Request for proposals shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished to prospective responders for the purpose of soliciting proposals.

Request for quotations shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished to prospective vendors for the purpose of soliciting price quotations.

Small business shall mean an independently owned and operated business concern whose average annual gross receipts, as defined herein, for the previous three years must not exceed:

- (1) Construction firms—Three million dollars (\$3,000,000.00);
- (2) Professional services firms—Two million dollars (\$2,000,000.00);
- (3) Commodity suppliers—One million dollars (\$1,000,000.00), and the individual owners of such business concern may not possess a personal net worth that exceeds one million dollars (\$1,000,000.00), including a spouse or adult child's net worth but excluding the individual's ownership interest in their primary residence.

Solicitation shall mean any invitation to bid, request for proposal or request for quotation issued by the City and released for response to bidders and proposers after the effective date of this purchasing and contract program.

Subcontract shall mean an agreement between a subcontractor and a contractor, pursuant to which the subcontractor will provide to the contractor equipment, goods, materials, services or supplies.

Subcontractor shall mean businesses providing equipment, goods, materials, service or supplies to a contractor.

Sec. ____ - LSBE certification.

(a) All businesses certified as a LSBE pursuant to the resolution pertaining to the LSBE program as adopted on or about _____, and thereafter amended, shall retain their certification until its expiration date. Thereafter, all applicant firms must be certified under the provisions set forth below.

(b) To be certified as a LSBE, an individual owner shall be required to meet the following criteria:

- (1) The business concern must qualify as a small business as that term is defined in this purchasing and contract program;
- (2) Applicant firm must qualify as a locally-based business and possess a valid Escambia County for ninety (90) days prior to submitting LSBE certification application;
- (3) Applicant firm owner must be a citizen or lawfully admitted permanent resident of the United States and be compliant with the residency requirements of the LSBE program;
- (4) Applicant firm must be a business, including a sole proprietorship, partnership, corporation, limited liability company, or any other business or professional entity:
 - a. Which is at least fifty-one (51) percent owned by one (1) or more of the applicant individuals identified and the ownership must have been in existence for ninety (90) days or more and the applicant individual must have maintained such fifty-one (51) percent ownership for at least ninety (90) days; and

b. In the case of a publicly owned business, at least fifty-one (51) percent of all classes of stock of which is owned by one (1) or more of such persons each of whom meets the net worth criteria as defined herein.

(5) Applicant firm owner's net worth must be compliant with the net worth threshold for small businesses as defined herein; and

(6) The firm's average annual gross receipts, as defined herein, for the previous three (3) years must not exceed: (1) Construction firms—Three million dollars (\$3,000,000.00); (2) Professional services firms—Two million dollars (\$2,000,000.00); (3) Commodity suppliers—One million dollars (\$1,000,000.00).

Sec. ____ - Continuing obligations of LSBE and graduation.

(a) All certifications issued under the LSBE program shall be reviewed every two (2) years by the purchasing director, contract compliance or designee.

(b) Each certified firm must submit a re-certification application to be reconsidered for the program. Failure of the firm to seek re-certification by filing the necessary application and corresponding documents with the contract compliance division within ninety (90) days from the date of receipt of written notification of certification expiration from the contract compliance division shall result in decertification of the firm.

(c) It is the responsibility of the LSBE to notify the contract compliance division of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de-certification and preclusion from future participation in the LSBE program.

(d) The LSBE that no longer meets certification may be decertified at the expiration of the initial certification period by the deputy director, contract compliance, or designee.

(e) The LSBE that has participated in the program for a total of ten (10) years shall automatically graduate from the program at the expiration of the ten (10) year period and shall no longer be entitled to be certified as a LSBE. Once the ten (10) year period expires, the former LSBE is encouraged to participate in the mentor-protégé program.

Sec. ____ - De-certification, denial and appeal procedure for a LSBE.

(a) The deputy director, contract compliance or designee may decertify a LSBE that repeatedly fails to honor quotations provided to the City and prime contractors in good faith, or otherwise fails to comply with the LSBE program requirements and the provisions of this purchasing and contract program.

(b) An applicant business that has been denied certification or re-certification or been de-certified may protest the denial or de-certification as follows:

(1) Within fifteen (15) days of receipt of denial of certification or re-certification, or notice of intent to decertify, the firm may protest such action in writing to the deputy director, contract compliance, or designee.

(2) A meeting shall be scheduled with the applicant business, the deputy director, contract compliance, or designee, and the assistant director, purchasing and contracting, or designee, at which time the business may present additional facts and evidence in support of its eligibility. The deputy director, contract compliance, or designee may request the attendance of any witness and

production of any documents concerning the applicant business's affairs. The applicant business' failure to comply within ten (10) days of these requests may be grounds for denial of the appeal.

(3) The assistant director, purchasing and contracting shall determine the applicant business' eligibility on the basis of the information provided at the meeting and make a recommendation to the director, purchasing and contracting, whose final written decision shall be communicated to the business within ten (10) days of the meeting.

(4) A business denied or found to be ineligible may not apply for certification for ninety (90) days after the effective date of the final decision issued by the director, purchasing and contracting.

Sec. ____ - Administrative application.

(a) In order to further the participation of qualified LSBEs, the purchasing and contracting department shall do the following:

(1) LSBEs that are locally-based and prime contractors utilizing LSBEs that are locally-based shall receive ten (10) percentage points in the initial evaluation of their response to any request for proposal;

(2) LSBEs that are locally-based and prime contractors utilizing LSBEs that are locally-based shall receive a ten (10) percent preference on all responses to invitations to bid and request for quotations;

(b) The purchasing and contracting department shall consider LSBE for emergency contracts or for purchases made on the statewide contract selection although specific goal(s) shall not be set for LSBEs on such emergency procurements or statewide contract procurements;

(c) The purchasing and contracting department shall notify all certified LSBEs of Escambia County solicitations for procurement processed by the purchasing and contracting department as follows:

(1) Notification shall be sent through mail, email, facsimile or telephone; and

(2) The director, purchasing and contracting shall ensure that the certified vendor's list will be made available for all qualified sealed solicitations issued by the purchasing and contracting department.

(d) The purchasing and contracting department shall implement a training program to provide quarterly seminars and workshops to LSBEs addressing the issues facing the small business community. Seminars and workshops should include a component on how to do business with City of Pensacola and encourage participation in the mentor-protégé initiative; and

(e) The purchasing and contracting department shall require prompt payment and certification for all contracts with City of Pensacola for performance of work or procurement of goods.

(1) The purchasing and contracting department shall ensure that all contracts covered by this purchasing and contract program contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been promptly paid for work and materials, no later than seven (7) calendar days from prime contractor's receipt of payment from City of Pensacola.

(2) On a monthly basis and throughout the duration of the contract and upon completion thereof,

the contract compliance division shall request documentation from the prime contractor to certify payments to subcontractors or suppliers.

Sec. ____ - LSBE contract pre-award compliance procedures.

(a) For all qualified sealed solicitations, the bidder/proposer shall submit a notarized affidavit of the Schedule of LSBE participation detailing all LSBE businesses sub-contractors from which the bidder/proposer solicited bids or quotations. The certified LSBE vendor list compiled by the contract compliance division establishes the group from which the bidder/proposer must solicit subcontractors under this program. The notarized schedule of LSBE participation shall be due at the time set forth in the solicitation documents.

(b) For all qualified sealed solicitations, the director of the purchasing and contracting department or designee shall determine if the bidder/proposer has included written documentation showing that at least twenty (20) percent of the total contract award will be performed by a certified LSBE. If this twenty (20) percent benchmark is not achieved, then the director of purchasing and contracting or designee shall determine if the bidder or proposer has exhausted its good faith efforts as delineated in this purchasing and contract program.

Sec. ____ - Good faith efforts in lieu of meeting benchmarks.

(a) A contractor must either meet the LSBE benchmarks or demonstrate good faith efforts to achieve those benchmarks. In determining whether a bidder/proposer has made good faith efforts, the deputy director, contract compliance or designee shall consider all relevant factors, which may include, but are not limited to the following:

- (1) Contractors shall advertise in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisements must be submitted with the bid;
- (2) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort;
- (3) The full detailed description of the scope of work for which a quote was requested;
- (4) The amount of the quoted price, if one was obtained;
- (5) The list of divisions of work not subcontracted and the corresponding reasons for not including them;
- (6) Subcontractor information as requested by forms provided by the contract compliance division;
- (7) For all contracts a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents.

(b) The purchasing director, contract compliance or designee will also consider, at a minimum, the bidder/proposer's efforts to:

- (1) Solicit certified subcontractors in the scopes of work of the contract. The bidder/proposer shall provide interested LSBE businesses with timely, adequate information about the plans,

specifications, and other such requirements of the contract to facilitate their quotation. The bidder/proposer must follow up initial solicitations with interested LSBEs, including but not limited to, submitting evidence of contact via telephone, email or facsimile;

(2) Identify a portion of the work available to LSBEs consistent with their availability;

(3) Negotiate in good faith with interested LSBEs. The bidder/proposer shall provide evidence as requested and it shall include the names, addresses, and telephone numbers of LSBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with them. The ability or desire of a bidder/proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting; and

(4) Where feasible, facilitate the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.

(c) The purchasing director, contract compliance or designee shall maintain documentation of the good faith efforts performed by a prime contractor, and a copy of these records shall be kept with the official bid/contract file, in compliance with all record retention laws or for two (2) years, whichever is longer.

(d) If the purchasing director, contract compliance or designee determines that a bidder/proposer did not make sufficient good faith efforts, the purchasing director, contract compliance, or designee shall report and record this finding in writing, to the director, purchasing and contracting. The user department shall be notified by the purchasing department in writing and the bid/proposal may be rejected. The director of purchasing and contracting will notify the CEO or his designee of the proposal/bidder's failure to obtain the LSBE benchmarks or satisfactory good faith efforts.

(e) Prior to placement on the city council' agenda for award, the mayor, or designee, shall have the authority to reject any response to any qualified sealed solicitation if the bidder/proposer fails to achieve the LSBE benchmarks and fails to demonstrate good faith efforts as determined by the mayor or designee.

(f) After placement on the city council' agenda for award, the governing authority shall have the authority to reject any response to any qualified sealed solicitation if the bidder/proposer fails to achieve the LSBE benchmarks and fails to demonstrate good faith efforts as determined by the governing authority.

Sec. ____ - Pre-award review of compliance with benchmarks, including good faith efforts.

(a) The contract compliance division shall review the notarized schedule of LSBE participation prior to award, including the scope of work and the letters of intent from LSBEs. The purchasing director, contract compliance or designee may request clarification in writing of items listed in the schedule of LSBE participation, provided such clarification shall not include the opportunity to augment listed LSBE participation or good faith efforts. The purchasing director, contract compliance or designee shall review all submittals and record and report the participation of each submittal.

(b) Once the purchasing director, contract compliance or designee determines that the notarized schedule of LSBE participation demonstrates that the benchmarks set forth in this purchasing and contract program have been achieved or good faith efforts have been made, the contract compliance division will notify the user department, and the director, purchasing and contracting.

(c) Each LSBE shall deliver a monthly report to the contract compliance division listing the work completed and payment received from the prime contractor. The report shall be supported by copies of checks, invoices and any other relevant documents to substantiate that payment to the subcontractor has been received.

Sec. ____ - Post award and contract performance compliance procedures.

(a) Upon award of a contract by the City that includes the benchmarks identified in this purchasing and contract program, the prompt pay obligations in the City's contract with the prime contractor, and the contract between the prime contractor and the subcontractors and sub consultants named in response to this purchasing and contract program become covenants of performance by the contractor in favor of the City. The benchmarks shall be included as terms and conditions of the contract between the City and the contractor and failure to achieve or maintain the agreed upon applicable benchmarks may constitute a breach of the contract.

(b) The contractor shall provide a listing of all LSBE and any other subcontractors to be used in the performance of the contract, with each request for payment submitted to the City. The contract compliance division shall monitor subcontractor participation during the course of the contract and shall have reasonable access to all contracts for the project held by the contractor.

(c) After the city council makes the award, the contract compliance division shall verify with each LSBE that a sub-contract in the specified amount recommended to the city council, has been awarded by the prime contractor to the LSBE.

(d) The contractor cannot make changes to the notarized schedule of LSBE participation or substitute subcontractors named in the notarized schedule of LSBE participation without the prior written approval of the contract compliance division. Unauthorized changes or substitutions shall be a violation of this chapter, and may constitute grounds for rejection of the bid or proposal or cause termination of the contract for breach. In such instances, the City may withhold payment and/or impose penalties or other sanctions. Written approval for changes shall not be unreasonably withheld from the contractor.

(e) All requests for changes or substitutions of the subcontractors named in the notarized schedule of LSBE participation shall be made in writing to the director, purchasing and contracting with a copy to the contract compliance division, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the contract compliance division approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until the contract compliance division has reviewed the substitution.

(f) The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the notarized schedule of LSBE participation. Bid shopping is prohibited.

(g) The final decision whether to permit or deny the proposed substitution and the basis therefore, will be communicated to the parties in writing by the director, purchasing and contracting.

(h) If a contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the notarized schedule of LSBE participation, the contractor shall obtain the approval of the contract compliance division to modify the notarized schedule of LSBE participation and must make good faith efforts to ensure that LSBEs have a fair opportunity to bid on the new scope of work.

(i) Changes to the scopes of work shall be recorded and reported by the user department at the time they arise, to establish the reasons for the change and the effect on achievement of the benchmarks identified in this purchasing and contract program.

Sec. ____ - Counting subcontracting participation of a LSBE.

(a) The entire amount of that portion of a construction subcontract that is performed by the LSBE shall be counted, including the cost of supplies and materials obtained by the LSBE for the work of the subcontract, and supplies purchased or equipment leased by the LSBE. Supplies and equipment the LSBE purchases or leases from the prime contractor or its affiliate shall not count as LSBE participation.

(b) The entire amount of fees or commissions charged by a LSBE for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted.

(c) If a firm ceases to be a certified LSBE during a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted. No contractor shall be penalized as a result of the failure of a project to achieve the benchmarks set forth in this purchasing and contract program if the LSBE fails to remain certified as required by the provisions of this purchasing and contract program.

(d) In determining the achievement of a benchmark, the participation of a LSBE shall not be counted until the amount being counted has been paid to that entity.

(e) Achievement of benchmarks authorized by this purchasing and contract program shall be evaluated after the completion of the project.

Sec. ____ - Requirements for mentor-protégé relationships.

(a) Based upon the scope of work and market availability, the office of contract compliance shall determine on a project-by-project basis on eligible projects for LSBEs whether good faith efforts to enter into a mentor-protégé relationship shall be required for such contract. On such contracts in which good faith efforts to enter into a mentor-protégé relationship are required, no bid shall be accepted unless submitted by a mentor-protégé team, unless the office of contract compliance has determined that good faith efforts to enter into a mentor-protégé relationship have been demonstrated. The office of contract compliance shall determine whether good faith efforts to enter into a mentor-protégé relationship have been adequately demonstrated based on a review of relevant facts, documents and circumstances.

(b) On such eligible projects for LSBEs in which good faith efforts to enter into a mentor-protégé relationship are required, the mentor and protégé team members must have different race ownership, different gender ownership, or both. LSBEs members of the mentor-protégé team must be certified as such by the office of contract compliance, and the mentor-protégé team shall include in its bid submittal the LSBEs certification number of each LSBE team member. A bid submitted by a mentor-protégé team comprised of bidders with both the same race and gender ownership shall be deemed nonresponsive and rejected.

(c) As to each mentor-protégé relationship under this section, a written mentor-protégé agreement must be completed by both parties to the mentor-protégé relationship and executed before a notary public, which clearly delineates the rights and responsibilities of the mentor and protégé, complies with any requirements of the office of contract compliance as set forth in bid documents or otherwise, and provides that the mentor-protégé relationship shall continue for, at a minimum, the duration of the project.

(d) The office of contract compliance shall review and approve all contractual agreements regarding the terms and provisions of the mentor-protégé relationship prior to the award of a contract on an eligible projects for LSBEs to the mentor protégé team. Mentor-protégé teams may submit agreements for pre-approval no later than 14 calendar days prior to the date set for receipt of bids on an eligible project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an eligible project. A bid submitted by a mentor-protégé team that does not include a satisfactory written mentor-protégé agreement in accordance with the requirements of this section shall be deemed non-responsive and rejected.

(e) During the term of the contract the mentor and protégé businesses must each provide to the office of contract compliance a quarterly summary of the mentor skills provided to the protégé, which shall include:

- (1) The time spent between mentor and protégé businesses in furtherance of the mentor-protégé relationship;
- (2) The nature and extent of managerial, technical, financial and/or bonding assistance provided;
- (3) A summary and explanation of any projects bid on or undertaken by the mentor-protégé team in the private sector or for a governmental entity other than the city; and
- (4) Any additional or further information required by the office of contract compliance as set forth in bid documents or otherwise.
- (5) No officer, director, employee or member of the mentor-protégé team shall be allowed to bid or otherwise participate independently on a contract where the mentor protégé team is bidding or otherwise participating.
- (6) Each member of the mentor-protégé team shall provide the office of contract compliance access to review all records pertaining to mentor-protégé agreements before and after the award of a contract in order to reasonably assess compliance with this subdivision.
- (7) Penalties for noncompliance. Any responsible bidder who fails to comply with this section shall be subject to any or all of the penalties contained in section ____.

Sec. ____ - Requirements for joint ventures.

(a) Based upon the scope of work and market availability, the office of contract compliance shall determine on a project-by-project basis on all eligible projects for LSBEs whether good faith efforts to enter into a joint venture shall be required for such project. Only projects valued over \$5,000,000.00 are eligible for consideration under this section. On such projects in which good faith efforts to enter into a joint venture relationship is required, no bid shall be accepted unless submitted by a joint venture, unless the office of contract compliance has determined that good faith efforts to enter into a joint venture have been demonstrated. The office of contract compliance shall determine whether good faith efforts to enter into a joint venture have been adequately demonstrated based on a review of relevant facts, documents and circumstances.

(b) On such eligible projects for LSBEs in which good faith efforts to enter into a joint venture relationship is required, the joint venture member businesses must have different race ownership, different gender ownership, or both. LSBE members of the joint venture must be certified as such by the office of contract compliance, and the joint venture team shall include in its bid submittal the LSBE certification number of each LSBE joint venture member. A bid submitted by a joint venture comprised of bidders with both the same race and gender ownership shall be deemed non-responsive and rejected.

(c) As to each joint venture under this section, a written joint venture agreement must be completed by all parties to the joint venture and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner, complies with any requirements of the office of contract compliance as set forth in bid documents or otherwise, and provides that the joint venture shall continue for, at a minimum, the duration of the project.

(d) The office of contract compliance shall review and approve all contractual agreements regarding the terms and provisions of each joint venture relationship prior to the award of a contract on an eligible projects for LSBEs to the joint venture, including agreements pertaining to:

- (1) The initial capital investment of each venture partner;
- (2) The proportional allocation of profits and losses to each venture partner; no LSBE venture partner's liability should ever exceed said partners percentage of revenue earned while a participant in the joint venture.
- (3) The sharing of the right to control the ownership and management of the joint venture;
- (4) Actual participation of the venture partners on the project;
- (5) The method of and responsibility for accounting;
- (6) The method by which disputes are resolved; and
- (7) Any additional or further information required by the office of contract compliance as set forth in bid documents or otherwise.

Joint ventures may submit agreements for pre-approval no later than 14 calendar days prior to the date set for receipt of bids on an eligible-project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an eligible project. A bid submitted by a joint venture that does not include a satisfactory written joint venture agreement in accordance with the requirements of this section shall be deemed non-responsive and rejected.

(e) The joint venture, and each member of the joint venture, shall provide the office of contract compliance access to review all records pertaining to joint venture agreements before and after the award of a contract in order to reasonably assess compliance with this subdivision.

(f) *Penalties for noncompliance.* Any responsible bidder who fails to comply with this section shall be subject to any or all of the penalties contained in section _____.

Section ____ - Mediation of disputes between joint venture and mentor-protégé team members and prime and subcontractors.

(a) If, after the award of a contract to a joint venture or mentor-protégé team, any member of the joint venture or mentor-protégé team believes that the terms and conditions of the agreement as approved by

the office of contract compliance have not been complied with, then such member may seek review and mediation of such agreement before the director of the office of contract compliance. The request for review must be made in writing.

(b) If, after the award of a contract, a dispute arises between the prime contractor and a subcontractor regarding performance of work or provision of services or supplies on the eligible project, then such prime contractor or subcontractor may seek review and mediation of the issue before the director of the office of contract compliance. The request for review must be made in writing. If the dispute involves an alleged violation of the city's prompt payment requirement, as set forth in section _____ below, the contractor, subcontractor and the city shall proceed as is set forth in section _____.

(c) Within 20 calendar days of receipt of a request for review, if the dispute has not already been resolved informally among the parties, the director shall set a mediation date, and the director shall provide written notice of the mediation date to each of the interested parties.

(d) The director shall have authority to make recommendations in an attempt to resolve the dispute.

(e) In the event that the mediation with the director of contract compliance does not resolve all disputes, the director of the office of contract compliance shall have the option of referring mediation proceedings to a qualified outside mediator, contingent upon the consent of the interested parties.

Sec. ____ - Effective date.

This purchasing and contract program shall become effective sixty (60) days after adoption by the city council and execution by the mayor.

Sec. ____ - Disclaimer.

By enacting this purchasing and contract program, the City is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the City, its officers, agents, or its employees are not to be considered joint employers with a contractor. The City, its officers, agents and employees shall not be liable to any person, including but not limited to contractors and persons whose names appear on the certified vendor's listing, who claim that the enactment, enforcement or violation of this purchasing and contract program caused injury or loss of any kind. This purchasing and contract program is not intended to and does not require a contractor to hire a particular certified LSBE firm who does not satisfy the minimum qualifications or other requirements of the contract as set forth by the contractor.

Secs. ____ — ____ - Reserved.

**CONTRACTOR'S ACADEMY/ EQUAL BUSINESS OPPORTUNITY
PROGRAM AGREEMENT**

THIS AGREEMENT, (the Agreement) is made as of August 14, 2009, between Maritime Park Development Partners, LLC, a Florida limited liability corporation (the "Developer"), and Community Maritime Park Associates, Inc., a Florida not-for-profit corporation (the "CMPA"), .

RECITALS

A. CMPA and the City of Pensacola, Florida (the "City"), are parties to two agreements dated March 27, 2006 – the Master Development Agreement (Community Maritime Park Project) and the Master Lease (Community Maritime Park) – which set forth CMPA's and the City's respective duties and responsibilities pertaining to the development of real property for a project known and referred to as the Community Maritime Park or the Project (as hereinafter defined).

B. With the City's approval, CMPA conducted a two-stage competitive procurement (RFQ No. 2007- 02 and RFP No. 2007-03) to select a developer to act as CMPA's primary agent in implementing CMPA's vision of the Project, which culminated on August 22, 2008, with the trustees of CMPA voting to negotiate a Development Agreement with the Developer. The negotiation and execution of that Development Agreement occurred on August 14, 2009

C. The buildings and other improvements of the project particularly described on Exhibit A (collectively referred to as the Improvements) which are to be constructed upon the Land are described in general terms on Exhibit A annexed hereto and by this reference made a part thereof. The Land and the Improvements are collectively referred to as the Community Maritime Park Project.

D. Developer hereby agrees to launch and sustain as provided for herein a Contractor's Academy inclusive of an Equal Business Opportunity Program to fulfill the CMPA's covenant with the Community and deliver on the commitment established by Community Maritime Park Associates to ensure the inclusion of minority and women owned businesses in the CMPA development. This binding legal document is to be executed simultaneously with the Development Agreement executed between CMPA and Developer.

E. The Contractor's Academy/Equal Business Opportunity Program ("EBO Program") goals are specific and aimed at attracting groups of minorities and women business enterprises: unskilled individuals seeking to learn a trade; skilled construction workers seeking to become subcontractors; and existing contractors and business owners

seeking to expand their businesses. The EBO Program will concentrate on finding potential MFBE contractors, vendors, consultants, sub-contractors and other MFBE businesses first in Escambia County, Florida. After the EBO Program has fully utilized such Escambia County, Florida resources, it may then search out contractors, vendors, consultants, sub-contractors, and MFBE businesses as follows: secondarily in Santa Rosa and Okaloosa Counties in Florida, thirdly, in Baldwin County and Mobile counties in Alabama. Should these locations fail to produce qualified MFBE contractors, vendors, consultants, sub-contractors and other MFBE businesses, the EBO Program will return to the CMPA Board of Trustees to request a larger geographic area.

F. The Developer will establish a Contractor's Advisory Council ("CAC") within 30 days of the execution of this agreement to act in an advisory and supervisory roll for the implementation of the provisions of the Contractor's Academy/Equal Business Opportunity Program outlined in this Agreement and pertaining to the minority and women inclusion goal identified hereinto. The CAC will be co-chaired by a representative of the Gulf Coast African American Chamber of Commerce and the Developer and consist of relevant community and professional organizations including, but not limited to Tri-States Chapter of the National Association of Minority Contractors; Small Business Development Corporation; Hispanic Chamber of Commerce; Other Area Chambers of Commerce; George Stone Technical Center; Locklin Tech; Pensacola Junior College; Workforce EscaRosa; Workforce Development Board of Okaloosa & Walton Counties; Movement for Change; CLI-Disability Center and other relevant stakeholders (herein collectively referred to as "Program Partners"). All meetings of the CAC and any sub-committees shall be open to the public and subject to the Florida "Sunshine Law."

G. The CAC will establish a Sub-Committee of Contract Compliance that will be the program compliance body that will monitor expenditures and activities carried out by the Developer and its consultants, contractors, suppliers and vendors related to the Contractor's Academy/Equal Business Opportunity Program and minority and women inclusion goals. The Gulf Coast African American Chamber of Commerce will be a permanent member of the Sub-Committee of Contract Compliance. The Developer shall fund the position of Contract Compliant Officer who shall report to the Sub-Committee of Contract Compliance as determined by the CAC subject to the overall budget for the Contractors Academy. Said funding shall be part of the Developer's contribution described below in paragraph H.

H. Developer will provide funding in order establish, administer and implement the Contractor's Academy/Equal Business Opportunity Program and the Sub-Committee of Contract Compliance. Funding shall be in the amount of \$250,000 over the course of construction of the Project in cash and in-kind services. Additionally, Developer will provide 25% of the Maritime Park's operating profits as measured by return on Private Improvement Project Costs in excess of 12% up to \$500,000 per year to assist in the ongoing operation of the Contractor's

Academy/Equal Business Opportunity Program for the period of time that Developer owns the Private Improvements.

- I. The Developer also agrees to cooperate and assist the Program Partners and other community organizations to leverage the impact of the Community Maritime Park with other public and private urban development and investment programs that impact cultural tourism, the performing arts, education, technology, workforce development, business incubation, contractor training, affordable housing and other public/private initiatives to be developed within the Belmont/DeVilliers St. Historical Business District, the Westside Neighborhood and surrounding area.
- J. The Developer will implement a hiring program that utilizes a "good faith effort" to provide local residents of Escambia County with the first opportunity for construction and permanent jobs with the goal of obtaining minority participation in percentages equal to or in excess of those specified in the CMPA Covenant with the Community.
- K. The Developer will implement a hiring program that utilizes a "good faith effort" to provide local businesses with offices in Pensacola/Escambia County with the first opportunity for construction contracts and commercial tenant opportunities with the goal of obtaining minority participation in percentages equal to or in excess of those specified in the CMPA Covenant with the Community.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Developer and CMPA agree as follows:

Section 1.0. Program Goals.

This EBO Program shall be known as the "Contractor's Academy/Equal Business Opportunity Program." This program as described in this Agreement outlines the terms, conditions and obligations between the Developer and the Community Maritime Park Associates, Inc. related to the inclusion of minority and female business enterprises in the development, construction, management and operation of the Community Maritime Park Project. The stated equal business opportunity goal for the Community Maritime Park Project is the best effort inclusion of Minority/Female Business Enterprises in the procurement and awarding of contracts and/or eligible projects (as defined below) that are executed in connection with the development, construction, management and/or operation of the Community Maritime Park Project in the following minimum percentages:

- 1. 33.5% to African American Business Enterprises (AABE)
- 2. 2.3% to Asian Business Enterprises (ABE)
- 3. 2.9% to Latino business enterprises (HBE)
- 4. 0.6% to Native American Business Enterprises (NABE)

Section 2.0. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

African American shall mean persons having origins in any black racial group of Africa.

African American Business Enterprise (AABE) shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function, and which is owned and controlled by one or more African Americans.

Asian shall mean persons having origins in any of the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Asian Business Enterprise (ABE) shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function, and which is owned and controlled by one or more Asian individuals.

Bid shall mean a quotation, proposal, sealed bid or offer to perform or provide labor, materials, supplies or services to the Developer for a price on an eligible project, or for an eligible project that generates revenue for the Community Maritime Park Project.

Bidder shall mean any individual, sole proprietorship, partnership, joint venture, or corporation that submits a bid to the Developer, or a vendor or contractor that has entered a contract with the Developer regarding an eligible project.

Commercially useful function. For the purpose of determining whether a business enterprise is performing a commercially useful function, Developer shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

- (1) An MFBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- (2) To perform a commercially useful function, the MFBE must be responsible, with respect to material and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- (3) To determine whether an MFBE is performing a commercially useful function, Developer will evaluate the amount of work subcontracted by the MFBE, industry practices regarding subcontracting, whether the amount the MFBE is to be paid under the contract is commensurate with the work it's actually performing, the MFBE credit claimed for its performance of the work, and other relevant factors.
- (4) An MFBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MFBE participation.

In determining whether an MFBE is such an extra participant, Developer will examine similar transactions, particularly those in which MFBEs do not participate.

Contractor shall mean any individual, sole proprietorship, partnership, joint venture, corporation, vendor or other business entity that has entered a contract with the Developer, Consultant or Prime Contractor regarding an eligible project.

Control or controlled. For the purpose of determining whether the owner or owners of a potential MFBE (as used in this definition, "MFBE-owner", which shall denote one or more owners) controls the potential MFBE, GCAACC shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

(1) For an MFBE-owner to be deemed to control the potential MFBE, the potential MFBE must be independent. An independent business enterprise is a business whose viability does not depend on its relationship with another firm or fines.

(a) In determining whether a potential MFBE is independent, Developer will scrutinize relationships with other firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(b) Developer will consider whether present or recent employer/employee relationships between the MFBE-owner and other firms or persons associated with other firms compromise the independence of the potential MFBE firm.

(c) Developer will examine the potential MFBE's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential MFBE firm.

(d) In considering factors related to the independence of a potential MFBE firm, Developer will consider the consistency of relationships between the potential MFBE and other firms with normal industry practice.

(2) A potential MFBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the MFBE-owner. There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by persons other than the MFBE-owner, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the MFBE-owner, without the cooperation or vote of any other individual, from making any business decision of the business enterprise. This paragraph does not preclude a spousal co-signature on documents.

(3) The MFBE-owner must possess the power to direct or cause the direction of the management and policies of the business enterprise and to make day-to-day as well as long-term decisions on matters of management, policy and operations.

- (a) An MFBE-owner must hold the highest officer position in the company (e.g., chief executive officer or president).
- (b) In a corporation, the MFBE-owner must control the board of directors.
- (c) In a partnership, the MFBE-owner must serve as a general partner, with control over all partnership decisions.
- (4) Individuals who are not the MFBE-owner may be involved in an MFBE as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however, possess or exercise the power to control the business enterprise, or be disproportionately responsible for the operation of the business enterprise.
- (5) The MFBE owners of the business enterprise may delegate various areas of the management, policymaking, or daily operations of the business enterprise to other participants in the firm, regardless of whether these participants are African American, Latino, Asian, Native American, or female. Such delegations of authority must be revocable, and the MFBE-owner must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the MFBE-owner in the business enterprise's overall affairs must be such that Developer can reasonably conclude that the MFBE-owner actually exercises control over the business enterprise's operations, management, and policy.
- (6) The MFBE-owner must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the business enterprise is engaged and the business enterprise's operations. The MFBE-owner is not required to have experience or expertise in every critical area of the business enterprise's operations, or to have greater experience or expertise in a given field than managers or key employees. The MFBE-owner must have the ability to intelligently and critically evaluate information presented by other participants in the business enterprise's activities and to use this information to make independent decisions concerning the business enterprise's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the business enterprise is insufficient to demonstrate control.
- (7) If state or local law requires the owner of a particular type of firm to have a particular license or other credential, then the MFBE must possess the required license or credential in order to be deemed in control. If state or local law does not require an owner to have such a license or credential, Developer will not deny certification solely on the ground that the MFBE-owner lacks the license or credential. However, Developer may take into account the absence of the license or credential as one factor in determining whether the MFBE-owner actually controls the firm.
- (8) Developer may consider differences in remuneration between the MFBE and other participants in the business enterprise in determining whether the MFBE controls the business enterprise. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the business enterprise's policy and practice concerning reinvestment of income, and any other

explanations for the differences proffered by the business enterprise. Developer may determine that a business enterprise is controlled by its MFBE although the MFBE's remuneration is lower than that of some other participants in the business enterprise.

(9) In order to be viewed as controlling a business enterprise, an MFBE-owner cannot engage in outside employment or other business interests that conflict with the management of the business enterprise or prevent the MFBE-owner from devoting sufficient time and attention to the affairs of the business enterprise to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an MFBE-owner could be viewed as controlling a part-time business that operates only on evenings and/or weekends, if the MFBE-owner controls the business enterprise when it is operating.

(10) An MFBE-owner may control a business enterprise even though one or more of the MFBE-owner's immediate family members (who themselves are not African American, Latino, Asian, Native American, or female) participate in the business enterprise as a manager, employee, owner, or in another capacity. Except as otherwise provided in this paragraph, Developer must make a judgment about the control the MFBE-owner exercises vis-a-vis other persons involved in the business enterprise as it does in other situations, without regard to whether or not the other persons are immediate family members. If Developer cannot determine that the MFBE-owner, as distinct from the family as a whole, controls the business enterprise, then the MFBE-owner has failed to carry her/his burden of proof concerning control, even though s/he may participate significantly in the business enterprise's activities.

Eligible project shall mean:

(1) Any Developer contract or project "value" that is executed in connection with the development, construction, management and/or operation of the Maritime Park Project in the City of Pensacola.

(2) For purposes of this EBO Program, contract or project "value" shall mean either the expenditure of funds by the Developer, or the generation of revenue for the Developer by a contractor as a direct result of a Developer contract.

Female business enterprise (FBE) shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function, and which is owned and controlled by one or more females.

GCAACC shall mean the Gulf Coast African American Chamber of Commerce in the City of Pensacola.

Joint venture shall mean an association of two or more persons, partnerships, corporations, or any combination of them, established to carry on a single business activity that is limited in scope and duration. The agreement establishing the joint venture, partnership or other multi-entity relationship shall be in writing. Further,

participation in a joint venture shall be based on the sharing of real economic interest in the venture and shall include proportionate control over management, interest in capital acquired by the joint venture and interest in earnings.

Latino shall mean persons with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race.

Latino Business Enterprise (LBE) shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function, and which is owned and controlled by one or more Latino individuals. For purposes of this EBO Program alone, references to racial ownership of businesses shall include LBEs.

Minority and female business enterprise (MFBE) shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and which is owned and controlled by one or more African Americans, Latinos, Asians, Native Americans, or females, or a combination thereof.

Native American shall mean persons having origins in any of the original people of North America, including American Indians, Eskimos and Aleuts.

Native American Business Enterprise (NABE) shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and which is owned and controlled by one or more Native Americans.

North American Industry Classification System (NAICS) Code shall mean the standard code that classifies industries by the type of activity in which such industries are primarily engaged.

Owned or ownership. In determining whether a potential MFBE is owned by one or more African Americans, Latinos, Asians, Native Americans, or females, Developer will consider all of the facts in the record, viewed as a whole, including without limitation the following:

- (1) Developer shall deem the owner of a business enterprise to be whoever possesses at least 51 percent of the business enterprise. There may be more than one owner.
 - (a) In the case of a corporation, such individual(s) must possess at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.
 - (b) In the case of a partnership, such individual(s) must possess at least 51 percent of each class of partnership interest. Such ownership must be reflected in the business enterprise's partnership agreement.
 - (c) In the case of a limited liability company, such individual(s) must possess at least 51 percent of each class of member interest.
- (2) All securities which constitute ownership of an entity for purposes of establishing it as an AABE, HBE, ABE, NABE or FBE must be held directly by African American, Latino, Asian, Native American or female individuals or by

AABEs, HBEs, ABEs, NABEs or FBEs. No securities held in trust or by any guardian for a minor shall be considered held by African Americans, Latinos, Asians, Native Americans or females in determining the ownership or control of a corporation.

(3) Ownership shall be measured as though not subject to the community property interest of a spouse if both spouses certify that only one spouse owns the business and if such assertion is supported by the totality of the evidence considered by the Developer.

(4) Developer must find that the individual(s) ownership is real, substantial, and continuing, going beyond pro forma ownership of the business enterprise as reflected in ownership documents. The individual(s) must enjoy the customary incidents of ownership, and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.

Satisfactorily completed or satisfactory completion shall mean when all of the tasks called for in the subcontract have been accomplished and documented as required by the Developer. When the Developer has made an incremental acceptance of a portion of a prime contract, the work on a subcontractor covered by the acceptance is deemed to be satisfactorily completed.

Supplier shall mean a warehouse or manufacturer of materials, supplies or equipment which contracts directly with a bidder to provide such materials, supplies or equipment on an eligible project which involves a trade or service. For purposes of measuring the total contract dollars awarded or paid to suppliers on eligible projects, only amounts paid to suppliers of goods customarily and ordinarily used based upon standard industry or trade practices shall be counted.

Section 3.0. Statement of policy.

It is the policy of the CMPA to promote full and equal business opportunity for all persons doing business with the Developer. The Developer must ensure that firms seeking to participate in contracting and procurement activities with the Developer are not prevented from doing so on the basis of the race or gender of their owners. The Developer is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the Developer, the Developer and the CMPA have developed an equal business opportunity program.

Section 4.0. Duties of Developer, the CAC and the Program Partners.

Under this EBO Program, the Developer shall have the following authority and duties for the encouragement of non-discrimination in Developer contracting and the implementation of the equal business opportunity program under this EBO Program which shall be subject to review and audit by the CAC:

- (1) Administration and enforcement of this EBO Program.
- (2) Establishment of written procedures, informal guidelines, and forms as may be necessary to effectuate this EBO Program.
- (3) Monitoring compliance with the requirements of this EBO Program.
- (4) Certification of businesses as AABEs, HBEs, ABEs, NABEs and FBEs in accordance with the standards set forth in this EBO Program.
- (5) Development of databases to be maintained as a public record of certified AABEs, HBEs, ABEs, NABEs and FBEs.
- (6) Ensuring compliance with requirements for mentor-protégé or joint venture arrangements under section 6.0 and section 7.0, as applicable.
- (7) Investigation of alleged violations of this EBO Program, and the issuance of written statements following any determination of such investigation, stating the reasons therefore and any penalty to be imposed.
- (8) Determination of whether any of the penalties set forth in section 9.0 should be applied to a business.
- (9) Provision to business entities of all forms, applications, documents and papers necessary to comply with this EBO Program.
- (10) Provision of information to potential bidders which shall include names and contact information of certified MFBs for each eligible project, to reinforce and support outreach efforts by potential bidders.
- (11) Notification to the chief procurement officer of any determination of non-responsiveness regarding the requirements of this EBO Program, and of any appeal from any such determination.
- (12) Monitoring, for data gathering and informational purposes, utilization of MFBs on eligible projects.
- (13) Maintenance of documents, forms, records or data regarding this program as provided in this EBO Program, including: (a) documents, forms, records or data regarding the dollar amounts subcontracted to or expended for services performed by subcontractors and suppliers on eligible projects, including the race and gender ownership of each subcontractor and supplier; and (b) documents, forms, records or data regarding certified AABEs, HBEs, ABEs, NABEs and FBEs.
- (14) Development and implementation of outreach and assistance programs to promote equal contracting opportunities for all businesses that wish to do business with the Developer, in accordance with section 10.0.

Section 5.0. Equal business opportunity subcontracting program.

(a) Program requirements.

- (1) All bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of bid opening, or upon request by Developer. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a Developer contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those

owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the Developer to the extent of their availability, capacity and willingness to compete.

(2) Developer will review information submitted by bidders pertaining to efforts to promote opportunities for diverse businesses, including MFBES, to compete for business as subcontractors and/or suppliers. A bidder is eligible for award of a Developer contract upon a finding by Developer that the bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Developer shall set forth in the solicitation documents for the eligible project the availability of businesses, including certified MFBES within the relevant NAICS Codes for such eligible project.

(b) *Determination of non-discrimination during bid process.* No bidder shall be awarded a contract on an eligible project unless the Developer determines that the bidder has satisfied the non-discrimination requirement of this section 5.0 on such eligible project. Accordingly, each bidder shall submit with each bid the following:

(1) *Covenant of non-discrimination.* Each bidder shall submit with her/his bid a covenant of non-discrimination in such form as directed in the solicitation document by the Developer.

(2) *Outreach efforts documentation.* Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBES, as subcontractors or suppliers on the eligible project. The Developer shall set forth in the solicitation document the documents that a bidder may submit to demonstrate its outreach efforts, and such documentation may include, without limitation, evidence of the following:

- a. The bidder contacted the Developer, the CAC, other private sector and government entities, or local MFBE organizations, to identify available businesses to work on the eligible project, including certified MFBES, regardless of race, gender or ethnicity.
- b. The bidder placed notices of opportunities for qualified businesses to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically targeted to MFBES, or communicated such notices of opportunities via the Internet or by other available media or means.
- c. The bidder submitted invitations to bid for work on the eligible project to qualified businesses, including certified MFBES, regardless of race, gender or ethnicity.
- d. The bidder included in such notices and invitations a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
- e. The bidder promptly responded to inquiries, provided necessary physical access and time for interested businesses to fully review all

necessary bid documents, and otherwise provided information, access and time necessary to allow all interested businesses to prepare bids and quotes, regardless of race, gender or ethnicity.

f. The bidder considered, or hired, or otherwise utilized qualified and available businesses on the eligible project, including certified MFBEs, regardless of race, gender or ethnicity.

g. For each business which contacted or was contacted by the bidder regarding subcontracting or other services on the eligible project, but was not contracted with or otherwise utilized on the eligible project, the bidder shall provide a written statement setting forth the dates of such contacts, the nature of such contacts, and the reasons why an agreement was not reached regarding work to be performed on the project. The bidder shall maintain all written documents reflecting such contacts, including bids, quotes and proposals.

(3) *Subcontractor project plan.* Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the Developer and the CAC, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, HBE, ABE, NABE, or FBE certification number of each business, and any other information requested by the Developer. In order for the Developer to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the Developer prior to the bidder's submission of the bid.

(c) *Developer review of bidder submissions.* The Developer shall determine whether a bidder has satisfied the non-discrimination requirement of this section 5.0 based on its review of the covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a bidder to determine whether the bidder has satisfied the good faith efforts requirement of this section, the Developer will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform commercially useful functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such eligible project.

(1) *Receipt of complaint of discrimination in the bid process.* The Developer and the CAC shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the Developer, the CAC may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events,

incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the EBO Program.

(2) *Determination of violation of EBO process.* Where the CAC investigates a complaint of discrimination that is related to the specific bid process, as described in subsection 5.0(3)(a) above, the details of that investigation, including findings, shall be recorded and maintained in the CAC database.

(3) *CAC determination of non-responsiveness.* When, based upon the totality of the circumstances, the CAC determines that a bidder has been non-responsive to the EBO requirements of a Developer bid solicitation, the director of the CAC shall present a written determination of non-responsiveness to the chief procurement officer which states the determination and lists the reasons for the determination.

(d) *Equal business opportunity subcontracting program bid process.* The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by the Developer in the solicitation document must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

(e) *Contract progress.* The Developer shall require contractors on eligible projects to complete and submit to Developer documentation regarding their utilization of MFBEs, along with all other pertinent records required by Developer. Said documentation shall be in a format that is established by the Developer and the CAC. These records will be submitted to Developer and CAC monthly. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the Developer. A written letter to the director of the Developer requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

(f) *Database.* The Developer will maintain a database identifying MFBEs on behalf of the Developer and the CAC that will include the types of services provided by the business enterprise and contact information for the business enterprise. A list from the database will be made available to the Developer and bidders to assist them in their efforts to meet the requirements of the equal business opportunity subcontracting program. The list prepared from the database will specify which firms the Developer and the CAC has determined to be certified minority and female business enterprises, in accordance with the definitions for MFBEs as defined in Subsection 2.0. This list is not exhaustive.

(g) *Minority and female business enterprise utilization.* To ensure that the equal business opportunity subcontracting program achieves its purpose, the Developer will verify the MFBE certification status of each firm claiming such designation. Only certified MFBEs may be designated in reports as MFBEs for purposes of Developer

projects. The percentage of MFBES utilized by a bidder will be calculated by dividing the MFBE's price for providing direct labor or a bona fide service by the bidder's total dollars as identified in the bid.

(h) *Equal business opportunity program compliance, monitoring and audit.* The CAC and the CMPA reserve the right to conduct an audit of a bidder's work on an eligible project to confirm the bidder's compliance with this equal business opportunity subcontracting program, including without limitation compliance with the covenant of non-discrimination, the outreach efforts documentation, and the subcontractor project plan.

(i) *Prohibition against discrimination and reporting allegations.* With regard to the Project, bidders shall prohibit discrimination against any person or business on the basis of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, disability, age, national origin, political affiliation, gender identity, or racial profiling. Bidders shall develop a written policy statement that shall be approved by the CAC and distributed to all employees. Bidders shall conduct their contracting and purchasing programs so as to prohibit any discrimination and to resolve all allegations of discrimination. The Developer and the CAC shall review and investigate all allegations of discrimination which claim that prohibited forms of discrimination have occurred. Allegations of discrimination that are determined to have merit may be subject to penalties decided upon by the CAC in consultation with the initiating department.

(j) *Penalties.* Breach of the equal business opportunity subcontracting program by a bidder shall be subject to any or all of the penalties set forth in section 9.0 below.

Section 6.0. Requirements for mentor-protégé relationships.

(a) The Developer shall encourage, where economically feasible, establishment of mentor- relationships to ensure prime contracting opportunities for all businesses, including certified MFBES on eligible projects.

(b) Based upon the scope of work and market availability, the Developer shall determine on a project-by-project basis on all eligible projects valued over \$1,000,000.00 whether good faith efforts to enter into a mentor- relationship shall be required for such eligible project. On such eligible projects in which good faith efforts to enter into a mentor- relationship are required, no bid shall be accepted unless submitted by a mentor- team, unless the Developer has determined that good faith efforts to enter into a mentor- relationship have been demonstrated. The CAC shall determine whether good faith efforts to enter into a mentor- relationship have been adequately demonstrated based on a review of relevant facts, documents and circumstances.

(c) On such eligible projects in which good faith efforts to enter into a mentor- relationship are required, the mentor and team members must have different race ownership, different gender ownership, or both. MFBE members of the mentor- team

must be certified as such by the Developer, and the mentor- team shall include in its bid submittal the MFBE certification number of each MFBE team member.

(d) As to each mentor- relationship under this section, a written mentor- agreement must be completed by both parties to the mentor- relationship and executed before a notary public, which clearly delineates the rights and responsibilities of the mentor and protégé, complies with any requirements of the CAC as set forth in bid documents or otherwise, and provides that the mentor- relationship shall continue for, at a minimum, the duration of the project.

(e) The Developer shall review and approve all contractual agreements regarding the terms and provisions of the mentor- relationship prior to the award of a contract on an eligible project to the mentor- team. Mentor- teams may submit agreements for pre-approval no later than 14 calendar days prior to the date set for receipt of bids on an eligible project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an eligible project. A bid submitted by a mentor- team that does not include a satisfactory written mentor- agreement in accordance with the requirements of this section shall be deemed non-responsive and rejected.

(f) During the term of the contract the mentor and businesses must each provide to the Developer a quarterly summary of the mentor skills provided to the protégé, which shall include:

- (1) The time spent between mentor and businesses in furtherance of the mentor-relationship;
- (2) The nature and extent of managerial, technical, financial and/or bonding assistance provided;
- (3) A summary and explanation of any projects bid on or undertaken by the mentor- team in the private sector or for a governmental entity other than the Developer; and
- (4) Any additional or further information required by the Developer as set forth in bid documents or otherwise.
- (5) No officer, director, employee or member of the mentor- team shall be allowed to bid or otherwise participate independently on a contract where the mentor- team is bidding or otherwise participating.
- (6) Each member of the mentor- team shall provide the Developer and the CAC access to review all records pertaining to mentor- agreements before and after the award of a contract in order to reasonably assess compliance with this EBO Program.
- (7) Penalties for noncompliance. Any responsible bidder who fails to comply with this section shall be subject to any or all of the penalties contained in section 9.0.

Section 7.0. Requirements for joint ventures.

(a) The Developer shall encourage, where economically feasible, establishment of joint ventures to ensure prime contracting opportunities for all businesses, including certified MFBEs, on eligible projects.

(b) Based upon the scope of work and market availability, the Developer shall determine on a project-by-project basis on all eligible projects valued over \$1,000,000.00 whether good faith efforts to enter into a joint venture shall be required for such project. On such projects in which good faith efforts to enter into a joint venture relationship is required, no bid shall be accepted unless submitted by a joint venture, unless the Developer has determined that good faith efforts to enter into a joint venture have been demonstrated. The CAC shall determine whether good faith efforts to enter into a joint venture have been adequately demonstrated based on a review of relevant facts, documents and circumstances.

(c) On such eligible projects in which good faith efforts to enter into a joint venture relationship is required, the joint venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the joint venture must be certified as such by the Developer, and the joint venture team shall include in its bid submittal the MFBE certification number of each MFBE joint venture member.

(d) As to each joint venture under this section, a written joint venture agreement must be completed by all parties to the joint venture and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner, complies with any requirements of the CAC as set forth in bid documents or otherwise, and provides that the joint venture shall continue for, at a minimum, the duration of the project.

(e) The Developer shall review and approve all contractual agreements regarding the terms and provisions of each joint venture relationship prior to the award of a contract on an eligible project to the joint venture, including agreements pertaining to:

- (1) The initial capital investment of each venture partner;
- (2) The proportional allocation of profits and losses to each venture partner; no M/FBE venture partner's liability should ever exceed said partners percentage of revenue earned while a participant in the joint venture.
- (3) The sharing of the right to control the ownership and management of the joint venture;
- (4) Actual participation of the venture partners on the project;
- (5) The method of and responsibility for accounting;
- (6) The method by which disputes are resolved; and
- (7) Any additional or further information required by the Developer as set forth in bid documents or otherwise.

Joint ventures may submit agreements for pre-approval no later than 14 calendar days prior to the date set for receipt of bids on an eligible project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an eligible project. A bid submitted by a joint venture that does not include a satisfactory written joint venture

agreement in accordance with the requirements of this section shall be deemed non-responsive and rejected.

(f) The joint venture, and each member of the joint venture, shall provide the CAC access to review all records pertaining to joint venture agreements before and after the award of a contract in order to reasonably assess compliance with this EBO Program.

(g) Penalties for noncompliance. Any responsible bidder who fails to comply with this section shall be subject to any or all of the penalties contained in section 9.0.

Section 8.0. Mediation of disputes between joint venture and mentor- team members and prime and subcontractors.

(a) If, after the award of a contract to a joint venture or mentor- team, any member of the joint venture or mentor- team believes that the terms and conditions of the agreement as approved by the Developer have not been complied with, then such member may seek review and mediation of such agreement before the CAC. The request for review must be made in writing.

(b) If, after the award of a contract, a dispute arises between the prime contractor and a subcontractor regarding performance of work or provision of services or supplies on the eligible project, then such prime contractor or subcontractor may seek review and mediation of the issue before the CAC. The request for review must be made in writing. If the dispute involves an alleged violation of the Developer's prompt payment requirement, as set forth below, the contractor, subcontractor and the Developer shall proceed as is set forth in section (c).

(c) Within 20 calendar days of receipt of a request for review, if the dispute has not already been resolved informally among the parties, the director shall set a mediation date, and the director shall provide written notice of the mediation date to each of the interested parties.

(d) The CAC shall have authority to make recommendations in an attempt to resolve the dispute.

(e) In the event that the mediation with the CAC does not resolve all disputes, the CAC shall have the option of referring mediation proceedings to a qualified outside mediator, contingent upon the consent of the interested parties.

Section 9.0. Penalties for noncompliance.

If the Developer or a contractor fails to comply with any portion of this EBO Program, and whose failure to comply continues for a period of 30 calendar days after the Developer or contractor receives written notice of such noncompliance from the CAC to

the CMPA, the Developer or contractor shall be subject to any or all of the following penalties:

- (1) Withholding of ten percent of all future payments for the eligible project until the CAC determines that the contractor is in compliance with this EBO Program.
- (2) Withholding of all future payments under the eligible project until it is determined that the contractor is in compliance with this EBO Program.
- (3) Cancellation of the eligible project.
- (4) Refusal of all future contracts or subcontracts with the CMPA for a minimum of one year and a maximum of five years from the date upon which this penalty is imposed.

Section 10.0. Outreach and assistance to subcontractors by the Developer.

To ensure that opportunities to participate on Developer contracts are available to the widest feasible universe of interested, available and qualified businesses, the Developer shall develop and implement a written comprehensive outreach program aimed at increasing business participation in the Developer's contracting and procurement process. This program may include, without limitation, any or all of the following:

- (1) The Developer may disseminate at community events, trade shows, and other appropriate business functions, and publish at regular intervals, in print and in electronic media (including publications or electronic media targeted to MFBES and small businesses) information describing the equal business opportunity program, the small business opportunity program, and the functions of the CAC. In addition, the Developer may disseminate information in print and/or electronic form, may provide individualized counseling, and/or may conduct seminars regarding the certification process.
- (2) The Developer may establish a procedure to engage in continuous recruitment and outreach efforts directed at business assistance organizations to increase the pool of businesses available to do business with the Developer. The Developer may identify suppliers through business development organizations and participation at various trade shows, supplier diversity groups and work with various national and local supplier development counsels and organizations.
- (3) The Developer may disseminate at community events, trade shows, and other appropriate business functions, and publish at regular intervals, in print and in electronic media information identifying ongoing contracting opportunities with the Developer, and providing contact information by which businesses may obtain additional information from the Developer. Developer will provide this information in languages other than English, where appropriate. To the extent feasible, the Developer may enter into arrangements to share data regarding upcoming Developer projects, and subcontracting opportunities on the projects, with other businesses and agencies or jurisdictions in the Pensacola Region.
- (4) The Developer may assist businesses in submitting bids for eligible projects by disseminating information in print or electronic form, by providing individualized counseling, and/or by conducting seminars regarding the process for submitting a bid on a Developer project. The Developer may sponsor "How to do business with the Developer" seminars and invite a wide array of businesses.

(5) The Developer may actively encourage businesses to attend the pre-bid conferences, providing face-to-face and one-on-one meeting opportunities with employees of the Developer within the divisions and departments that are involved with the contracting and procurement process. The Developer may establish and implement training and awareness programs with the employees of the Developer's user departments to educate them with regard to increasing utilization of a wide array of businesses.

(6) The Developer may provide information and advice to the department of procurement regarding the effectiveness of current bidding procedures in facilitating bidding on eligible projects by the widest feasible universe of interested businesses. This information may include suggestions regarding how to arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of all interested businesses. In this regard, the CAC may provide and encourage feedback from contractors and subcontractors regarding every aspect of the Developer's procurement process and may establish a system to allow for anonymous comments to be sent through the mail.

(7) The Developer may create workshops for businesses located within the Developer on how to compete in the private sector, including advice on marketing, soliciting, and preparing a bid. The Developer may establish a program which will incorporate business and entrepreneurial training and assistance mentoring, matchmaking, individual consulting and regular training workshops and seminars. To accomplish the same, Developer may reach out to and collaborate with regional higher educational institutions.

(8) The Developer may develop communications and other written materials that are meant to encourage and provide information to contractors to increase their utilization of subcontractors. In addition, Developer may sponsor networking events that allow businesses to meet each other and that create an opportunity for contractors to discuss with subcontractors upcoming needs.

(9) The Developer may develop a resource directory to be provided to interested businesses, with information regarding assistance in bonding and financing, financial management, accounting, construction management and technical assistance.

(10) The CAC may work with existing service providers in the Pensacola Region:

- a) Develop a technical assistance program to prepare small businesses to compete for specific contracts;
- b) Implement and monitor a supportive services program to develop and improve immediate and long term business management, record keeping and financial and accounting capability for businesses;
- c) Develop and provide services to help businesses improve their long term development, increase their opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve self sufficiency;
- d) Establish a program to assist new, start-up or emerging businesses; and

e) Assist businesses in developing their capability to utilize emerging technology and conduct business through electronic media.

(12) The Developer may create and maintain records on all subcontractor participation on Developer projects. The CAC may perform investigations regarding the actual utilization of subcontractors during the term of the contract as compared with the anticipated use of subcontractors at the time of bid submittal. Subcontractors shall report the amount of work they anticipate performing on the contract and will report the actual work performed and the amount billed. The CAC will allow subcontractors to confirm the status of their subcontracts and the payments received thereunder.

(13) The Developer may continue to develop its website to provide general information on doing business with the Developer, on the bid process, on how to get certified, to provide a calendar of events, bid lists, bid status reports, to post solicitation notices, and to provide downloadable forms and other appropriate information. In addition, contractors that have been awarded Developer contracts may be posted on the website to allow businesses to target their marketing efforts to contractors that have worked or are working with the Developer.

(14) The CAC shall establish a mechanism by which a business can file an administrative complaint with the Developer if it believes a prime contractor or the Developer is discriminating in the award of contracts or subcontracts.

(15) The Developer is authorized to offer special ADA Title III training to contractors, subcontractors, the Contractor Academy and other relevant parties regarding the obligations of employers to reasonably accommodate persons with disabilities who seek employment, or who are employed on all jobs relating to the Project.

(16) The Developer is authorized to develop and implement such other and further outreach activities and programs as the CAC may from time to time recommend. From time to time an overall evaluation of the effectiveness of the program with regard to non-discrimination in contracting shall be conducted. Appropriate changes to the measures and programs based on the results of the evaluations will be implemented.

Section 11.0. Prompt payment of subcontractors.

Contractors awarded Community Maritime Park Project contracts shall ensure the prompt and full payment of any subcontractors working on the contract.

(1) Every contract by the Developer for the performance of work shall contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments. A contractor is required to pay subcontractors or suppliers funds due from progress payments within three business days of receipt of payment from the Developer. During the contract and upon completion of the contract, the Developer may request documentation to certify payment to subcontractors or suppliers. This subsection in no way creates any contractual relationship between any subcontractor and the

Developer or any liability on the Developer for contractor's failure to make timely payment to the subcontractor.

(2) A contractor who fails to ensure the prompt and full payment of subcontractors shall be subject to the penalties set forth under section 9.0.

(3) In the event of a good faith dispute regarding the amount of payment due to a subcontractor, contractor and subcontractor shall attend a binding arbitration within seven days of notice by the CAC in order to resolve any payment disputes. If the arbitrator determines that the subcontractor is entitled to payment under the subcontract, contractor shall be required to pay the subcontractor within three business days of the arbitrator's decision. In the alternative, the contractor and subcontractor may utilize alternative dispute resolution mediation mechanism.

(4) The Developer is authorized to make a determination that the interests of the Developer are best served by issuing joint checks to resolve a dispute between vendors and suppliers, prime and subcontractors or sub-consultants, mentors and protégés, or joint venture partners. In such circumstances, the Developer will issue a written request to the chief financial officer to issue two checks, in amounts deemed by the Developer to be equitable. The department of finance will issue these checks exclusively to the Developer.

Section 12.0. Reports by the Developer.

(a) The Developer shall cause to be issued periodically, but no later than 30 days after the effective date of this EBO Program, reports on the operation of this EBO Program. The director shall be authorized to contract with or retain outside consultants or experts in connection with preparing a report and to assist in assembly, review and analysis of data necessary to prepare such report.

(b) The CAC shall provide to such consultants or experts such records in its custody as may be necessary to evaluate the operation of this EBO Program and the extent to which the purposes of this EBO Program are accomplished. A report shall include any findings or recommendations regarding the economic opportunities available to AABEs, HBEs, ABEs, NABEs and FBEs in the Pensacola Region and any recommendations regarding changes to this EBO Program or the enactment of any additional programs, procedures or strategies to better effectuate the purposes of this EBO Program.

(c) Reports issued under this section shall be delivered to the mayor, city council, CMPA and to the Developer, a copy of any report(s) shall be maintained at the CAC for review, and copies shall be made available to the general public upon written request.

Section 13.0. CAC's role in dispute resolution.

All actions taken by the CAC to ensure the fair and equitable treatment of subcontractors or joint venture/mentor protégé partners working on Developer projects or seeking work on Developer projects are done pursuant to the Developer's non-discrimination policy and shall not be construed as the CAC taking a position as to the merits of the dispute nor creating any privity of contract between the Developer and any contractor or

subcontractor. Further, no contractor working on a Developer project or seeking work from the Developer shall have any claim against the CAC for any actions taken to ensure the fair and equitable treatment of subcontractors working on Developer projects or seeking work on Developer projects.

Section 14.0. Severability of EBO Program Provisions.

If any provision of this EBO Program or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this EBO Program which can be given effect without the invalid provisions or applications, and are to this end declared to be severable.

Section 15.0. Dispute Resolution

In the event of any dispute arising out of or in any related to this Agreement, or any of the transactions or occurrences described or contemplated herein, the parties shall be obligated to follow the following dispute resolution procedures:

(a) First, the parties shall attempt to negotiate a resolution of the dispute by direct discussions. Such negotiation shall be initiated by written demand by one party to another, and the negotiations may occur with or without counsel, as the parties elect.

(b) Second, in the event that any dispute is not resolved under paragraph (a) within three weeks of written demand for negotiation, the parties shall mediate the dispute under the statutes and rules governing mediation in the state of Florida. The parties shall first attempt to select a mediator by mutual agreement. Any mediator selected, or sought to be appointed as provided below, shall be a mediator certified by the Supreme Court of Florida to mediate civil cases. If they cannot do so within thirty (30) business days following the expiration of the ninety (90) day negotiation period, the parties shall petition the then Chief Judge of the First Judicial Circuit of Florida to appoint an appropriate mediator. Such mediation shall be without prejudice to further voluntary or court-ordered mediation in the event it is unsuccessful. The costs of obtaining the appointment of a mediator, the fees and expenses of the mediation, or any other cost or charge of the mediation shall be borne equally by the parties, unless otherwise agreed.

(c) If any dispute is not resolved pursuant to the foregoing process, either party may resort to any other judicial or non-judicial remedies available to them under this Agreement and applicable law.

Section 16.0. Assignments.

The Developer shall not have the right to assign its rights and obligations under this Agreement with the prior written consent of CMPA, which shall not be unreasonably withheld.

Section 17.0. Successors and Assigns.

The terms herein contained shall bind and inure to the benefit of CMPA, and its successors and assigns, and the Developer, and its successors and assigns, except as may otherwise be specifically provided herein.

Section 18.0. Notices.

(a) All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by courier service, or by hand delivery to the office for each party indicated below and addressed as follows:

To CMPA: Community Maritime Park Associates, Inc.
c/o Lacey A. Collier, Chairman/Trustee
3885 Durango Drive
Pensacola, FL 32504

Copy to: Edward P. Fleming
McDonald, Fleming Moorhead
25 W. Government Street
Pensacola, FL 32502-5813

To Developer: Maritime Park Development Partners, LLC
c/o Jeff Galt
85 NE Loop 410, Ste. 207
San Antonio, TX 78216

Copy to: Mark G. Lawson
Bryant Miller Olive, P.A.
101 N. Monroe Street, Ste. 900
Tallahassee, FL 32301

Copy to: _____

Pensacola, FL _____

(b) Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this

Section 19.1. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

Section 20.0. Severability.

If any term, provision or condition contained this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 21.0. Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by CMPA, GCAACC and the Developer, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by CMPA or the Developer, but by all equally.

Section 22.0. Venue; Submission to Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent, and agree that venue thereof is Escambia County, Florida.

(b) Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Escambia County and the courts thereof and to the jurisdiction of the United States District Court for the Northern District of Florida, for the purposes of any suit, action, or other proceeding arising out of or relating to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

Section 23.0. Complete Agreement; Amendments.

(a) This Agreement, and all the terms and provisions contained herein, including without

limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) Any provisions of this Agreement shall be read and applied *in para material* with all other provisions hereof.

(c) This Agreement cannot be changed or revised except by written amendment signed by all parties hereto.

Section 24.0. Captions.

The article and section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

Section 25.0. Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City, it shall be postponed to the next following business day.

Section 26.0. Exhibits.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto shall be treated as if they are part of this Agreement.

Section 27.0. Not an Agent of City.

During the term of this Agreement, the Developer hereunder shall not be an agent of the City, with respect to any and all services to be performed by the Developer (and any of its agents, assigns, or successors) with respect to the Project.

Section 28.0. Recording of Agreement.

CMPA and the Developer agree that this Agreement shall be recorded in the public records of Escambia County, Florida, as soon as possible after execution thereof. CMPA shall pay the cost of such recording.

Section 29.0. Technical Amendments; Changes.

In the event that due to minor inaccuracies contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, or due to changes resulting from technical matters arising during the term of this Agreement, the parties agree that amendments to this Agreement required due to such inaccuracies, unforeseen events or circumstances which do not change the substance of this Agreement may be made and incorporated herein. In addition, as mutually agreed by the parties, this Agreement (including the Project design and layout) may be amended and restated to more effectively address the maturation of the Project, market conditions, challenges and opportunities, performance by the Project participants, and other extraneous factors.

Section 30.0. Term; Agreement Expiration Certificate.

(a) The term Agreement shall run concurrently with the – the Development Agreement (Community Maritime Park Project) and the Master Sub-Lease (Community Maritime Park) executed on _____, 2009 between CMPA and the Developer – which set forth CMPA's and the Developer's respective duties and responsibilities pertaining to the development of real property for a project known and referred to as the Community Maritime Park or the Project (as hereinafter defined) and terminate on the date specified in the Agreement Expiration Certificate as described below.

(b) Upon completion of the term of this Agreement, all parties hereto shall execute the Agreement Expiration Certificate substantially in the form attached as Exhibit "B" hereto. The Agreement Expiration Certificate shall constitute (and it shall be so provided in the certificate) a conclusive determination of satisfactory completion of all obligations hereunder and the expiration of this Agreement.

(c) In the event of any dispute as to whether any party is required to execute the Agreement Expiration Certificate, the dispute shall be resolved as provided in Section 15.0.

Section 31.0. Effective Date.

Upon execution of this Agreement (and such of the Exhibits as are contemplated to be executed simultaneously with this Agreement by the authorized trustees of CMPA and by authorized representatives of the Developer following approval hereof by CMPA and the Developer, this Agreement (and any executed Exhibits) shall be in full force and effect in accordance with its terms and the Effective Date shall be the first day of the month in which all parties have executed same.

Section 32.0. Approvals Not Unreasonably Withheld.

The parties hereto represent that it is their respective intent as of the Effective Date and do covenant and agree in the future that all approvals, consents, and reviews will be undertaken and completed as expeditiously as possible, in good faith, and will not be

arbitrarily or unreasonably withheld, unless otherwise expressly authorized by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

[SIGNATURES ON FOLLOWING PAGES]

Executed and delivered
in the presence of:

COMMUNITY MARITIME PARK ASSOCIATES, INC., a Florida not-for-profit corporation

By: 
Lacey A. Collier, Chairman/Trustee

(Print Name)



(Print Name) EDWARD S. STEARS

(witnesses as to Lacey A. Collier)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2009, by Lacey A. Collier, chairman and trustee of Community Maritime Park Associates, Inc., a Florida not-for profit corporation. He is personally known to me or has produced a valid driver's license as identification.

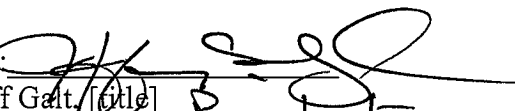
(SEAL)


Printed/Typed Name: Carla S. Smith
Notary Public - State of Florida
My Comm. Expires: June 8, 2013
Notary Comm. No. DD 884010

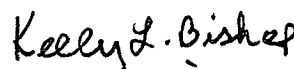
Notary Public-State of Florida
Commission Number:

Executed and delivered
in the presence of:

MARITIME PARK DEVELOPMENT PARTNERS, LLC, a Florida limited liability
company

By: 
Jeff Galt, [title] President

(Print Name)

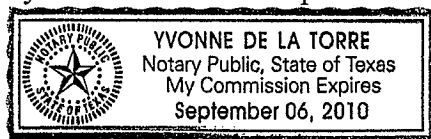

(Print Name) Kelly Bishop

(witnesses as to JEFF GALT)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21 day of ^{August} 2009, by Jeff
Galt, of Maritime Park Development Partners, LLC, a Florida limited liability company.
He is personally known to me or has produced a valid driver's license as identification.

(SEAL)



Printed/Typed Name: Yvonne De La Torre
Notary Public-State of Florida TEXAS
Commission Number:

MARITIME PARK DEVELOPMENT PARTNERS, LLC, a Florida limited liability
company

By:
_____, [title]
(Print Name)

(Print Name)
(witnesses as to _____)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

EXHIBIT "A"

Project Site Legal Description

THAT PORTION OF THE WATERFRONT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE OFFICIAL MAP OF WATERFRONT DRAWN BY WILLIAM GALT CHIPLEY IN 1889 AND REVISED IN 1890, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MAIN STREET (R/W VARIES), BEING 210 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DEVILLIERS STREET (50' R/W); THENCE SOUTH AND PARALLEL TO SAID DEVILLIERS STREET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH FACE OF A CONCRETE SEAWALL; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG SAID SEAWALL, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF SAID SEAWALL AND SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3, OLD CITY TRACT; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE OF PENSACOLA BAY; THENCE EASTERLY ALONG SAID MEAN HIGH WATER LINE TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF PARCEL "C", PORT ROYAL PHASE II, AS RECORDED IN PLAT BOOK 15, PAGE 98, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF SAID WEST LINE OF SAID PARCEL "C" TO THE NORTH LINE OF SAID PARCEL "C"; THENCE EASTERLY ALONG SAID NORTH LINE OF SAID PARCEL "C" TO THE WEST RIGHT-OF-WAY LINE OF PORT ROYAL WAY (PRIVATE DRIVE), AS RECORDED IN O. R. BOOK 1749, PAGE 253-254, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MAIN STREET TO THE POINT OF BEGINNING.

SUBJECT TO AN EXISTING DRAINAGE AND PUBLIC RIGHT-OF-WAY EASEMENT IN THE APPROXIMATE LOCATION OF THE SOUTHERLY EXTENSION OF THE SPRING STREET RIGHT-OF-WAY (R/W VARIES) AS LOCATED NORTH OF MAIN STREET.

EXHIBIT "B"

**Community Maritime Park
Agreement Expiration Certificate**

Pursuant to Section 18.17 of the Development Agreement (Community Maritime Park) between Community Maritime Park Associates, Inc. ("CMPA"), and Maritime Park Development Partners, LLC (the "Developer") with an Effective Date of January __, 2009 (the "Contractor's Academy/Equal Business Opportunity Program Agreement"), the Developer does hereby certify to CMPA that the Contractor's Academy/Equal Business Opportunity Program Agreement has expired in accordance with its terms and does hereby request the City agree to such certification.

Accepted and Agreed to by:

**COMMUNITY MARITIME PARK ASSOCIATES, INC.
a Florida not-for-profit corporation**

By: _____
Authorized Representative

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this __ day of __, 200__, by _____, of Community Maritime Park Associates, Inc., a Florida not-for-profit corporation. He/she is personally known to me or has produced a valid driver's license as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

Accepted and Agreed to by:

**MARITIME PARK DEVELOPMENT PARTNERS, LLC,
a Florida limited liability company**

By: _____
Authorized Representative

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this __ day of , 200_, by _____, of Maritime Park Development Partners, LLC, a Florida limited liability company. He/she is personally known to me or has produced a valid driver's license as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____

CMPA Contractors Academy/Equal Business Opportunity Program Final Report



**Prepared By: George Hawthorne
Chief Executive Officer
251-504-7313
July 8, 2012**





August 13, 2012

Edward Spears
Executive Director
Community Maritime Park Associates
225 W. Main Street
Pensacola, Florida 32501

RE: Final Report from the EBO Program Manager

Dear Mr. Spears,

As requested, the following report is provided to the CMPA as the final report regarding the CMPA Equal Business Opportunity Program pursuant the Agreement between the CMPA and Diversity Program Advisors, Inc. in its capacity as CMPA EBO Program Manager.

Firstly, I would like to thank the CMPA Board of Trustees for entrusting this most important program's management to Diversity Program Advisors since February of 2011. Secondly, I want to commend the CMPA for its insight and forward-thinking in the establishment of this program on behalf of the minority business enterprises that had the opportunity to participate in the construction of the Community Maritime Park.

Furthermore, I would like to extend sincere thanks to the courageous leadership of the CMPA Board of Trustees and CMPA staff for the diligence and hard work in establishing this historical EBO Program for the Community Maritime Park. I would also like to extend a sincere gratitude to Executive Director Ed Spears and Project Coordinator Nicole Ransom for their tireless efforts and hard work in making this EBO Program a success in the face of the many challenges presented to accomplishing this EBO Program coming from many internal and external sources of frustration.

This EBO Program would not have been possible without the dedication, professionalism and perseverance of former EBO Subcommittee Chairpersons Eddie Todd and Bentina Terry along with the leadership also provided for by CMPA Chairman Collier Merrill. I would also be remiss if I were not to include the efforts provided in the EBO Program Management by Tony McCray, Stephanie Powell and Phylesia Baldwin who made this program's implementation seamless and effective. The City and minority business enterprises throughout the area are better off because of your efforts.

Sincerely,

George Hawthorne

George Hawthorne
Chief Executive Officer



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CMPA EBO PROGRAM FINAL REPORT

EQUAL BUSINESS OPPORTUNITY PROGRAM BACKGROUND

A. CMPA and the City of Pensacola, Florida (the “City”), were parties to two agreements dated March 27, 2006 – the Master Development Agreement (Community Maritime Park Project) and the Master Lease (Community Maritime Park) – which set forth CMPA’s and the City’s respective duties and responsibilities pertaining to the development of real property for a project known and referred to as the Community Maritime Park or the Project.

B. With the City’s approval, CMPA conducted a two-stage competitive procurement (RFQ No. 2007- 02 and RFP No. 2007-03) to select a developer to act as CMPA’s primary agent in implementing CMPA’s vision of the Project, which culminated on August 22, 2008, with the trustees of CMPA voting to negotiate a Development Agreement with Maritime Park Development Partners (the “Developer”). The execution of that Development Agreement occurred on August 14, 2009.

C. Additionally, the Developer agreed to launch and sustain the Contractor’s Academy Equal Business Opportunity Program to fulfill the CMPA’s covenant with the Community and deliver on the commitment established by Community Maritime Park Associates to ensure the inclusion of minority and women owned businesses in the CMPA development. A binding legal document was executed simultaneously with the Development Agreement executed between CMPA and Developer.

D. The Contractor’s Academy/Equal Business Opportunity Program (“EBO Program”) goals were specific and aimed at attracting groups of minorities and women business enterprises: unskilled individuals seeking to learn a trade; skilled construction workers seeking to become subcontractors; and existing contractors and business owners seeking to expand their businesses. The EBO Program concentrated on finding potential MWBE contractors, vendors, consultants, sub-contractors and other MWBE businesses primarily in Escambia,, Santa Rosa and Okaloosa Counties in Florida secondarily in the wider Pensacola Region which includes Mobile County and Baldwin County, in Alabama .

E. The Developer also agreed to establish a Contractor's Advisory Council ("CAC") consist of relevant community and professional organizations to act in an advisory and supervisory role for the implementation of the provisions of the Contractor's Academy/Equal Business Opportunity Program outlined in this Agreement. This role was assumed by the CMPA's EBO Subcommittee in February 2011.

E. Developer was to provide funding in order establish, administer and implement the Contractor's Academy/Equal Business Opportunity Program and the Sub-Committee of Contract Compliance. Funding shall be in the amount of \$250,000 over the course of construction of the Project in cash and in-kind services. Additionally, Developer was to provide 25% of the Maritime Park's operating profits as measured by return on Private Improvement Project Costs in excess of 12% up to \$500,000 per year to assist in the ongoing operation of the Contractor's Academy/Equal Business Opportunity Program for the period of time that Developer owns the Private Improvements.

F. The Developer also agreed to cooperate and assist the CMPA and other community organizations to leverage the impact of the Community Maritime Park with other public and private urban development and investment programs that impact cultural tourism, the performing arts, education, technology, workforce development, business incubation, contractor training, affordable housing and other public/private initiatives to be developed within the Belmont/DeVilliers St. Historical Business District, the Westside Neighborhood and surrounding area.

G. The Developer also agreed to implement a hiring program that utilizes a "good faith effort" to provide local residents of Escambia County with the first opportunity for construction and permanent jobs with the goal of obtaining minority participation in percentages equal to or in excess of those specified in the CMPA Covenant with the Community.

H. The Developer also agreed to implement a hiring program that utilizes a "good faith effort" to provide local businesses with offices in Pensacola/Escambia County with the first opportunity for construction contracts and commercial tenant opportunities with the goal of obtaining minority participation in percentages equal to or in excess of those specified in the CMPA Covenant with the Community.

I. In December of 2010, the Developer abandoned and otherwise ceased to perform its responsibility, obligations and duty to develop, implement, manage, administer and operate pursuant to the terms and conditions of the EBO Agreement and on January 14, 2011, the Developer had its contract rescinded as the Master Developer of the Community Maritime Park.

J. In February of 2011, the CMPA desired to see that the duties of the Developer agreed to under the EBO Agreement were assumed without interruption and hired Diversity Program Advisors, Inc. as the EBO Program Manager to fulfill the Developer's obligations under the EBO Agreement. DPA and CMPA desired to amend the EBO Agreement in certain respects in order to more effectively implement, manage, administer and operate programs and policies under new amended terms and conditions of the EBO Agreement.

CMPA Equal Business Opportunity Program Goals.

The EBO Program was known as the "Contractor's Academy/Equal Business Opportunity Program." This program is described in the original EBO Agreement and amended and assumed Agreement between the CMPA and DPA. The EBO Agreements outlined the terms, conditions and obligations between the DPA and the Community Maritime Park Associates, Inc.

The EBO Agreement set "aspirational goals" related to the inclusion of minority and female business enterprises in the development, construction, management and operation of the Community Maritime Park Project.

The stated equal business opportunity "aspirational goals" for the Community Maritime Park Project included the "best efforts" inclusion of Minority/Female Business Enterprises in the procurement and awarding of contracts and/or eligible projects (as defined below) that are executed in connection with the development, construction, management and/or operation of the Community Maritime Park Project in the following minimum percentages:

1. 33.5% to African American Business Enterprises (AABE)
2. 2.3% to Asian Business Enterprises (ABE)
3. 2.9% to Latino business enterprises (HBE)
4. 0.6% to Native American Business Enterprises (NABE)
5. There were no percentage goals for Women-owned business enterprises (WBE)

EBO Program Management Team Members

In light of the CMPA's desire to continue operation of the EBO Program after the Developer's abandonment of the EBO Program, DPA decided that it was more prudent to select additional EBO Program "team" members consisting of consultants that had

actively participated in the EBO Program's previous Developer's EBO Program activities because they were "up to speed" with the EBO Program's operation. Accordingly, the EBO Program Manager interviewed and selected EBO team members based upon the EBO Program needs and requirements and their demonstrated experience with the EBO Program.

- a. Tony McCray – Community Outreach and CAC coordinator
- b. Stephanie Powell – Website, Public Relations and Administration
- c. Phylesia Baldwin/Darryl Embry/Gulf Coast African American Chamber of Commerce – Contractor Academy classes and contractor technical assistance programs.
- d. Minority Hiring Place/EJ Services – First Source Job Program "strategic partners" and staffing/financial assistance for local labor staffing.

DPA's EBO Program Development Tasks Completed

DPA was engaged as the CMPA Program Manager on the 2-11-11 CMPA Board of Trustees meeting. The following section of this report outlines the final compliance report of DPA management tasks regarding the implementation tasks and operational actions and outcomes accomplished by DPA:

2. DPA under the terms of the EBO Program Management contract was tasked with the duties of development and update of all program documents, policies, procedures and guidelines of the CMPA Equal Business Opportunity Program and to "re-launch" the EBO Program that was abandoned by the Developer.
3. DPA successfully produced and implemented the "updated" documents referred to above that includes the following:
 - a. DPA Policy Statement and Program Commitment
 - b. EBO PROGRAM OVERVIEW
 - c. GUIDELINES FOR EBO PROGRAM IMPLEMENTATION
 - d. EBO Bid Forms -- EBO FORMS 1-6
 - e. EBO FORM 7 -- Monthly Report
 - f. EBO Form 8 - MWBE CHANGE-SUBSTITUTION FORM
 - g. CMPA MWBE Certification Documents
 - h. CMPA EBO Program Outreach Program Guidelines
 - i. First Source Jobs Program Policy
 - j. FIRST SOURCE JOB AGREEMENT FORM 1
 - k. First Source Job Information -FORM 2

4. DPA successfully reviewed all of the legal contracts and the contractual terms between the CMPA and the Design-Builder, MAGI Construction and to determine the legal obligations of the Design Builder and the CMPA with respect to the EBO Agreement and the EBO.

Technical Assistance

5. EBO Program Manager **provided technical assistance to 25 minority contractors and prime subcontractors** in dealing with issues related to the EBO Program.
6. **Developed a detailed CMPA pay schedule memorandum** to explain the entire CMPA payment process and E-mailed all CMP subcontractors and Design-builder.
7. **Attended more than 30 subcontractor meetings held by Magi** and discussed EBO Program policies, procedures, guidelines and answer any questions as to reporting requirements and subcontractor concerns.
8. **Provided technical assistance to 6 MBE subcontractors** and assist with implementation of the EBO Program requirements to final construction items such as follows:
 - a. Scheduling
 - b. Open items related to scopes of work
 - c. Provide any relevant information from C.O.R. Team and CMPA Executive Director
 - d. Identify labor needs and EBO opportunities for M/WBE's
 - e. Means and methods assistance
 - f. Final Payment Issues
 - g. Release of retainage issues
 - h. Construction management
 - i. Minority subcontractor coordination w/ other trades
9. **Conduct technical assistance meetings as needed with minority contractors** to assist with field construction and project "close-out" administration.
10. **Reviewed payment process of the Design-Builder** and provided assistance to subs for payment updates.

CMPA/Design Builder Reporting

11. Attended in excess of 30 C.O.R. meetings, held by CMPA Executive Director, and discussed CMPA construction issues and EBO Program related issues. These C.O.R./Design-Builder design meetings and construction schedule meetings, held by CMPA Executive Director, are where we discussed CMPA construction issues and EBO Program related issues.
12. Attended in excess of 30 CMPA subcommittee meetings and CMPA related city council meetings to address various issues and EBO Program questions.
13. Attended meetings as requested by Executive Director to address various issues and EBO Program questions.
14. Corresponded with and informed CMPA Executive Director and Contract Compliance Officer as to EBO Program operations and issues as needed.
15. The Program Manager has had various meetings with prime subcontractors and MBE companies to discuss the opportunities upcoming and on-going at other public/private sector construction projects

Community Advisory Council Implementation Tasks Completed

1. DPA under the terms of the EBO Program Management contract was tasked with the **duties of implementation of the Contractors Advisory Council (“CAC”)** and to “re-launch” the CAC that was abandoned by the Developer.
2. **DPA successfully implemented the “reorganized” the CAC** and executed the following tasks:
 - a) Held CAC meetings in the month of April 2011 and May 2011.
 - b) Restructuring of the Community Advisory Council to develop diverse and experienced leadership to assist in the planning and implementation of the Comprehensive Operating Plan and CMP Community Outreach Program.
 - c) Expanded community outreach to involve more residents and stakeholders as advocates and volunteers for the Park’s successful operation;
 - d) Provided options for vending and business operators in the Park that are consistent with the strategic goals and intent of the “Covenant with the Community; and

- e) Provided the CMPA Subcommittees and Executive Director with the advice and resources needed to meet the challenge of operating the Community Maritime Park.
3. DPA convened the meetings of the CAC and discussed the EBO Program operations and the planning for the Park to assist the CMPA its mission past the construction phase and into the operations phase of the Park.
4. DPA under the terms of the EBO Program Management contract was tasked with the duties of implementation of the Community Advisory Council ("CAC") and to "re-launch" the CAC that was abandoned by the Developer. DPA successfully implemented the "updated" CAC "mission" by executing the tasks referred to above, however the operations of the CAC were suspended since 5-20-11 due to budget constraints of CMPA and the EBO Program Manager was forced to terminate the EBO Program Management team members listed above.

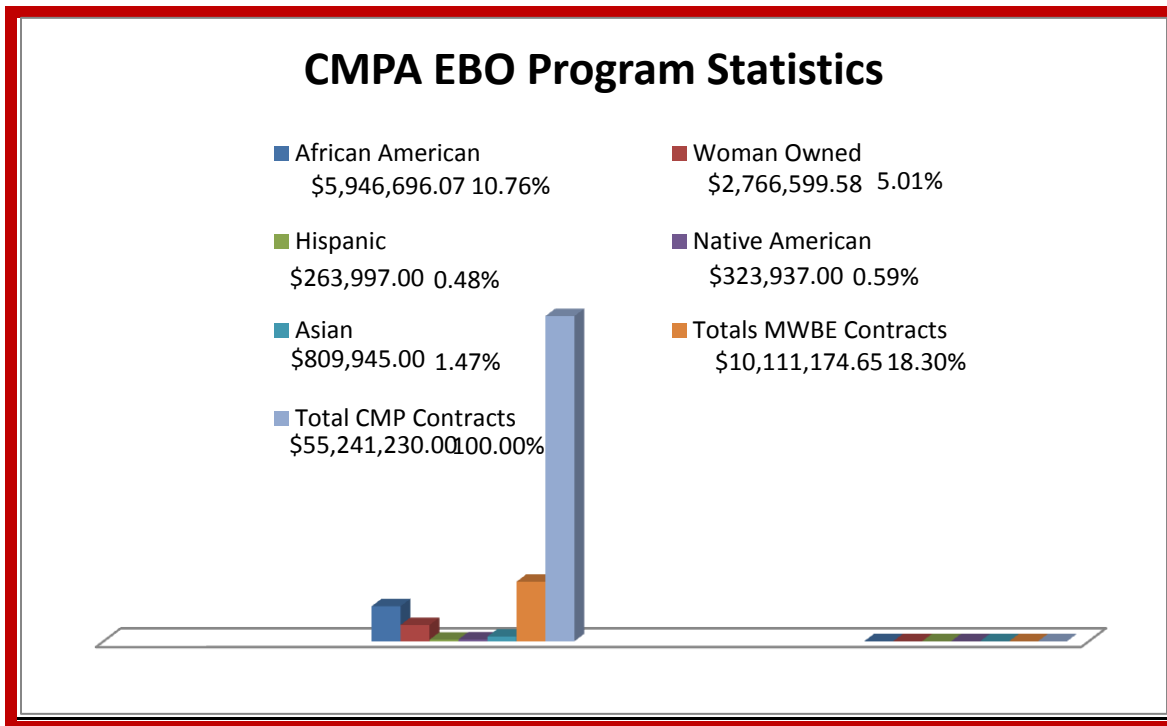
Compliance Review/Complaint Actions and Resolutions:

1. **Reviewed payment process of Hoar and providing assistance to subs for payment updates.**
2. **Resolved 1 formal complaint** from MWBE subcontractor.
3. **Resolved 3 Compliance Review** Inquiries regarding various EBO Program related issues.
4. **Resolved final formal complaint** related to a contractual dispute of unpaid claims against J.J. Morley Construction for work completed by Affordable Concrete and MHP/EJ Services resulting in a settlement agreement between the parties.
5. **The copies of all Complaints and Compliance Reviews were attached to previously submitted EBO compliance reports.**
6. The EBO Program Manager **enacted "proactive" measures to avoid many other potential Compliance Review/Complaint Actions** by conducting meetings with subcontractors to attempt to resolve disputes between themselves and discuss the EBO Program policies, procedures, guidelines and answer any questions as to reporting requirements and subcontractor concerns. EBO Program Manager provided assistance to minority contractors and prime subcontractor in dealing with issues related to the following:

- a. Payments and Contractual Administration
- b. Open items related to scopes of work
- c. Final Payment Issues
- d. Release of retainage issues
- e. Change Order Management

EBO Program Manager's EBO Program Statistical Reporting

Based upon the final EBO Program contract values as received from the CMPA and Magi and prepared by Nicole Ransome. The final M/WBE participation statistics are as follows:



The CMPA total contract values for M/WBE Participation in the CMP Project are as follows:

Total CMPA Contracts		
<u>Business Classification</u>	<u>Hard & Soft Costs</u>	<u>Percent</u>
African American	\$ 5,946,696.07	10.76%
Woman Owned	\$ 2,766,599.58	5.01%
Hispanic	\$ 263,997.00	0.48%
Native American	\$ 323,937.00	0.59%
Asian	\$ 809,945.00	1.47%
<u>Totals M/WBE Contracts</u>	<u>\$ 10,111,174.65</u>	<u>18.30%</u>
<u>Total CMPA Contracts</u>	<u>\$ 55,241,230.00</u>	<u>100.00%</u>

These total CMPA contract values for Hard and Soft Costs are as follows:

Construction and Soft Cost Statistics		
<u>Business Classification</u>	<u>Construction \$</u>	<u>Percent</u>
African American	\$ 5,800,393.00	12.78%
Woman Owned	\$ 2,623,296.00	5.78%
Hispanic	\$ 263,259.00	0.58%
Native American	\$ 323,937.00	0.71%
Asian	\$ 809,945.00	1.78%
Totals	\$ 9,820,830.00	21.64%
<u>Business Classification</u>	<u>Soft Costs \$</u>	<u>Percent</u>
African American	\$ 146,303.07	2.31%
Woman Owned	\$ 143,303.58	2.26%
Hispanic	\$ 738.00	0.01%
Native American	\$ -	0.00%
Asian	\$ -	0.00%
Totals	\$ 290,344.65	4.58%
Total Budget	\$ 55,241,230.00	
Magi Contract Amount	\$ 45,392,686.87	
Soft Costs Expended to Date	\$ 6,338,866.20	
Other	\$ 3,509,676.93	

M/WBE Soft Costs Vendor participation is as follows:

Soft Costs M/WBE Vendors		
<u>Class</u>	<u>Subcontractor / Vendor</u>	<u>Amount</u>
AABE	Diversity Program Advisors, Inc.	\$ 131,750.00
WBE	Birdwell Photography & Multimedia, Inc.	\$ 131,041.35
AABE	Escambia-Pensacola Human Relations Commission	\$ 7,726.13
WBE	Karin Bacon Events	\$ 7,084.23
AABE	AC Advertising Agency	\$ 2,500.00
WBE	Stephanie C. Tillery	\$ 2,468.00

AABE	WRNE 980 AM	\$	2,350.00
AABE	The Pensacola Voice	\$	1,856.94
WBE	Tracey Sutherland Dunford	\$	1,200.00
WBE	Elaine N Ransom	\$	750.00
HBE	Latino Media Gulf Coast, Inc.	\$	738.00
WBE	Jennifer R. Fleming	\$	320.00
WBE	Kathleen Katzanne Fuller	\$	300.00
WBE	Gloria C. Horning	\$	140.00
AABE	Martin Luther King CCC	\$	120.00
	Total	\$	290,344.65

Payroll estimates from 1st Tier Subcontractors for M/WBE workers are as follows:

1st Tier Majority Subcontractors Approximate Minority Payroll			
Native American	African American	Hispanic	Female
\$ 80,041.00	\$ 1,124,119.00	\$ 263,259.00	\$ 188,507.00
<u>These amounts were calculated based on data collected from the subcontractors using average weekly payroll and the number of weeks onsite.</u>			

2nd Tier Sub/Vendor contract values for the CMPA EBO Program

2nd Tier Sub / Vendor Expenditures			
1st Tier Sub	2nd Tier Sub	Work Description	Amount
Baroco Electric	Knights Electric (AABE)	Electrical	\$ 341,721.00
	Unity Enterprises (AABE)	Electrical	\$ 341,721.00
	JL Electric (AABE)	Electrical	\$ 341,721.00
	Mayer Electric (WBE)	Electrical Supplies	\$ 691,363.00
Davis Marine	GB Green (AABE)	Bulkhead	\$ 768,142.00
	PBrown Builders (AABE)	Bulkhead	\$ 275,222.00
Heaton Brothers	Williams Hauling (AABE)	Sitework	\$ 800,000.00
JJ Morley	Affordable Concrete (AABE)	Site Concrete	\$ 111,146.00
	GB Green (AABE)	Site Concrete	\$ 67,796.00
Jennings Company, Inc.	Harris Insulation (AABE)	Plumbing	\$ 60,967.00
	Universal Supply &	Plumbing	\$ 466,816.00

	Services (WBE)	Supplies	
Phoenix Coatings	Hueys Works (AABE)	Painting	\$ 88,187.00
Robertson Curtis	Hueys Works (AABE)	Painting	\$ 5,000.00
Southeastern Construction	Alfred Watson (AABE)	Concrete	\$ 72,911.00
	Action Labor (WBE)	Concrete	\$ 262,394.00
	MHP / Balance (AABE)	Concrete	\$ 34,510.00
Wetland Sciences	GB Green (AABE)	Wetland Mitigation Planting	\$ 8,300.00
WR Johnson	Alfred Watson (AABE)	Concrete	\$ 201,618.00
	<u>PBrown Builders (AABE)</u>	<u>Concrete</u>	<u>\$ 14,650.00</u>
Total			\$ 4,954,185.00

Magi Direct M/WBE contract values and expenditures

Magi Direct Expenditures				
<u>Class</u>	<u>Subcontractor / Vendor</u>	<u>Work Description</u>	<u>Amount</u>	
NA	Ricky Calderon	Magi Superintendent	\$ 243,896.00	****
AA	Joe Johnson	Magi Asst Superintendent	\$ 231,646.00	****
AABE	GB Green Construction	Dumpsters / Hauling	\$ 42,695.00	
AABE	High-Tech Plumbing & Heating	Temp Plumbing	\$ 22,466.00	
AABE	MHP / Balance	Temp Labor / Job Clerk	\$ 102,789.00	
AABE	Huey's Works	Site Grubbing	\$ 129,119.00	
AABE	PBrown Builders	Site Work	\$ 264,113.00	
ABE	HHI Construction, Inc.	Drywall / Acoustical / Stucco	\$ 809,945.00	
WBE	Fisher Thomas, Inc.	Misc Specialties	\$ 294,815.00	
AABE	Living Water Fire Protection, LLC	Fire Sprinkler	\$ 219,337.00	
AABE	Phoenix Interior Group	Flooring	\$ 79,890.00	
AABE	Royal Professional Cleaning Services	Final Cleaning	\$ 50,607.00	
WBE	Southern Aluminum and Steel, Inc.	Aluminum Railings	\$ 526,901.00	
WBE	C & H Baseball	Baseball Equipment	\$ 192,500.00	
	Total		\$ 3,210,719.00	

These dollars include applicable payroll taxes and insurance as well as living expenses and travel.
(Total costs incurred on this project for this individual working on Maritime Park)

EBO Program Outreach and Activities

1. EBO Program Manager conducted media interviews and outreach with the following:
 - a. WRNE (appx. 15 interviews, call-ins)
 - b. WEAR (appx. 10 on-camera interviews)
 - c. PNJ (appx. 5 interviews, comments)
 - d. IN Weekly (appx. 8 interviews)
 - e. Cat Country radio (appx. 3 interviews)
 - f. News 1680 radio (appx. 3 interviews)
 - g. Blogs (about 50-100 posts PNJ, Rick's Blog)
2. Civic organizations outreach activities are as follows:
 - a. Five Flags Rotary Club
 - b. Belmont-DeVilliers Neighborhood Association (appx. 10 meetings)
 - c. Senior Luncheon
 - d. Civitan Club
 - e. REAP Summit
 - f. Sustainable Communities
 - g. Gulf Coast Equity Fund
 - h. BP
 - i. Greater Pensacola Chamber of Commerce
 - j. City Council
3. EBO Program Manager also conducted numerous VIP Tours of the Facilities.
4. The Program Manager has had various meetings with prime subcontractors and M/WBE companies to discuss the opportunities upcoming and on-going at other public/private sector construction projects.

EBO Program Successes and Achievements

1. Gulf Coast Contractors Academy, Inc., was incorporated by the GCAACC and conducted classes under the FAMU/FL D.O.T. Construction Management and Bond Guarantee Program.
2. MBE owners/companies participated in the FAMU/FL D.O.T. program classes.
3. GB Green Construction has utilized his participation in the EBO Program to expand and increase its capacity and services.

4. PBrown Builders has utilized his participation in the EBO Program to expand and increase its capacity and services.
5. Terrence Knight Electrical has utilized his participation in the EBO Program to expand and increase its capacity and services..
6. Alfred Watson has utilized his participation in the EBO Program to expand and increasing its capacity and services.
7. MHP/Balance had provided more than \$250,000 in payroll assistance and financial resources to minority and majority contractors to assist with the capital to carry the construction carrying costs of the CMP.
8. The EBO Program is being leveraged and referred to as a leading “model” to implement community benefits agreements initiatives under the REAP Summit regional “blueprint” strategy and other community and economic development initiatives across the region and nationally.
9. As a result of the EBO Program participating MBE’s are seeking and acquiring other construction jobs that are not associated with Maritime Park.
10. The City has conducted a “disparity study” for the City of Pensacola that has determine the need for a MBE Procurement Program that may utilize some of the EBO Program’s processes and procedures to attract minority contractors for their procurement opportunities.

EBO Program Manager Final Recommendations

Diversity Program Advisors, Inc. has developed a set of recommendations for the CMPA that are consistent with the Best Practices for Minority Supplier Development. These recommendations are certain building blocks, tasks, practices and processes that are hereby included in the CMPA’s EBO Program Manager’s final report that are necessary for the CMPA’s continued success in minority business development.

These recommendations are a distillation of information and practices garnered by DPA’s experience in the management of the CMPA EBO Program. We hope these recommendations will help CMPA’s members to plan, assess progress, identify gaps, recognize achievements and attain more resources to chart a course toward superior performance in minority supplier development.

RECOMMENDATION 1: ESTABLISH CMPA POLICY AND TOP CMPA MANAGEMENT SUPPORT

Rationale: CMPA executive management defines and documents its minority supplier policy, including annual performance goals, accountability, and reporting of minority supplier utilization, and its commitment to increasing minority supplier utilization.

MEASURES FOR SUCCESS

1. The CMPA governance body has established a minority supplier development program as a policy of the CMPA.
2. The CMPA has issued a minority supplier development policy that articulates the rationale supporting the initiative. The CMPA insures that this policy is communicated to staff, management and subcontractors and then implemented.
3. The CMPA has appointed appropriate full-time staff and resources for minority supplier development.
4. There is an advisory council/committee composed of key stakeholders to drive the program's progress.
5. All levels of management are accountable for minority supplier development.
6. Management directs that supplier diversity be incorporated into the business planning cycle.
7. Belongs in Procurement for most CMPA operations and business models, but in all cases it should be a part of the CMPA's umbrella Diversity Strategy.
8. There is a written CMPA supplier diversity policy that clearly defines executive management commitment and measures success.
9. Minority business utilization/metrics are included in annual performance goals for the CMPA and for each subcontractor/development of the CMPA.
10. A minority supplier development strategy emanates from a business strategy and is not a "social" policy statement.

RECOMMENDATION 2: DEVELOP A CMPA MINORITY SUPPLIER DEVELOPMENT PLAN

Rationale: The CMPA minority supplier development plan acts as a means of ensuring that there is CMPA commitment to supplier diversity. This includes establishing minority supplier development improvement plans with external customers and cross-functional organizations.

MEASURES FOR SUCCESS

1. The policy is supported by a clearly-stated minority supplier development business case based on value to the CMPA.
2. CMPA reviews (of subcontractors, developers, etc.) are tied to performance in developing minority suppliers cross-functionally.
3. CMPA has an effective, active cross-functional supplier diversity steering committee.
4. The minority supplier development program promotes the inclusion of EBO Program-certified MBEs in all aspects of CMPA procurement.
5. The CMPA plan is reviewed by the full Board of Trustees on a regular basis.
6. Controls, processes, materials, personnel and resources needed to achieve program performance are identified and/or acquired.
7. Plan should include methodology to identify and develop minority suppliers.
8. Minority supplier development is integrated into all aspects of CMPA business planning and is part of the "CMPA DNA."
9. Plan exists for implementation of roles and responsibilities in minority supplier development in external business units other than procurement.
10. Input from minority supplier groups is included in the minority supplier development process.
11. Develop language/tool kit regarding minority supplier development for the CMPA to use in developing and negotiating contracts.
12. Supplier diversity management has a good understanding of the CMPA's core operations.

RECOMMENDATION 3: ESTABLISH COMPREHENSIVE INTERNAL AND EXTERNAL COMMUNICATIONS

Rationale: The procurement staff has established and maintains methods for communications about minority supplier development planning, execution and accomplishments.

MEASURES OF SUCCESS:

1. CMPA outreach awareness of initiative is promoted via multiple vehicles, for example, annual report, brochures, newsletters, prominent Web site placements, etc.
2. Minority supplier development information is disseminated to subcontractors on a regular basis.
3. Minority supplier development education is included in new subcontractor orientation.
4. On-going and specialized minority supplier development education is provided to all procurement personnel.
5. On-going and specialized minority supplier development training is provided to other external business units.

6. CMPA encourages MBEs to seek certification and external training.
7. Supplier selection criteria are explained to minority suppliers.
8. Minority suppliers who are not successful in winning bids are debriefed so that they can be more competitive.
9. MBE suppliers are well versed on CMPA and procurement goals and objectives.
10. The CMPA has an effective process to respond to prospective suppliers.
11. Articles and advertisements are placed in business media to help identify potential MBEs.
12. Participation in trade fairs, etc., including regional participation and support, with objectives and a method to measure outcomes.
13. Supplier diversity results are published in the CMPA annual report and/or CMPA external reports.

RECOMMENDATION 4: IDENTIFY OPPORTUNITIES FOR MBES IN STRATEGIC SOURCING AND SUPPLY CHAIN MANAGEMENT

Rationale: Analysis of total CMPA spend (by management/subcontractor) to determine opportunities is critical to the success of the CMPA minority supplier development process. CMPA staff has established and maintains methods for soliciting MBEs and considering subcontractors and first tier suppliers. CMPA staff has established and maintains methods for identifying, recruiting and developing MBEs.

MEASURES OF SUCCESS:

1. Minority supplier development is formally integrated into the CMPA's strategic sourcing process.
2. There is one or more strategic "big hits" with an MBE currently in place in each planning cycle.
3. MBEs are significantly integrated in all product/service/commodity areas of spend, including non-traditional areas of spend.
4. Process is in place to review the expiration dates of all existing contracts
 - With minority suppliers to maintain continuity.
 - To find new opportunities for minority suppliers.
5. CMPA has targeted long-term, big hit opportunity areas.
6. CMPA has a process in place, which the CMPA team is aware of, for setting minimum targets for as well as tracking new RFPs/RFIs/RFQs, to insure the inclusion of minority businesses in the private development process.

7. RFPs/RFIs/RFQs have standard language in place to identify MBEs and the supplier selection process sets minimum targets for MBE supplier inclusion and selection.
8. A process exists that will review the outcomes of the RFP/RFI/RFQ process, for monitoring inclusion and utilization of MBEs.
9. Incorporated into formal procurement policy with accountability.
10. Cooperate with other organizations to share top performing minority suppliers via the CMPA's outreach network, such as industry groups, Centers of Excellence, etc.
11. MBEs are developed for potential utilization in underutilized product/service/commodity areas.
12. The supplier development team ensures the screening process is fair and within acceptable guidelines.
13. The supplier development team will clearly define and communicate the registration process throughout the CMPA business units as well as the minority supplier groups.

RECOMMENDATION 5: ESTABLISH COMPREHENSIVE MINORITY SUPPLIER DEVELOPMENT PROCESS

Rationale: Procurement has established, maintains, and continuously improves methods for preparing MBEs for global competitiveness and sourcing trends such as supplier rationalization, through assistance in all aspects of capacity building.

MEASURES OF SUCCESS:

1. Mentor program established and active.
 - Relationship building for sustainability and ongoing the strengthening of mutual trust.
 - One-to-one coaching, executive relationships with similar functions, finance to finance, etc.
 - Business process improvement and redesign, using lean thinking and lean manufacturing processes.
2. Training of all types provided to MBEs.
 - Supplier training on CMPA objectives, culture and supply chain trends.
 - CMPA support of formal learning programs.
 - CMPA led training for all suppliers (quality, safety, effective communications, negotiations, etc.).
 - Support of MBE training provided by external sources..
3. Capacity building activities such as:
 - Identify external finance providers and other finance options.
 - Establish joint ventures, and valid strategic partnerships.

- Technical assistance provided, e.g., marketing, management, accounting, international trade operations, production, financial, etc.

RECOMMENDATION 6: ESTABLISH TRACKING, REPORTING AND GOAL-SETTING MECHANISMS

Rationale: The establishment of aggressive goals for minority business spending, tracking those goals, and communicating results and goal achievement provides accountability and recognition throughout the organization. These payment dollars flow from Accounts Payable.

MEASURES OF SUCCESS:

1. There is an established minority supplier tracking system to enable results reporting (ability to track MBE spend by management/subcontractor, buyer, commodity, geographical area, ethnicity, gender, cost reduction dollars, etc.).
2. Track MBE cost savings/cost reduction contribution.
3. Minority supplier utilization records are prepared to identify current MBEs in the supply chain.
4. There are clearly stated minority supplier development performance goals for example, year over year % increase, \$ and % of spend and utilization, etc.). Performance results are measured against these established goals. Minority supplier development performance goals are reviewed and re-calibrated on a regular basis. There is a person responsible for reporting minority supplier development results.
5. CMPA key metrics are reviewed regularly by CMPA management team and trustees
6. Scorecards are created to measure performance.
7. Achievement of goal is tied to performance reviews.
8. Quality reporting systems provide accurate spending on at least a quarterly basis.
9. Tying minority spending and goal achievement to market access, revenue generation and customer and consumer satisfaction ensures continued support for the program horizontally and vertically throughout the CMPA's operations and developments.

RECOMMENDATION 7: ESTABLISH A CONTINUOUS IMPROVEMENT PLAN

Rationale: The CMPA minority supplier development program needs to be fine-tuned on a regular basis to follow changes in CMPA objectives and growth (including growth by private development)

MEASURES OF SUCCESS:

1. The CMPA has established and maintains documented procedures for planning and implementing internal minority supplier development audits to verify whether activities and related results comply with the plan.
2. Surveys are conducted with key stakeholders to ensure minority supplier development is exceeding CMPA expectations.
3. A process exists for ongoing communication between the CMPA and MBEs to assist and fine-tune the performance of contracts, through vehicles such as surveys conducted with MBEs to determine areas for continuous improvement.
4. Participate in benchmarking with other organizations to identify best practices and then plan for their systematic adoption by the CMPA.
5. Develop overall CMPA strategy, including multi-year plans tied to CMPA values and aligned with overall CMPA strategy and subcontractor operations, especially procurement strategies.
6. Participate in “next practices” exercises to envision innovative strategies well in advance of the need for those practices.

RECOMMENDATION 8: ESTABLISH A SECOND TIER PROGRAM

Rationale: A comprehensive Second Tier program creates a significant multiplier effect, by encouraging the continual establishment of new supplier diversity programs, which in turn create incremental opportunities for minority businesses.

MEASURES OF SUCCESS:

1. CMPA has established a Second Tier program that includes leadership commitment, resources, contract language, goal setting, selection of initial group of First Tier suppliers and commodities, training, reporting and audit, consequences for not meeting goals, incentives for goal attainment and recognition.
2. The goals are reviewed with the First Tier suppliers.
3. There is a formal system in place to measure the performance of these suppliers against goals.
4. There are sanctions and/or remedial action plans if First Tier suppliers fall short of expectations.
5. Goals should be reasonable, challenging, tailored by industry and subject to continuous improvement.
6. There are alternative activities, such as developing an MBE, for subcontractors and individuals who do not meet their goals.
7. CMPA processes mirror the EBO Program guidelines.

DPA CONCLUSIONS REGARDING THE EBO PROGRAM

Although the “aspirational goals of the EBO Program were very aggressive and somewhat unobtainable, it should never be overlooked that the Community Maritime Park provided great opportunities and true achievements in construction procurement for MBEs that have far surpassed the historical achievements of MBE inclusion within Escambia County and Pensacola. However, many small and minority sectors of the contractor community still do not have full access to the advantages and benefits of procurement opportunities. However the CMPA should be highly commended for its efforts in which it provided the leadership and outstanding efforts to utilize Minority/Female Business Enterprises (MWBES) in all aspects of contracting relating to construction-related activities in the completion of the Maritime Park.

This effort has involved DPA working with the CMPA Board of Trustees, CMPA Staff, and community stakeholders to make procurement opportunities more available and at the same time, working with MBE contractors to make them more competitive. The CMPA established the CMPA EBO Program as a specific initiative developed from CMPA’s “Covenant with the Community” as a means to mitigate some of the issues of impeding minority contractor’s access and availability to gain procurement opportunities arising from the construction of the Community Maritime Park.

No one can honestly deny the positive outcome of these efforts and/or the need for minority contractor procurement inclusion guidelines, outreach initiatives and technical assistance strategies as crafting the CMPA EBO Program. It is the desire of DPA that the CMPA continue to work with various community stakeholders and professional consultants to tailor the range of potential programmatic support strategies to fit the needs, resources and requirements to continue to include provisions and processes that ensure MBE inclusion throughout all aspects of the CMPA’s and the Community Maritime Park’s operation.

EQUAL BUSINESS OPPORTUNITY PROGRAM BACKGROUND

A. CMPA and the City of Pensacola, Florida (the “City”), were parties to two agreements dated March 27, 2006 – the Master Development Agreement (Community Maritime Park Project) and the Master Lease (Community Maritime Park) – which set forth CMPA’s and the City’s respective duties and responsibilities pertaining to the development of real property for a project known and referred to as the Community Maritime Park or the Project.

B. With the City’s approval, CMPA conducted a two-stage competitive procurement (RFQ No. 2007- 02 and RFP No. 2007-03) to select a developer to act as CMPA’s primary agent in implementing CMPA’s vision of the Project, which culminated on August 22, 2008, with the trustees of CMPA voting to negotiate a Development Agreement with Maritime Park Development Partners (the “Developer”). The execution of that Development Agreement occurred on August 14, 2009.

C. Additionally, the Developer agreed to launch and sustain the Contractor’s Academy Equal Business Opportunity Program to fulfill the CMPA’s covenant with the Community and deliver on the commitment established by Community Maritime Park Associates to ensure the inclusion of minority and women owned businesses in the CMPA development. A binding legal document was executed simultaneously with the Development Agreement executed between CMPA and Developer.

D. The Contractor’s Academy/Equal Business Opportunity Program (“EBO Program”) goals were specific and aimed at attracting groups of minorities and women business enterprises: unskilled individuals seeking to learn a trade; skilled construction workers seeking to become subcontractors; and existing contractors and business owners seeking to expand their businesses. The EBO Program concentrated on finding potential MWBE contractors, vendors, consultants, sub-contractors and other MWBE businesses primarily in Escambia,, Santa Rosa and Okaloosa Counties in Florida secondarily in the wider Pensacola Region which includes Mobile County and Baldwin County, in Alabama .

E. The Developer also agreed to establish a Contractor’s Advisory Council (“CAC”) consist of relevant community and professional organizations to act in an advisory and supervisory role for the implementation of the provisions of the Contractor’s Academy/Equal Business Opportunity Program outlined in this Agreement. This role was assumed by the CMPA’s EBO Subcommittee in February 2011.

E. Developer was to provide funding in order establish, administer and implement the Contractor's Academy/Equal Business Opportunity Program and the Sub-Committee of Contract Compliance. Funding shall be in the amount of \$250,000 over the course of construction of the Project in cash and in-kind services. Additionally, Developer was to provide 25% of the Maritime Park's operating profits as measured by return on Private Improvement Project Costs in excess of 12% up to \$500,000 per year to assist in the ongoing operation of the Contractor's Academy/Equal Business Opportunity Program for the period of time that Developer owns the Private Improvements.

F. The Developer also agreed to cooperate and assist the CMPA and other community organizations to leverage the impact of the Community Maritime Park with other public and private urban development and investment programs that impact cultural tourism, the performing arts, education, technology, workforce development, business incubation, contractor training, affordable housing and other public/private initiatives to be developed within the Belmont/DeVilliers St. Historical Business District, the Westside Neighborhood and surrounding area.

G. The Developer also agreed to implement a hiring program that utilizes a "good faith effort" to provide local residents of Escambia County with the first opportunity for construction and permanent jobs with the goal of obtaining minority participation in percentages equal to or in excess of those specified in the CMPA Covenant with the Community.

H. The Developer also agreed to implement a hiring program that utilizes a "good faith effort" to provide local businesses with offices in Pensacola/Escambia County with the first opportunity for construction contracts and commercial tenant opportunities with the goal of obtaining minority participation in percentages equal to or in excess of those specified in the CMPA Covenant with the Community.

I. In December of 2010, the Developer abandoned and otherwise ceased to perform its responsibility, obligations and duty to develop, implement, manage, administer and operate pursuant to the terms and conditions of the EBO Agreement and on January 14, 2011, the Developer had its contract rescinded as the Master Developer of the Community Maritime Park.

J. In February of 2011, the CMPA desired to see that the duties of the Developer agreed to under the EBO Agreement were assumed without interruption and hired Diversity Program Advisors, Inc. as the EBO Program Manager to fulfill the Developer's obligations under the EBO Agreement. DPA and CMPA desired to amend the EBO Agreement in certain respects in order to more effectively implement, manage,

administer and operate programs and policies under new amended terms and conditions of the EBO Agreement.

CMPA Equal Business Opportunity Program Goals.

The EBO Program was known as the "Contractor's Academy/Equal Business Opportunity Program." This program is described in the original EBO Agreement and amended and assumed Agreement between the CMPA and DPA. The EBO Agreements outlined the terms, conditions and obligations between the DPA and the Community Maritime Park Associates, Inc.

The EBO Agreement set "aspirational goals" related to the inclusion of minority and female business enterprises in the development, construction, management and operation of the Community Maritime Park Project.

The stated equal business opportunity "aspirational goals" for the Community Maritime Park Project included the "best efforts" inclusion of Minority/Female Business Enterprises in the procurement and awarding of contracts and/or eligible projects (as defined below) that are executed in connection with the development, construction, management and/or operation of the Community Maritime Park Project in the following minimum percentages:

1. 33.5% to African American Business Enterprises (AABE)
2. 2.3% to Asian Business Enterprises (ABE)
3. 2.9% to Latino business enterprises (HBE)
4. 0.6% to Native American Business Enterprises (NABE)
5. There were no percentage goals for Women-owned business enterprises (WBE)



1. The Proposed First Source Job Program Ordinance

What is proposed First Source Job Program ordinance?

The proposed First Source Job Program ordinance was developed to link Escambia County residents with employment opportunities provided through the City's relationships with businesses, including contracts that have been awarded to vendors through the competitive process, and economic development activity in the City. The proposed First Source Job Program ordinance allows the City to require and sustain these connections.

Vendors seeking contracts for goods, services and/or professional services for \$50,000 and over are required to take make "good faith" efforts to hire Escambia County residents under the proposed First Source Job Program Ordinance.

How City residents and businesses can benefit

The success of the proposed First Source Job Program ordinance represents a valuable service to County residents and vendors by effectively and efficiently delivering a qualified, local worker in response to a vendor or employer's workforce needs to perform under a City purchase or contract.

The First Source Job Program:

- Assists City vendors in fulfilling staffing needs
- Places County residents in sustainable, local jobs
- Provides workforce recruitment, education and training

2. The Proposed Local Small Business Enterprise Program Ordinance

The proposed LSBE Program ordinance is intended to:

- A. Provide an additional race- and gender-neutral tool for the City to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in City contracts;
- B. Further the City's public interest to foster effective broad-based competition from all segments of the contractor, consultant and vendor community, including, but not limited to, disadvantaged business enterprises, emerging business enterprises, minority business enterprises, woman business enterprises, small business enterprises, microbusiness enterprises, disabled veteran business enterprises and local business enterprises; and
- C. Provide additional avenues for the development of new capacity and sources of competition for City contracts from the growing pool of small and locally based businesses.

The proposed LSBE Program ordinance's objectives:

To meet the objectives of this Program, the City is committed to:

- A. Increasing the participation of Local Small Business Enterprises ("LSBEs") in City contracting, and, to the extent possible, ameliorating through race- and gender-neutral means any disparities in the participation of minority business enterprises or women business enterprises on City contracts.
- B. Increasing the City's tax base by increasing the capacity and number of Local Small Business Enterprises ("LSBEs") in City contracting and attracting new small business to locate in Escambia County to gain an advantage in City competitive bids and contracting opportunities.
- C. Regularly evaluating the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00206

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA FOR BURGESS ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council approve the Interlocal Agreement between the City of Pensacola and Escambia County, Florida for the Burgess Road Sidewalk and Drainage Improvement Project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

County owns and maintains the right of way along the portion of Burgess Road between Sanders Street and Lanier Drive and has committed to contribute \$500,000.00 for the cost of said portions of the project that lie within the County's jurisdictional boundaries.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 1,640,000.00 Local Option Sales Tax Fund-Burgess Road
200,000.00 Local Option Sales Tax Fund-Sidewalk Improvements
500,000.00 Escambia County Interlocal Agreement
200,000.00 Emerald Coast Utilities Authority Agreement
\$ 2,540,000.00

Actual: \$ 2,039,662.68 Construction Contract
203,966.27 10% Contingency
209,885.68 Engineering Design/Permitting/Surveying (Completed)
50,000.00 Engineering Management/Inspection (Estimate)
8,000.00 Construction Testing/Misc. (Estimate)
\$ 2,511,514.63

FINANCIAL IMPACT:

The City has allocated \$1,640,000 for this project through the Local Option Sales Tax Fund-Burgess Road. In addition, a budget transfer in the amount of \$200,000 will be made within the Local Option Sales Tax Fund moving funding from Sidewalk Improvements to this project. Additional funding in the amount of \$700,000 will be reimbursed through Interlocal Agreements with Escambia County and the Emerald Coast Utility Authority. Escambia County will provide \$500,000 to be used for sidewalk and drainage improvements for those portions of Burgess Road that lie within the County's jurisdictional boundaries. ECUA will provide \$200,000 for the cost of utility upgrades that lie within the project's boundaries.

CITY ATTORNEY REVIEW: Yes

3/26/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Duty City Administrator - Community Development
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Interlocal Agreement, Escambia County, Florida

PRESENTATION: No

2/18/2021 CARII-9

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA,
RELATING TO SIDEWALK AND DRAINAGE IMPROVEMENTS

THIS AGREEMENT is made and entered into by and between the City of Pensacola, Florida, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (each being at times referred to as "party" or "parties").

WITNESSETH:

WHEREAS, City and County are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, City plans to install sidewalk and drainage improvements along Burgess Road; and

WHEREAS, County owns and maintains the right of way along that portion of Burgess Road between Sanders Street (Station 44+40) and Lanier Drive (Station 58+00) and has committed to contribute \$500,000.00 for the cost of said portions of the project that lie within the County's jurisdictional boundaries.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and terms of payment hereinafter set forth, City and County agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the responsibilities of the parties with respect to the installation of sidewalk and drainage improvements along a portion of Burgess Road that lies within County's jurisdictional boundaries as provided herein.

Section 2. Responsibilities of the Parties.

2.1 In consideration of the faithful performance by City of the project described in **Exhibit "A"** which is attached hereto and incorporated by reference herein, County agrees to contribute an amount not to exceed \$500,000.00 in accordance with the terms of this Agreement for the cost of the installation of sidewalks and drainage improvements that lie within the jurisdictional boundaries of the County as set forth in Section 3.

2.2 City agrees to contract with a third party to fully perform and complete in a good workmanlike manner the project described in **Exhibit "A"**. The City will be fully responsible for payment of all monies due under any such contract with a third party.

2.3 City agrees to convey to the County such sidewalk and drainage improvements that are installed along those portions of Burgess Road that lie within the County's jurisdictional boundaries promptly upon completion and acceptance of the project described in **Exhibit "A"**.

2.4 It is anticipated by the parties that the time for completion of the project described in **Exhibit "A"** shall be within one (1) year from commencement of construction. The City will provide the County with a copy of the schedule for completion and any subsequent updates or revisions thereto.

2.5 This Agreement shall become effective upon filing with the Office of the Clerk of the Circuit Court of Escambia County, Florida. County shall be responsible for such filing.

2.6 Title to the improvements that are installed along those portions of Burgess Road that lie within the County's jurisdictional boundaries shall pass to County subsequent to final payment by County to City as provided herein and acceptance of the project. The City shall provide notice to the County when the project is ready for final inspection. County shall, upon reasonable notice, have the right to inspect all such work prior to the City accepting it. Following acceptance, County shall be entirely responsible, subject to Paragraph 2.7 below, for all maintenance, repair, and replacement to the improvements that lie within the County's jurisdictional boundaries.

2.7 City shall obtain and shall assign to County all express warranties given to City regarding the portion of the project paid for by the County. If within one (1) year of the date of completion and acceptance, any work is found to be defective or not in conformance with applicable contract documents, City shall reasonably cooperate with County regarding the enforcement of any warranty. These warranties are in addition to those implied warranties, if any, to which the County may be entitled as a matter of law.

2.8 County shall cooperate with City in obtaining such other easements and rights of way as may be required for successful completion of said portion of the project.

Section 3. Compensation and Method of Payment.

3.1 County agrees to reimburse City for sidewalk and drainage improvement project costs for those portions of Burgess Road that lie within the County's jurisdictional boundaries as further described in **Exhibit "A"** in an amount not to exceed **Five Hundred Thousand Dollars (\$500,000.00)**.

3.2 Upon request, City shall provide to County copies of any payment documentation and such other financial documents as County may reasonably require to verify any and all project costs related to said portion of the project that lies within the County's jurisdictional boundaries as further described in **Exhibit "A"**.

- 3.3 Invoices to County will be sent to: Escambia County
Attention: Robert McCracken
3363 West Park Place
Pensacola, Florida 32505
- 3.4 Payments to City will be sent to: City of Pensacola
Attention: Brad Hinote
222 W. Main Street
Pensacola, Florida 32502

Section 4. Miscellaneous Provisions.

4.1 Term and Termination: This Agreement will remain in effect for one year or until the completion of the project, whichever occurs first. This Agreement may be terminated by either party for cause or convenience upon providing at least thirty (30) days prior written notice to the non-terminating party.

4.2 Force Majeure: In the event that performance by County or City of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

4.3 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 and County, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

4.4 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.

4.5 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.

4.6 All Prior Agreements Superseded:

(a) 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.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.7 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.

4.8 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

4.9 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall 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.

(a) 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 the Agreement, it shall immediately notify the other party and request clarification of the its interpretation of this Agreement.

(b) 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 of the terms and provisions hereof.

4.10 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

4.11 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.

4.12 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is the subject of this Agreement shall be in the County of Escambia.

4.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY:
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

CITY:
City Administrator
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

4.14 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: February 10, 2021

ATTEST: Pam Childers,
Clerk of the Circuit Court and Comptroller



BY [Signature]
Deputy Clerk

(SEAL)

ATTEST: _____

City Clerk

(SEAL)

Legal in form and valid as drawn:

City Attorney

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

BY: [Signature]
Robert Bender, Chairman

DATE: 2/22/2021

BCC Approved: 2/18/2021

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

BY: _____
Mayor, Grover C. Robinson, IV

DATE: _____



CONSTRUCTION PLANS FOR BURGESS ROAD SIDEWALK DESIGN

EXHIBIT "A"
NON-ADA COMPLIANT



PREPARED FOR

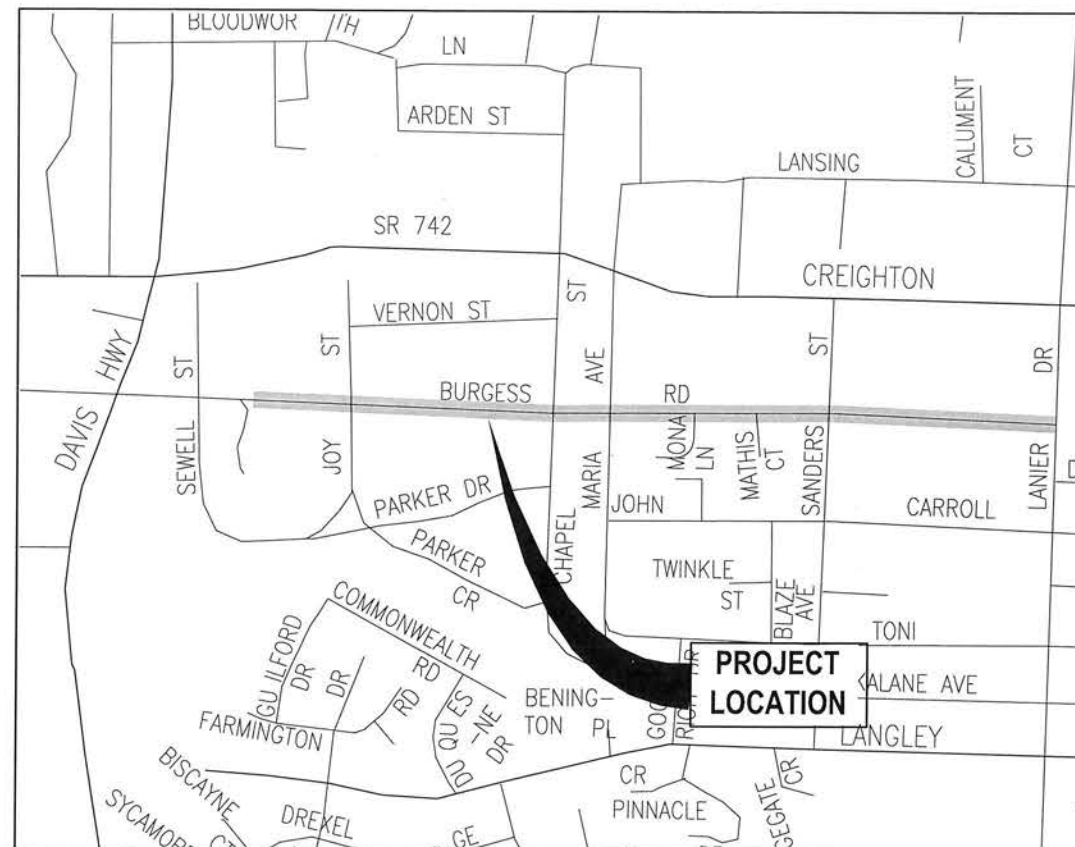


CITY OF PENSACOLA

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED
BY MICHAEL D. LANGSTON ON THE DATE
ADJACENT TO THE SEAL. PRINTED COPIES OF
THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC
COPIES.

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VICINITY MAP
NOT TO SCALE



BDI PROJECT No. 24323.02
JANUARY 2021

PREPARED BY

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

100% SUBMITTAL
JANUARY 15, 2021

GENERAL NOTES: (AS APPLICABLE TO PROJECT)

1. CONTRACTOR TO COORDINATE WITH LOCAL UTILITY COMPANIES FOR REMOVAL AND RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, WATER LINES, GAS LINES, AND OTHER UTILITIES AS NECESSARY.
2. ALL SITE WORK MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF PENSACOLA STANDARD SPECIFICATIONS, UNLESS NOTED OTHERWISE IN THE CONSTRUCTION DOCUMENTS.
3. ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEDGERS, DRAINS, AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRIAGES CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK AND UNTIL IT IS SAFE FOR BOTH PEDESTRIAN AND VEHICULAR TRAFFIC.
5. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING.
6. BURNING SHALL NOT BE PERMITTED ON-SITE OR WITHIN CITY LIMITS.
7. THE CONTRACTOR SHALL COMPLY WITH ANY TESTING REQUIRED BY THE LOCAL GOVERNING AGENCY IN ADDITION TO THE TESTING REQUIREMENTS OUTLINED IN THE CONSTRUCTION DOCUMENTS. TESTING SHALL BE PAID FOR BY THE OWNER. CONTRACTOR SHALL COORDINATE AND ASSIST TESTING LABORATORIES WITH TESTING. ANY NECESSARY RE-TESTING SHALL BE PAID FOR BY THE CONTRACTOR.
8. EROSION AND SEDIMENTATION CONTROLS WILL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES AS PER CITY REQUIREMENTS.
9. THE CONTRACTOR SHALL TAKE WHATEVER STEPS NECESSARY TO PREVENT AND CONTROL EROSION AND SEDIMENTATION. AREAS OF CONTROL AND TYPICAL SECTION OF BARRIERS ARE SUGGESTIONS ONLY AND DO NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY TO PREVENT AND CONTROL EROSION AND SEDIMENTATION.
10. ALL SURPLUS EXCESS MATERIAL EXCAVATED AND NOT USED AS FILL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND STOCKPILED AS DIRECTED BY THE OWNER.
11. CLEAR AND GRUB ONLY AS NECESSARY TO COMPLETE NEW CONSTRUCTION.
12. CONTRACTOR SHALL COMPLETE ALL WORK INDICATED IN CONSTRUCTION DOCUMENTS USING HAND LABOR IF NECESSARY OR APPROPRIATE.
13. THESE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED IN THE PROJECT AREA. THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHOULD NOTIFY THE PROJECT ENGINEER IMMEDIATELY UPON ENCOUNTERING ANY UNEXPECTED STRUCTURE, UTILITY LINE, OR OTHER UNUSUAL CONDITION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND DEPTH OF EXISTING UTILITIES AND TO DETERMINE IF OTHER UTILITIES WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK AND TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION.
14. FAILURE OF THE PLANS TO SHOW THE EXISTENCE OF ANY UNDERGROUND UTILITY, STRUCTURES, ETC., SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF LOCATING, PRESERVING AND PROTECTING SAID UTILITY OR STRUCTURE.
15. CONTRACTOR SHALL PIN 500 ON ALL SLOPES 3:1 OR GREATER.
16. CONTRACTOR IS TO NOTIFY CITY OF PENSACOLA 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
17. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CONFLICTS BETWEEN VENDOR DRAWINGS, EXISTING CONDITIONS, AND THE CONSTRUCTION DOCUMENTS.
18. STAGING AREA AND EQUIPMENT STORAGE SHALL BE AS SHOWN ON PLANS AND AS DESIGNATED BY THE GENERAL CONTRACTOR AND THE OWNER. SEE STAGING PLAN FOR ADDITIONAL NOTES.
19. WHERE SOIL IS BEING INSTALLED, TOPSOIL SHALL BE USED AS A BASE AT LEAST SIX INCHES DEEP.
20. IF THE QUALITY OF EXISTING STOCKPOOLED OR EXCAVATED TOPSOIL IS INADEQUATE FOR PLANTING, SUFFICIENT ADDITIONAL TOPSOIL SHALL BE IMPORTED TO THE SITE BY THE CONTRACTOR. TOPSOIL FURNISHED SHALL BE A NATURAL, FERTILE, LOAMY SOIL, POSSESSING CHARACTERISTICS OF REPRESENTATIVE PRODUCTIVE SOILS IN THE VICINITY. TOPSOIL SHALL BE OBTAINED FROM NATURALLY WELL-DRAINED AREAS. TOPSOIL SHALL BE WITHOUT ADDITIVES OF SUBSALTS AND FREE FROM JOHNSON GRASS (SORGHUM HALAPENSE), NUT GRASS (CYPRUS ROTUNDUS), AND OBJECTIONABLE WEEDS AND TOXIC SUBSTANCES. IT SHALL BE FREE OF DEBRIS, TRASH STUMPS, ROCKS, AND MODICUS WEEDS, AND SHOULD GIVE EVIDENCE OF BEING ABLE TO SUPPORT HEALTHY PLANT GROWTH.
21. THE pH OF TOPSOIL, ON-SITE AND ANY IMPORTED TOPSOIL, SHALL BE DETERMINED. IF THE pH IS BELOW 5.0, SUFFICIENT LIME SHALL BE ADDED TO PROVIDE A pH BETWEEN 5.5 AND 6.5. THE LIME SHALL BE THOROUGHLY INCORPORATED INTO THE TOP THREE OR FOUR INCHES OF THE SOIL. LIME AND FERTILIZER MAY BE APPLIED IN ONE OPERATION.
22. SUBMIT pH TEST RESULTS AND ANY OTHER TEST RESULTS TO THE CITY OF PENSACOLA FOR APPROVAL.
23. AFTER THE SITE HAS BEEN BROUGHT TO PROPER GRADE FOR PLACEMENT OF TOPSOIL AND IMMEDIATELY PRIOR TO DUMPING AND SPREADING THE TOPSOIL, THE SUBGRADE SHALL BE LOOSENEED BY DIGGING OR SCARPING TO A DEPTH OF 2 INCHES TO INSURE BONDING OF THE TOPSOIL AND SUBGRADE.
24. TOPSOIL SHALL NOT BE PLACED WHILE IN A MOISTY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING OR PROPOSED SEEDING.
25. THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF SIX INCHES.
26. ANY IRREGULARITIES IN THE SURFACE, RESULTING FROM TOP SOILING OR OTHER OPERATIONS, SHALL BE CORRECTED IN ORDER TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS.
27. COMPACT THE TOPSOIL ENOUGH TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL AND TO OBTAIN A LEVEL SEED BED FOR THE ESTABLISHMENT OF HIGH MAINTENANCE TURF. AVOID UNIFORM COMPACTION.
28. CONTRACTOR TO PROVIDE TEMPORARY PROTECTION TO TREES TO REMAIN (SEE DETAIL). FOR ANY TREE SHOWING TO REMAIN THAT IS DAMAGED BY THE CONTRACTOR'S FORCES, THE CONTRACTOR SHALL PAY THE CITY OF PENSACOLA THE SUM OF \$150.00 DOLLARS PER INCH DIAMETER OF TREE THAT IS DAMAGED.
29. CONTRACTOR SHALL HAUL AWAY ALL DEBRIS AND DISPOSE OF OFF-SITE IN A LEGAL AND RESPONSIBLE MANNER.
30. WALKS AND BUILDING AREAS ARE DESIGNED TO MEET THE FLORIDA ACCESSORY CODE FOR HANDICAP ACCESS.
31. SEDIMENT SHALL BE RETAINED ON THE SITE OF DEVELOPMENT. REMOVE SEDIMENT AT APPROPRIATE TIME AND PRIOR TO THE END OF CONSTRUCTION.
32. THE CONTRACTOR SHALL SUBMIT A POST-CONSTRUCTION CERTIFICATION AND REPRODUCIBLE RECORD DRAWINGS TO THE ENGINEER PRIOR TO INSPECTION AND ACCEPTANCE. THE RECORD DRAWINGS SHALL BE PREPARED AND CERTIFIED BY A FLORIDA PROFESSIONAL SURVEYOR.
33. THE OWNER OR HIS AGENT SHALL ARRANGE WITH THE CITY AN INSPECTION OF THE EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO CONSTRUCTION, UNDERGROUND DRAINAGE STRUCTURES PRIOR TO BURL, AND THE FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION.
34. EROSION SHALL BE CONTROLLED BY THE USE OF A HAY BALE BARRIER, SLOPE, AND FINISH AS SHOWN ON PLANS OR WHATEVER MEANS NECESSARY AND SHALL BE SETUP PRIOR TO COMMENCING CONSTRUCTION. THE EROSION CONTROL BARRIER SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION OF THE CONSTRUCTION. UPON COMPLETION OF THE PROJECT, THE RETENTION AREA SHALL BE CLEARED OF SILT, STABILIZATION OF ALL DISTURBED AREAS SHALL BE ACCOMPLISHED, AND THE RETENTION AREA IS TO BE RECONFIGURED TO DESIGN CROSS-SECTION, AND SEEDING.
35. CONTRACTOR SHALL NOTIFY SUNSHINE ONE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1-800-432-4770.
36. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION FROM THE CITY OF PENSACOLA.
37. ALL WORK SHALL BE CONFINED TO WITHIN THE CITY R/W OR PROPERTY LIMITS.
38. CONTRACTOR SHALL CONSTRUCT TEMPORARY MEASURES AND SUPPORT TO ACCESS SITE. CONTRACTOR SHALL INCLUDE COST FOR SAME IN HIS BID. CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE SATISFACTION OF THE OWNER.
39. TREEDING AND GRADING AROUND TREES WHICH ARE TO REMAIN SHALL BE AWAY FROM THE TREE IN A MANNER TO CAUSE NO DAMAGE TO THE TREE.
40. THE CONTRACTOR IS TO MAINTAIN SEEDING AND GRASSING BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, AND OTHER OPERATIONS, SUCH AS ROLLING, RE-GROWING, AND REPLANTING AS REQUIRED TO ESTABLISH GRASS/SEEDING AREAS FREE OF EROSION OR BARE AREAS AND REPLACE ANY REJECTED MATERIALS OR WORK AND CONTINUE MAINTENANCE UNTIL ACCEPTED. REMOVE ANY REJECTED MATERIALS PROMPTLY FROM THE SITE. CONTRACTOR IS TO INCLUDE COST OF MAINTAINING SEEDING AND GRASSING IN HIS BID.
41. CONTRACTOR SHALL COORDINATE HIS WORK AND COOPERATE WITH OTHER CONTRACTORS WORKING AROUND THE PROJECT AREA.
42. THE CONTRACTOR SHALL DELIVER THE STAGING AREAS TO THE OWNER ON OR BEFORE THE DATE OF COMPLETION OF CONSTRUCTION AND SAME SHALL BE IN AS GOOD AS OR BETTER CONDITION AS EXISTED PRIOR TO CONSTRUCTION.
43. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING MATERIAL DOES NOT SPILL, LEAK, OR FALL FROM TRUCKS HAULING MATERIAL TO OR AWAY FROM SITE, INCLUDING MATERIAL FALLING FROM TRUCKS. SHOULD THE STATE OR COUNTY REQUIRE SHEEPING AND CLEANING OF ROADWAYS DUE TO THE ABOVE, THE SAME SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY FINES DUE TO THE ABOVE.
44. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.

- SHOULD CONTRACTOR ELECT TO ONSITE EXCAVATION AS FILL, HE IS CAUTIONED NO ADDITIONAL TIME OR COST WILL BE ALLOWED SHOULD MATERIAL BECOME WET AND UNWORKABLE. IF NECESSARY, CONTRACTOR WILL BE REQUIRED TO BRING IN OFFSITE FILL MATERIAL MEETING TECHNICAL SPECIFICATIONS AT HIS OWN EXPENSE.
50. CONTRACTOR SHALL COORDINATE WITH THE CITY PRIOR TO THE REMOVAL OF ANY TREES.
51. ALL WALK BOXES SHALL BE SET FLUSH WITH GRADE.
52. THE CONTRACTOR SHALL FLUSH AND CLEAN ALL STORMWATER PIPES AND STRUCTURES AT END OF CONSTRUCTION AFTER ALL DISTURBED AREAS HAVE BEEN STABILIZED.
53. WHERE UNSUITABLE MATERIALS ARE ENCOUNTERED IN PAVED AREAS, THE UNSUITABLE MATERIAL SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 3 FEET BELOW FINISHED SUBGRADE ELEVATION AND BACKFILLED WITH CLEAN COURSE SAND CONTAINING LESS THAN SIX PERCENT OR AS OTHERWISE DIRECTED BY THE CITY OF PENNSACOLA SEE TECHNICAL SPECIFICATIONS AND SOLS REPORT.
54. WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT, EXISTING PAVEMENT SHALL BE SAWCUT FOR A STRAIGHT EDGE AND CLEAN JOINT. SEE DETAIL.
55. WHERE NEW CURB JOINS EXISTING CURB, STYLE SHALL MATCH UNLESS OTHERWISE NOTED.
56. PLACEMENT OF UNDERGROUND SYSTEMS, IRRIGATION, SEWER, WATER, DRAINAGE, ELECTRICAL, GAS, ETC., SHALL BE COMPLETED PRIOR TO LANDSCAPE INSTALLATION.
57. THE CONTRACTOR SHALL NOT BLOCK OR OBSTRUCT ANY ROADS OR DRIVES WITHOUT FIRST RECEIVING PERMISSION FROM THE CITY OF PENNSACOLA TO DO SO.
58. PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE, SUCH AS BUILDINGS, SEWER, DRAINS, WATER OR GAS PIPES, ELECTRICAL, CONDUCITS, POLES, WALLS, POST, ETC. TO BE CAREFULLY PROTECTED AND ARE NOT TO BE DISPLACED UNLESS NOTED.
59. CONTRACTOR SHALL ADHERE TO THE CITY OF PENNSACOLA'S AND OTHER AUTHORITIES HAVING JURISDICTION RULES CONCERNING SAFETY.
60. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH ADJUSTING FOR INSTALLATION OF ANY PIPE AS TO COMPLETE ANY EARTHWORK OR PAVING OPERATION.
61. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH SELECT BACKFILL FOR INSTALLATION OF ANY PIPE OR STRUCTURE.
62. TRUCK/DOZER RESPECTFULLY AT APPROPRIATE LOCATIONS AROUND THE SITE. CONTRACTOR SHALL PICK UP ALL ROCKS, METAL, PIPE, NAILS, NUTS, BOLTS, BOARDS, PAPER, TRASH, ETC. AT LEAST TWICE A WEEK. CONTRACTOR SHALL INCLUDE COST OF SAME IN BID.
63. CONTRACTOR SHALL RESTORE ALL STAGING AREAS TO AS GOOD AS OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION. THIS INCLUDES EROSION AND SOIL REPLACEMENT IF NECESSARY. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 20 DAYS, AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE.
64. A BITUMINOUS CONCRETE BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS IN ORDER TO STABILIZE STREETS, ROADS, DRIVEWAYS AND PARKING AREAS. IN AREAS WHERE NO UTILITIES ARE PRESENT, THE BITUMINOUS CONCRETE BASE SHALL BE INSTALLED WITHIN 15 DAYS OF THE PRELIMINARY GRADING.
65. IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (I.E. STEEP SLOPES AND ROADWAY EXCAVATIONS) WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A THICKNESS OF TWO (2) TO FOUR (4) INCHES MIXED WITH THE TOP TWO (2) INCHES OF SOIL.
66. ANY STEEP SLOPES REQUIRING PIPELINE INSTALLATION WILL BE BACK FILLED AND STABILIZED DAILY, AS THE INSTALLATION PROCEEDS (I.E. SLOPES GREATER THAN 3:1).
67. CONJOINT OUTLET PROTECTION MUST BE INSTALLED AT ALL REQUIRED OUTFALLS PRIOR TO THE DRAINAGE SYSTEM BECOMING OPERATIONAL.
68. UNLIMITED Dewatering IS NOT PERMITTED. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING ALL Dewatering OPERATIONS TO MINIMIZE SEDIMENT TRANSPORT.
69. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET. TEMPORARY VEGETATION COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STANDARDS FOR EROSION CONTROL.
70. ALL SOIL WASHED, DROPPED, SPILLED OR TRACKED OUTSIDE THE LIMITS OF DISTURBANCE OR ONTO PUBLIC RIGHT-OF-WAY WILL BE REMOVED IMMEDIATELY.
71. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW STORMWATER OUTFALLS OR OFF SITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.
72. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL NOTE ABOVE.
73. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORM WATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.
74. ALL SEDIMENTATION STRUCTURES SHALL BE INSPECTED AND MAINTAINED REGULARLY.
75. THE CONTRACTOR SHALL PREPARE A PLAN FOR THE PROPER Dewatering AND DOWNSTREAM STATION PROTECTION.
76. ANY AREAS USED FOR FOR THE CONTRACTOR'S STAGING, INCLUDING BUT NOT LIMITED TO, TEMPORARY STORAGE OF STOCKPILED MATERIALS (E.G. CRUSHED STONE, QUARRY PROCESS STONE, SELECT FILL, EXCAVATED MATERIALS, ETC.) SHALL BE ENTIRELY PROTECTED BY A SLIT FENCE ALONG THE LOW ELEVATION SIDE TO CONTROL SEDIMENT RUNOFF.
77. THE CONTRACTOR'S MEANS AND METHODS OF GROUNDWATER Dewatering SHALL COMPLY WITH ALL REGULATORY REQUIREMENTS FOR THE TEMPORARY DIVERSION OF GROUNDWATER AND ITS DISCHARGE, INCLUDING FDEP CHAPTER 62-621. PERMIT FOR THE DISCHARGE OF PROPOSED GROUNDWATER FROM ANY NONCONTAMINATED 3ST ACTIVITIES. WRITTEN PROOF OF COMPLIANCE SHALL BE PROVIDED TO THE CITY PRIOR TO CONSTRUCTION-BEGINNING ACTIVITIES. IN ORDER TO OBTAIN COMPLIANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE SAMPLING AND TESTING OF UP TO 5 SAMPLES.
78. ALL TREES, SHRUBS, PLANTS AND ASSOCIATED LANDSCAPE INFRASTRUCTURE IN PUBLIC R/W SHALL BE REMOVED ONLY AS NECESSARY AND REPLACED TO THE SATISFACTION OF THE CITY. COSTS FOR SUCH SHALL BE INCLUDED IN CONTRACTOR'S BID.
79. ALL ITEMS OF PRIVATE PROPERTY LOCATED WITHIN THE CITY R/W SHALL BE PROTECTED AND/OR RELOCATED TO THE CITY'S SATISFACTION AS PART OF THE PROJECT. SUCH ITEMS SHALL INCLUDE, BUT NOT BE LIMITED TO, IRIGATION SYSTEMS, MAIL BOXES, SIGNS, LANDSCAPE, PLANTER BEDS/BOXES, YARD DRAINS, ETC. AND SHALL BE COORDINATED AND ADDRESSED IN A TIMELY AND PROFESSIONAL MANNER. ITEMS REQUIRING REPLACEMENT SHALL BE OF EQUAL OR BETTER QUALITY.
80. THE LOCATION OF THE CONTRACTOR'S MATERIAL AND EQUIPMENT LAY-DOWN AREA SHALL BE APPROVED BY THE CITY PRIOR TO SECURING SUCH ARRANGEMENTS, AS DIRECTLY RELATED TO THE PROJECT. THE LAY-DOWN AREA SHALL BE COMPLETELY SECURED UTILIZING TEMPORARY CHAIN-LINK CONSTRUCTION FENCING WITH LOCKED GATES AND PROPER EROSION CONTROL BARRIERS. MATERIALS AND EQUIPMENT SHALL BE KEPT IN A NEAT AND UNIFORM MANNER AND THE CITY RESERVES THE RIGHT TO STOP WORK ON ANY PROPOSED DAY IF CERTAIN PUBLIC EVENTS, CITY OBSERVED HOLIDAY, ENVIRONMENTAL CONDITIONS, NEIGHBORHOOD CIRCUMSTANCES, ETC. REQUIRE SUCH ACTION. THE CONTRACTOR SHALL KNOWLEDGE. ULTIMATE RESPONSIBILITY OF THE JOB SITE DURING CONSTRUCTION (24 HRS/DAY) FOR THE ENTIRE DURATION OF THE PROJECT, REGARDLESS OF APPROVED WORK SCHEDULES AND HOURS OF OPERATION.
81. CONTRACTOR SHALL PROVIDE BOTH ROUGH AND FINISHED GRADING THAT IS NECESSARY TO PROVIDE PROPER AND UNIFORM SLOPES BACK AWAY FROM ROADWAY INFRASTRUCTURE (PAVEMENT, CURBS, SIDEWALKS DRIVEWAYS, STORM STRUCTURES, ETC.) TO THE RIGHT-OF-WAY LINE WITH MAXIMUM SLOPES NOT EXCEEDING 4:1 (H/V). IN THE EVENT THAT AN ACCEPTABLE SLOPE CANNOT BE ACHIEVED WITHIN THE RIGHT-OF-WAY LINE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING PERMISSION FROM ADJACENT PROPERTY OWNERS TO CARRY THE SLOPE BACK INTO PRIVATE PROPERTY SUFFICIENT TO MEET THE SLOPE REQUIREMENT. ALL PROPOSED BACK SLOPES AND EARTHWORK ASSOCIATED WITH CONSTRUCTION IN THE RIGHT-OF-WAY OR ON PRIVATE PROPERTY SHALL BE INCLUDED IN CONTRACTOR'S BID AND SHALL BE APPROVED BY THE CITY.
82. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING NEW DRIVEWAYS AND REPLACING EXISTING DRIVEWAYS AS SHOWN ON THE PLANS OR AS OTHERWISE DIRECTED BY THE CITY. SLOPES ON DRIVEWAYS SHALL NOT EXCEED 4:1 (H/V) AND THE CONTRACTOR SHALL SECURE PERMISSION FROM PRIVATE PROPERTY OWNERS TO SLOPE DRIVEWAY BACK ONTO PRIVATE PROPERTY AS NECESSARY TO ACHIEVE THE SLOPE REQUIREMENT AND SHALL BE APPROVED BY THE CITY. ALL EARTHWORK ASSOCIATED WITH CONSTRUCTION OF DRIVEWAYS SHALL BE INCLUDED IN THE CONTRACT PAY ITEM FOR SUBJECT WORK.
83. THE CONTRACTOR'S PROPOSED SCHEDULE OF WORK FOR BOTH STANDARD (N-F, 7AM-4PM) AND NON-STANDARD HOURS SHALL BE REVIEWED AND APPROVED BY THE CITY AND SUBMITTED FOR REVIEW IN WRITING A MINIMUM OF SEVEN (7) CALENDAR DAYS PRIOR TO COMMENCEMENT OF TEMPORARY WORK SCHEDULE. THE CITY RESERVES THE RIGHT TO STOP WORK ON ANY PROPOSED DAY IF CERTAIN PUBLIC EVENTS, CITY OBSERVED HOLIDAY, ENVIRONMENTAL CONDITIONS, NEIGHBORHOOD CIRCUMSTANCES, ETC. REQUIRE SUCH ACTION. THE CONTRACTOR SHALL KNOWLEDGE. ULTIMATE RESPONSIBILITY OF THE JOB SITE DURING CONSTRUCTION (24 HRS/DAY) FOR THE ENTIRE DURATION OF THE PROJECT, REGARDLESS OF APPROVED WORK SCHEDULES AND HOURS OF OPERATION.
84. THE CONTRACTOR SHALL PROVIDE CONFINED (TEMPORARY) VEHICULAR/PEDESTRIAN ACCESS TO PUBLIC/PRIVATE PROPERTY IN A SAFE AND FEASIBLE MANNER IN ACCORDANCE WITH THE PROJECT CONSTRUCTION PLAN. ALL SUCH ACCESS CAN BE RESTORED PERMANENTLY. TEMPORARY TEMPORARY ACCESS PLANS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL. A MINIMUM OF FIVE (5) CALENDAR DAYS PRIOR TO IMPLEMENTING ANY PROPOSED MEASURES AND COORDINATION WITH IMPACTED RESIDENTS AND/OR PROPERTY OWNERS (OR OWNER REPRESENTATIVES) MAY BE REQUIRED OF THE CONTRACTOR AS PART OF THE TEMPORARY ACCESS PLANS. ALL COST FOR SUCH TEMPORARY PLANS AND MEASURES SHALL BE COVERED/INCLUDED IN THE CONTRACTORS BIDS.
85. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK COMPETENTLY AND EFFICIENTLY, DEVOTING SUCH ATTENTION THERETO AND APPLYING SUCH SKILLS AND EXPERTISE AS MAY BE NECESSARY TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO SEE THAT ALL FINISHED WORK COMPLES ACCURATELY WITH THE CONTRACT DOCUMENTS.
86. CONTRACTOR SHALL KEEP ON THE JOB AT ALL TIMES DURING ITS PROGRESS A COMPETENT RESIDENT SUPERINTENDENT, WHO SHALL NOT BE REPLACED WITHOUT PRIOR WRITTEN NOTICE TO THE CITY EXCEPT UNDER EXTRAORDINARY CIRCUMSTANCES. THE SUPERINTENDENT AND THE PROJECT MANAGER SHALL BE THE CONTRACTOR'S REPRESENTATIVE AT THE PROJECT AND SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. ALL COMMUNICATIONS GIVEN TO THE PROJECT MANAGER AND/OR SUPERINTENDENT SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. THE CITY SHALL HAVE THE RIGHT TO DIRECT CONTRACTOR TO REMOVE AND REPLACE ITS PROJECT SUPERINTENDENT OR PROJECT MANAGER, WITH OR WITHOUT CAUSE.

EQUA NOTES

1. ALL ECUA WORK SHALL BE DONE IN ACCORDANCE WITH ECUA'S ENGINEERING MANUAL, UPDATE #1 (DATED 9/1/16) LOCATED AT WWW.ECUA.FL.GOV.
2. CONTRACTOR IS RESPONSIBLE FOR MEANS & METHODS OF TERTIARY BYPASS SYSTEM, BYPASS PUMPING/PIPING. NOTES ARE AS FOLLOWS:
- 2.1. IN THE EVENT THAT ANY SANITARY SEWER OVERTFLOW (SSOO) OCCUR AS A RESULT OF CONTRACTOR'S OPERATIONS, INCLUDING BUT NOT LIMITED TO BYPASS PUMPING ON OVERFLOW ACTIVITIES, OR ANY FAILURES THEREON, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEANUP OPERATIONS REQUIRED THEREBY AS WELL AS PAYING ALL FINES AND PENALTIES ATTENDING THEREON. ANY SUCH FINES AND PENALTIES WOULD LIKELY BE IN ACCORD WITH STIPULATED PENALTIES ECUA HAS ENTERED INTO WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PURSUANT TO PARAGRAPH 17 OF THE CONSIST ORDER REGARDING COW PILE #11-0982 - WHEREIN IT DETERMINES STIPULATED PENALTIES IN THE AMOUNT OF \$500/DAY PER DISCHARGE FOR DISCHARGES UP TO 5,000 GALLONS; \$1,000/DAY PER DISCHARGE FOR DISCHARGES FROM 5,001 GALLONS TO 10,000 GALLONS; \$2,500/DAY PER DISCHARGE FOR DISCHARGES FROM 10,001 GALLONS TO 25,000 GALLONS; \$5,000/DAY PER DISCHARGE FOR DISCHARGES FROM 25,001 GALLONS TO 100,000 GALLONS; AND \$10,000/DAY PER DISCHARGE FOR DISCHARGES IN EXCESS OF 100,000 GALLONS. AT OR AROUND THE TIME OF ANY SUCH SSO AND BEFORE FDEP DEMANDS PAYMENT, ECUA MAY REQUIRE PAYMENT FROM CONTRACTOR IN THESE AMOUNTS OR WITHOUT PAYMENT FROM CONTRACTOR IN THESE AMOUNTS, AT ECUA'S OPTION.
- 2.2. **SEWER, BYPASS, PUMPING/PIPING:** ON PROJECTS REQUIRING TEMPORARY SEWER BYPASS PUMPING/PIPING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, INSTALL, OPERATE, AND REMOVE THE APPROPRIATE SEWER MATERIALS AND EQUIPMENT AND EMPLOY THE SITE APPROPRIATE MEANS AND METHODS BY WHICH TO COMPLETE THIS TASK WITHOUT CAUSING SEWER SPLITS, OVERTOWNS, SEWER BACKUP INTO CUSTOMERS' HOMES, OR SERVICE DISRUPTIONS TO ECUA SEWER CUSTOMERS. REGARDLESS OF THE MEANS AND METHODS CHOSEN BY THE CONTRACTOR, THE FOLLOWING CONDITIONS SHALL BE MET:
- 2.2.1. ECUA TYPICALLY PAYS A LUMP SUM PRICE FOR BYPASS PUMPING/PIPING, BUT STILL DESIRES THE CONTRACTOR TO MINIMIZE THE TIME REQUIRED TO OPERATE ITS FLOW DIVERSION STRATEGY. TIME IS OF THE ESSENCE WITH WHATEVER FLOW DIVERSION METHOD CHOSEN AND IMPLEMENTED BY CONTRACTOR.
- 2.2.2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MINIMIZE, AS MUCH AS PRACTICAL, ALL IMPACTS (I.E. ABOVE GROUND PIPING ACROSS ROADS AND DRIVEWAYS) TO LOCAL RESIDENTS AND MOTORISTS, AND TO MAINTAIN TRAFFIC AND DRIVEWAY ACCESS AS MUCH AS PRACTICAL. CONTRACTOR SHALL FORMULATE WORK CLOSURES AND/OR DETOURS ON DATES AND AT HOURS AS DETERMINED AND ALLOWED BY GOVERNING ROADWAY AGENCY.
- 2.2.3. CONTRACTOR SHALL BE EQUIPPED WITH TOOLS, EQUIPMENT, MANPOWER, AND MATERIAL, NECESSARY TO CLEAN OVERTOWNS RESULTING FROM FAILURE OF SEWER BYPASS PUMPING/PIPING, TO INCLUDE USE OF ENVIRONMENTALLY FRIENDLY BIOLOGICALLY DESTRUCTANT. SEE SPECIAL CONDITION NOTE CONCERNING FINES AND PENALTIES TO BE LEVIED ON CONTRACTOR DUE TO OVERTOWNS CAUSED BY FAULTY SEWER BYPASS PUMPING/PIPING.
- 2.2.4. ECUA MAY NOT BE REALLY ABLE TO ASSIST WITH POTENTIAL PROBLEMS ASSOCIATED WITH THE CONTRACTOR'S SELECTED BYPASS PUMPING/PIPING SYSTEM. HOWEVER, SHOULD ECUA RESPOND AND/OR ASSIST WITH ISSUES ASSOCIATED WITH THE FLOW DIVERSION, THEN CONTRACTOR WILL BE CHARGED FOR ECUA PERSONNEL, VEHICLE, EQUIPMENT, AND MATERIAL COSTS.
- 2.2.5. WHEN POSSIBLE, THE CONTRACTOR SHALL CONSTRUCT THE NEW INFRASTRUCTURE FIRST (I.E. UFT STATION, FORCE MAIN, GRADITY SEWER, MANHOLE) AND PLACE INTO SERVICE WHILE THE EXISTING INFRASTRUCTURE REMAINS IN OPERATION. WHEN NOT POSSIBLE TO CONSTRUCT THE NEW INFRASTRUCTURE FIRST, THE CONTRACTOR SHALL INSTALL ITS BYPASS PUMPING/PIPING AND ASSURE ITS OPERATION PRIOR TO BEGINNING WORK ON THE NEW INFRASTRUCTURE, FOR EXISTING UFT STATIONS THAT MUST REMAIN IN OPERATION, SITE MUST REMAIN ACCESSIBLE AT ALL TIMES TO ECUA'S EXISTING (SEWER TRUCKS, TANKER TRUCKS, VACUUM TRUCKS, ETC.) GULF POWER SERVICE TRUCKS, AND BYPASS PUMPS AND GENERATORS.
- 2.2.6. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH GAS POWERED ENGINES/PUMPS:**
- 2.2.6.1. MAX DBA RATING AT 7 METERS SHALL NOT EXCEED 72 DBA (LESS THAN 72 DBA IS DESIRABLE) AND SHALL BE ACCOMPLISHED VIA THE USE OF SPECIALIZED RESIDENTIAL GRADE NOISE ATTENUATORS/MUFFLERS AND/OR Baffles.
- 2.2.6.2. PRIMARY SYSTEM SHALL BE BACKED UP WITH REDUNDANT SECONDARY SYSTEM.
- 2.2.6.3. SECONDARY PUMP SYSTEM SHALL BE SUPPLIED AND EQUIPPED WITH EMERGENCY FLOAT, AN AUTO-OVALER SHALL BE INSTALLED TO NOTIFY THE CONTRACTOR OF EMERGENCY CONDITIONS. AUTO-OVALER SHALL OAL THE FOLLOWING PERSONNEL, IN ORDER:
- 2.2.6.3.1. CONTRACTOR REPRESENTATIVE #1
- 2.2.6.3.2. CONTRACTOR REPRESENTATIVE #2
- 2.2.6.3.3. CONTRACTOR REPRESENTATIVE #3
- 2.2.6.3.4. BYPASS PUMP COMPANY REPRESENTATIVE #1
- 2.2.6.3.5. BYPASS PUMP COMPANY REPRESENTATIVE #2
- 2.2.6.3.6. ECUA PROJECT INSPECTOR
- 2.2.6.3.7. ECUA UFT STATION SCAHA (909-2211)
- 2.2.6.4. CONTRACTOR SHALL PROVIDE NAME AND 2 PHONE NUMBERS EACH OF AT LEAST THREE CONTRACTOR REPRESENTATIVES THAT WILL BE AVAILABLE TO RESPOND TO EMERGENCIES. THIS INFO WILL BE SUPPLIED TO THE ENGINEER, ECUA, AND THE FDEP.
- 2.2.6.5. CONTRACTOR SHALL HAVE CROW, EQUIPMENT, AND SUPPLIES CAPABLE OF MAKING NEEDED REPAIRS ON SITE WITHIN 4 HOURS OF INTER-FACTOR RESPONSE. (FIRST CONTACT ATTEMPTED IN AN EMERGENCY SITUATION, CONTRACTOR SHALL PAY \$1,000 FOR EACH HOUR IT IS NOT ON SITE AND FULLY OPERATIONAL AFTER THE INITIAL TWO HOUR RESPONSE WINDOW.
- 2.2.6.6. CONTRACTOR SHALL PROVIDE REPAIRS AND HAVE FLOW DIVERSION BACK IN FULL OPERATION WITHIN 4 HOURS OF INITIAL NOTIFICATION (FIRST CONTACT ATTEMPTED). CONTRACTOR SHALL PAY \$1,000 FOR EACH HOUR THE BYPASS PUMPING/PIPING SYSTEM IS NOT OPERATIONAL, AFTER THE INITIAL FOUR HOUR RESPONSE WINDOW.
- 2.2.6.7. FUEL TANKS SHALL MEET ALL REGULATORY REQUIREMENTS (I.E. DOUBLE HULL, ETC.).
- 2.2.6.8. ALL SUCTON AND DISCHARGE PIPING SHALL BE WELDED HOPE AND ALL VALVES, CHECK VALVES, AND OTHER FITTINGS SHALL BE FLANGED.
- 2.2.7. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH VACUUM TRUCKS, TANKER TRUCKS, OR FRAC (STORAGE) TANKS:**
- 2.2.7.1. ALL MATERIAL COLLECTED BY VACUUM TRUCKS, TANKER TRUCKS, AND FRAC TANKS MUST BE TAKEN TO ECUA'S CENTRAL WFF IN CANTONMENT UNLESS OTHERWISE COORDINATED, ALLOWED, AND DICTATED ECUA.
- 2.2.8. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH USAGE OF COLLECTION SYSTEM STORAGE:**
- 2.2.8.1. ALTHOUGH HEAVILY DISCOURAGED, IT IS UNDERSTOOD THAT VERY BRIEF MOMENTS OF COLLECTION SYSTEM STORAGE ARE NEEDED FROM TIME TO TIME IN ORDER TO INCORPORATE BYPASS PIPING/PUMPING MEASURES. CONTRACTOR SHALL SCHEDULE SUCH MOMENTS TO VERY LOW FLOW PERIODS AND FOR VERY BRIEF PERIODS. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SEWER BACK-UPS INTO PRIVATE PROPERTIES AS A RESULT OF ITS USE OF COLLECTION SYSTEM STORAGE. CONTRACTOR IS RESPONSIBLE FOR CLEANING PORTIONS OF COLLECTION SYSTEM USED FOR STORAGE SHOULD DEPOSITION AS A RESULT OF SYSTEM STORAGE.
- 2.2.9. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH OTHER MEANS AND METHODS NOT CONTAINED IN THIS SECTION**
- 2.2.9.1. OTHER BYPASS PUMPING/PIPING METHODS SYSTEMS REQUIRES REVIEW AND APPROVAL BY ECUA.
3. CONTRACTOR SHALL USE 316 SS FERROC SLEEVES WHEN CONNECTING NEW SEWER MAIN TO EXISTING SEWER MAIN.
4. CONTRACTOR SHALL COORDINATE WITH ECUA'S MANHOLE COATING CONTRACTOR SUCH THAT IMMEDIATELY AFTER MANHOLE IS SET AND PRIOR TO FLOW BEING INTRODUCTED TO MANHOLE, COATING CONTRACTOR IS ALLOWED TO APPLY COATING.
5. ADJUST ALL ECUA MANHOLES AND WATER VALVE BOXES TO FINISH GRADE IN AREAS OF PAVEMENT REPLACEMENT.
6. ALL NEW WATER LINES SHALL BE CLEANED, DISINFECTED AND BACTERIOLOGICALLY ALIGNED FOR SERVICE IN ACCORDANCE WITH THE LATEST ANMA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION RULES AND REGULATIONS.
7. ALL WATER MAINS SHALL BE NSF APPROVED FOR POTABLE WATER USE.
8. MAINTAIN 18" MIN. VERTICAL SEPARATION BETWEEN ALL POTABLE WATER MAINS AND SANITARY SEWER GRAVITY AND FORCE MAIN LINES WITH THE WATER MAIN ABOVE THE SEWER MAIN.
9. WHERE THE WATER MAIN CROSSES THE SANITARY SEWER, THE SEWER MAIN SHALL BE ENCASED IN CONCRETE FOR A DISTANCE OF 10 FEET BOTH SIDES OF THE WATER MAIN, UNLESS A MINIMUM OF 18" VERTICAL SEPARATION IS MAINTAINED WITH THE WATER MAIN ABOVE THE SEWER MAIN.
10. PVC PIPE FOR GRAVITY SANITARY SEWER IS TO BE MADE OF CLASS 11332-B COMPOUND CONFORMING TO ASTM-3034.
11. PVC PIPE FOR WATER IS TO BE ANMA C900, DR25.
12. ALL VALVE BOXES SHALL BE SET FLUSH WITH FINISHED GRADE.
13. THE TOPS OF ALL DISTURBED MANHOLES AND JUNCTION BOXES SHALL BE SET FLUSH WITH THE PAVEMENT OR, WHEN NOT IN THE PAVEMENT, FLUSH WITH FINISHED GRADE.
14. ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEWER, DRAINS AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION.
15. ALL NEW WATER AND SEWER MAINS SHALL HAVE A MINIMUM COVER OF 30 INCHES.
16. POTABLE WATER LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND COMPLY WITH ANY TESTING REQUIRED BY THE LOCAL GOVERNING AGENCY IN ADDITION TO THE TESTING REQUIREMENTS OUTLINED IN THE SPECIFICATIONS.
18. ROOF DRAINS, FOUNDATION DRAINS AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

SPECIAL NOTES:

1. THE INSTALLATION OF SHEET PILES OR OTHER SHORING SHALL NOT BE PERFORMED BY VIBRATORY OR IMPACT HAMMER MEANS.
2. THE CONTRACTOR SHALL PROVIDE THE CITY ENGINEER WITH THE PROPOSED METHOD OF SHORING/PROTECTION FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY SUPPORT, BRACING OR RELOCATION AS REQUIRED. CONTRACTOR'S BID SHALL REFLECT ANY COST(S) FOR SUCH. (TYPE, ENTER PROJECT).
4. CONTRACTORS SHALL BE RESPONSIBLE FOR IMPLEMENTING ADEQUATE AND PROPER BY-PASSES FOR STORMWATER AND SANITARY SEWER AND PROPOSED METHODS SHALL BE APPROVED BY THE CITY AND ECHO RESPECTIVELY.
5. NOW AND DURING STORM WATER STRUCTURES/PIPES SHALL BE PROFESSIONALLY CLEANED OF SEDIMENT/DEBRIS WITH VACUUM TRUCK-SYSTEM AT FINAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE BY THE CITY. CITY SHALL BE AFFORDED OPPORTUNITY TO INSPECT PROFESSIONALLY CLEANED STRUCTURES/PIPES AT A TIME IN WHICH THE PIPE IS VOID OF WATER.
6. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR AND MAINTAIN ANY/ALL NEWLY INSTALLED INFRASTRUCTURE PRIOR TO FINAL ACCEPTANCE BY THE CITY. FINAL ACCEPTANCE WILL NOT BE GRANTED UNTIL THE CITY HAS BEEN AFFORDED THE OPPORTUNITY TO PROPERLY INSPECT SAID INFRASTRUCTURE AS PART OF THE FINAL INSPECTION AT PROJECT COMPLETION.
7. NEWLY INSTALLED STORM WATER STRUCTURES/PIPES SHALL NOT BE UTILIZED AS CONTRACTOR MEANS & METHODS TO ROUTE OR COLLECT ANY WATER PRIOR TO FINAL ACCEPTANCE BY THE CITY. FINAL ACCEPTANCE WILL NOT BE GRANTED UNTIL THE CITY HAS BEEN AFFORDED THE OPPORTUNITY TO INSPECT STRUCTURES/PIPES AS PART OF THE FINAL INSPECTION AT PROJECT COMPLETION.
7. CONTRACTORS SHALL NOTE THAT THE CITY'S REVIEW OF SHOP DRAWINGS IS TO VERIFY ELEVATIONS AND DIMENSIONS AS PER THE PLANS, DURING DESIGN AND PLANS PRODUCTION, THE CITY DOES EVERYTHING POSSIBLE TO ENSURE CONSTRUCTIBILITY AND AVOID CONFLICTS, EVEN SO, AS CONSTRUCTIBILITY IS ULTIMATELY DEPENDENT ON A CONTRACTOR'S MEANS & METHODS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING CONSTRUCTABILITY PRIOR TO ORDERING ANY MATERIALS FOR THIS PROJECT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR GENERAL UPGRADE OF THE AESTHETICS OF THE JOBSITE, DEBRIS, TRASH, AND RUBBLE SHALL BE REMOVED FROM THE SITE ON A REGULAR BASIS AND GRASS/WEEDS SHALL BE REGULARLY CUT TO ENSURE THE SITE DOES NOT BECOME UNSIGHTLY AND/OR OVERGROWN.
9. CONTRACTOR SHALL INSTALL AND PROPERLY MAINTAIN A DOUBLE-NOW OF TURBIDITY CURTAINS IN BAYOU TERRA AT THE 19TH AND 20TH AVE. STORMWATER OUTFALLS PRIOR TO ANY DECAUTION OR CONSTRUCTION WORK SEE DETAIL.
11. THE CITY OF PENSACOLA RESERVES THE RIGHT TO BE RESPONSIBLE FOR ALL OUTSIDE MAINTENANCE AND/OR CORRESPONDENCE REGARDING THIS PROJECT. THE CONTRACTOR AGREES THAT HE SHALL NEITHER INITIATE NOR REQUEST ANYONE REQUESTING DETAILS ABOUT THIS PROJECT. SHOULD THE CONTRACTOR BE APPROACHED, THE CITY OF PENSACOLA WILL PROVIDE PERSONAL ON THE JOBSITE TO WHOM THE CONTRACTOR SHALL DIRECT THESE INQUIRES. THE CITY OF PENSACOLA MAY IMPOSE A \$500.00 FINE TO THE CONTRACTOR FOR EACH OCCURRENCE IN WHICH THIS AGREEMENT IS NOT COMPLIED WITH.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMISSION OF THEIR EXCAVATION, SHORING, AND DECAUTION PLAN TO THE CITY OF PENSACOLA FOR APPROVAL. THIS SHALL INCLUDE SUBMITTAL OF AN FSEP-APPROVED FILLS PERMIT.
13. NO TURBID WATER SHALL BE DISCHARGED FROM THIS JOBSITE. CONTRACTOR SHALL BE RESPONSIBLE FOR FILTERING, SETTLING, AND/OR REMOVAL OF TURBIDITY OF WATER THROUGH MEANS APPROVED BY THE CITY OF PENSACOLA.
14. REGARDLESS OF THE SOURCE, THE CONTRACTOR IS RESPONSIBLE FOR PREVENTION OF DAMAGE TO ANY EXISTING OR INSTALLED INFRASTRUCTURE WITHIN THE BOUNDARIES OF THIS JOBSITE AND SHALL REPAIR/REPLACE ANY DAMAGE AT HIS OWN COST.

PROJECT SPECIFIC NOTES

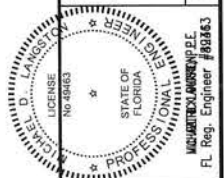
1. ALL CONSTRUCTION ASSOCIATION WITH INSTALLATION OF STORM STRUCTURES AND PIPE SHALL COMPLY WITH THE CITY OF PENSACOLA STORM AND SEWER SPECIFICATIONS.
2. ALL OPENINGS FOR STORMWATER PIPES SHALL BE PROVIDED WITH A MINIMUM 12" CONCRETE COLLAR OUTSIDE OF THE MANHOLE.
3. ALL PIPE JOINTS TO BE WRAPPED WITH A NON-WOVEN FILTER FABRIC BEFORE BACKFILL ACTIVITIES.

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

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ENGINEERING BUSINESS: EB-0000340

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BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO: 24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
DESIGNED BY: HB				
DRAWN BY: RGG				
CHECK'D BY: MBL				
PROJ. MGR: MDL				
DATE: JAN 2021	NOT RELEASED FOR CONSTRUCTION BY: DATE: / /			

GENERAL NOTES

G-001

UTILITY CONTACTS	
UTILITY COMPANY:	CONTACT / PHONE / FAX / E-MAIL:
SUNSHINE ONE	1-800-432-4770
ECUA ENGINEERING DEPARTMENT 3363 WEST PARK PLACE PENSACOLA, FLORIDA 32505	(TEL): 969-6501 (FAX): 494-7335 PETER.KUMMER@ECUA.ORG
	PETE KUMMER, P.E. (TEL): 969-6643 PETER.KUMMER@ECUA.FL.GOV
AT& T 605 GARDEN STREET PENSACOLA, FLORIDA 32501	JONATHAN BLANKINCHIP (TEL):436-1489 (C):850-624-7093 (FAX):436-1486 JB966P@ATT.COM
COX COMMUNICATIONS 2205 LaVISTA DRIVE PENSACOLA, FLORIDA 32504	TROY YOUNG (FIELD INSPECTOR) (OFFICE): 850-857-4510 (C): 850-232-5044 GARY HARRELL (CONSTRUCTION SUPERVISOR) (OFFICE): 352-337-2025 (C): 352-339-2118
PENSACOLA ENERGY 1625 ATWOOD DRIVE PENSACOLA, FLORIDA 32514	DIANE MOORE (TEL): 474-5319 (FAX): 474-5330 DMOORE@CITYOFPENSACOLA.COM WWW.ESP.NATURALGAS.COM
GULF POWER - ECUA LIASONS 2501 WEST WRIGHT STREET PENSACOLA, FL 32505	TERRY RUSSELL (TEL): 505-5346 (CELL): 324-3126 TLRUSSEL@SOUTHERNCO.COM
GULF POWER ONE ENERGY PLACE PENSACOLA, FLORIDA 32520-0047	CHAD SWAILS (TEL): 429-2446 CESWAILS@SOUTHERNCO.COM
GULF SOUTH PIPELINE 480 VAN PELT LANE PENSACOLA, FL 32505	(TEL): 484-0554 (FAX): 484-0557
EARTHLINK NET. 1791 O.G. SKINNER DRIVE WEST POINT, GA. 31833	NETWORK OPERATIONS 800-374-2350 FRANKWILCOX@CORP.EARTHLINK.COM
LEVEL 3 COMMUNICATIONS 1025 ELDORADO BOULEVARD BROOMFIELD, CO. 80021	KEN WHITING, NETWORK RELOCATIONS TEL:(720) 888-5686 FAX:(720) 888-3193
CENTURY LINK 2425 NORTH MCKENZIE STREET FOLEY, AL 36535	TEL:(251) 952-5100 FAX:(251) 971-1856
SPRINT 10 EAST DRURY KISSIMMEE, FL 34744	TEL:(407) 932-1560 FAX:(407) 932-0489
MCI 812 OHIO AVENUE LYNN HAVEN, FL 32444	OSP MAINTENANCE SERVICES TEL:(850) 265-3652 PAGER:(877) 914-3848 CHUCK.VRUNICK@VERISONBUSINESS.COM

LEGEND

	EXISTING CONTOUR W/ELEVATION		EXISTING TELEPHONE PEDESTAL
	FINISHED CONTOUR W/ELEVATION		EXISTING SANITARY MANHOLE
	BENCH-MARK		EXISTING STORM MANHOLE
	EXISTING SANITARY SEWER MAIN		EXISTING WATER VALVE
	EXISTING WATER MAIN		EXISTING MAILBOX
	EXISTING OVERHEAD ELECTRIC		FINISHED SPOT GRADE
	EXISTING GAS MAIN		EXISTING TREE TO BE REMOVED
	EXISTING FENCE		SILT FENCE
	NEW FENCE		DRAINAGE FLOW DIRECTION
	TO BE REMOVED		PALM TREE
	PAVEMENT AND BASE TO BE REMOVED		PINE TREE
	DRIVEWAY TO BE REMOVED		OAK TREE
	EXISTING POWER POLE & GUY WIRE		
	EXISTING FIRE HYDRANT (FH)		
	EXISTING WATER METER		

NOTES:

1. ALL WATER SYSTEM RELOCATIONS SHALL BE IN ACCORDANCE WITH ECUA ENGINEERING MANUAL, LATEST EDITION.
2. WATER SERVICE LINES TO INDIVIDUAL RESIDENCES WILL BE IMPACTED SERVICE LINE MUST BE RECONNECTED IMMEDIATELY AFTER DAMAGE OR RELOCATION, REPAIRS AND RELOCATIONS SHALL BE IN ACCORDANCE WITH ECUA ENGINEERING MANUAL, LATEST EDITION.

BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: HB				
DRAWN BY: RGS				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JAN 2021				

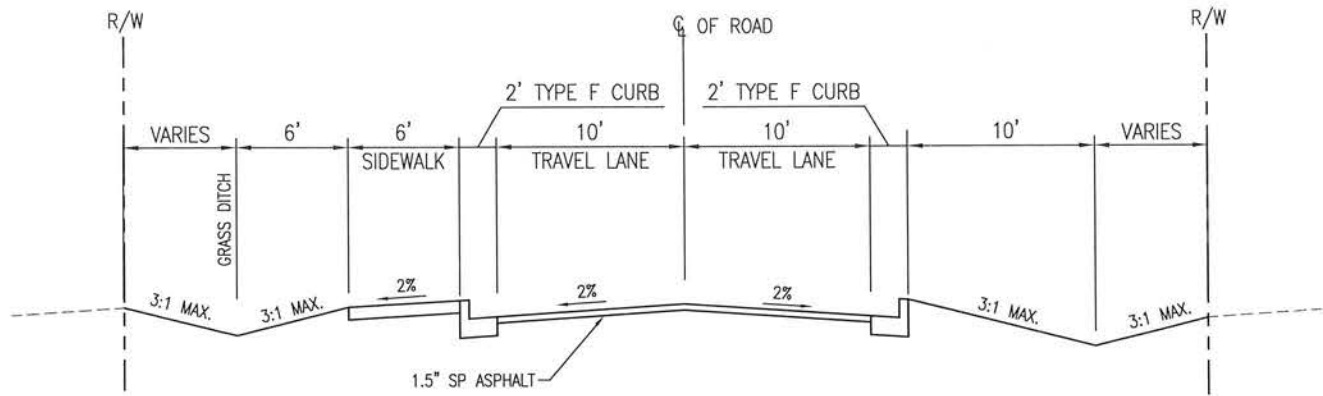
UTILITY CONTACTS
& LEGEND

G-002

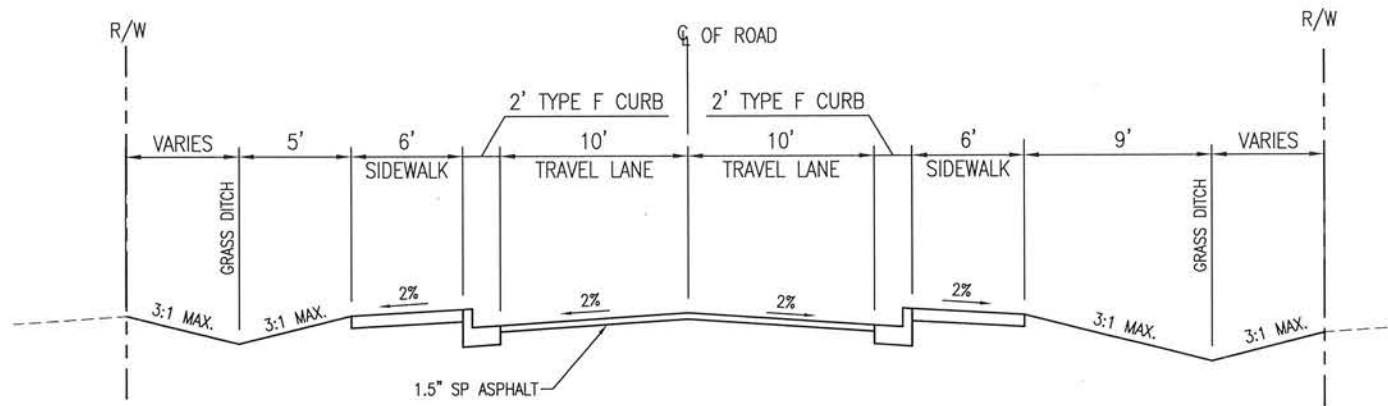
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ENGINEERING BUSINESS EB-0000340
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FL. Reg. Engineer #88863

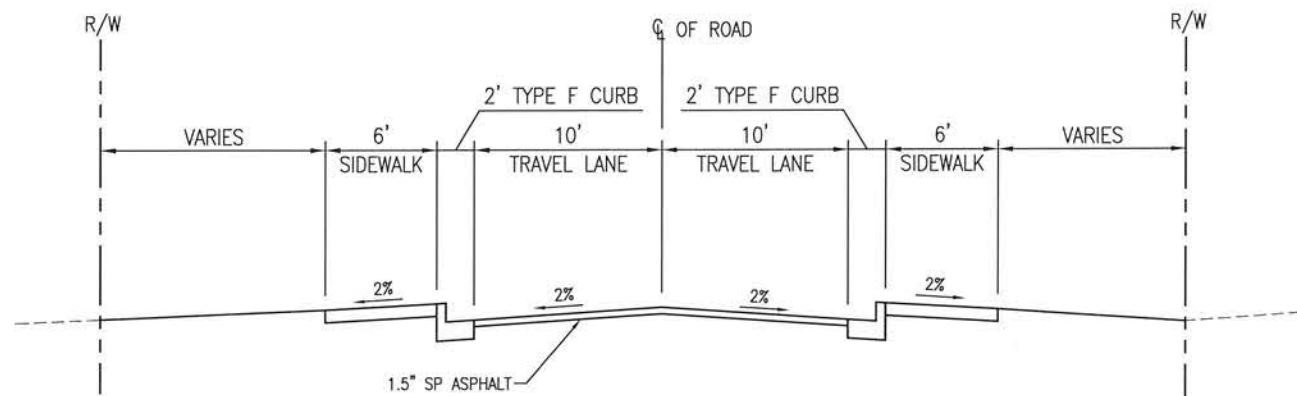
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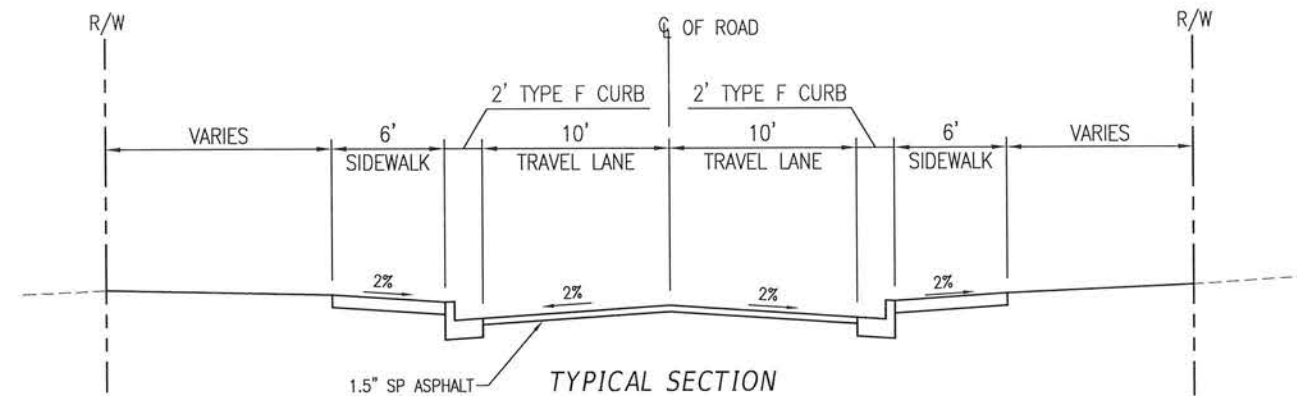
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NOT TO SCALE



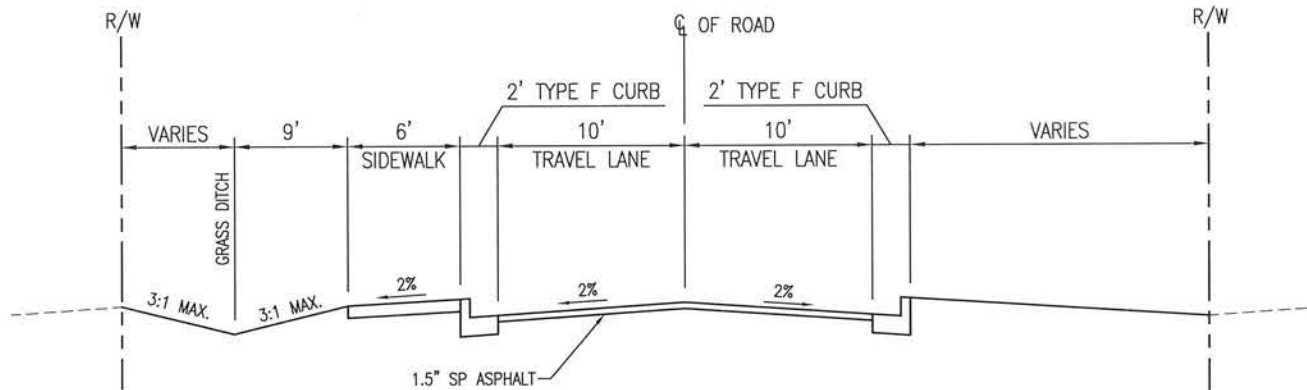
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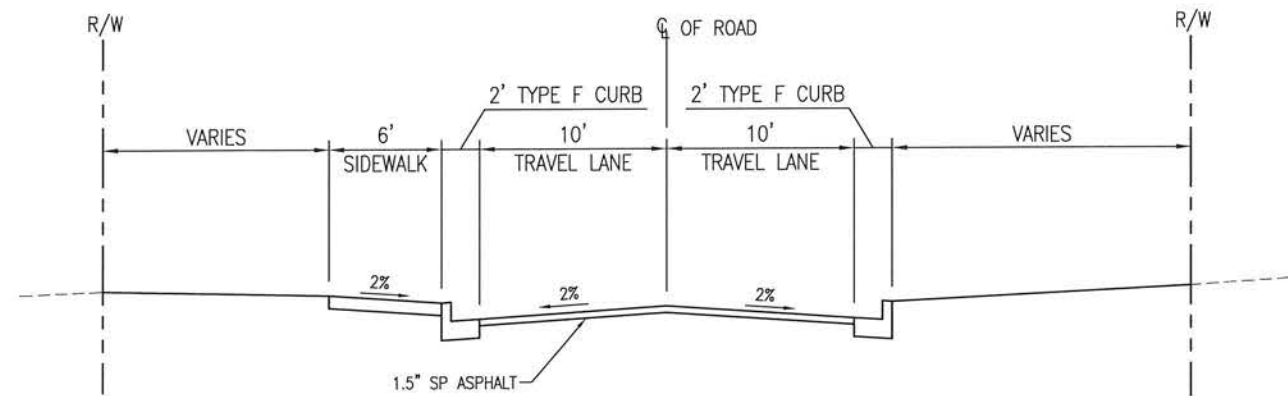
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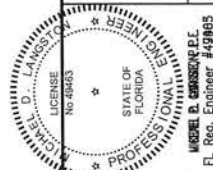
TYPICAL SECTION
STA 31+76 TO STA 33+66
SIDEWALK LT SIDE ONLY STA 34+36 TO 39+87
SIDEWALK LT SIDE ONLY STA 40+50 TO 44+25
NOT TO SCALE



TYPICAL SECTION
STA 45+73 TO STA 52+91
NOT TO SCALE



TYPICAL SECTION
STA 52+91 TO STA 57+20
NOT TO SCALE



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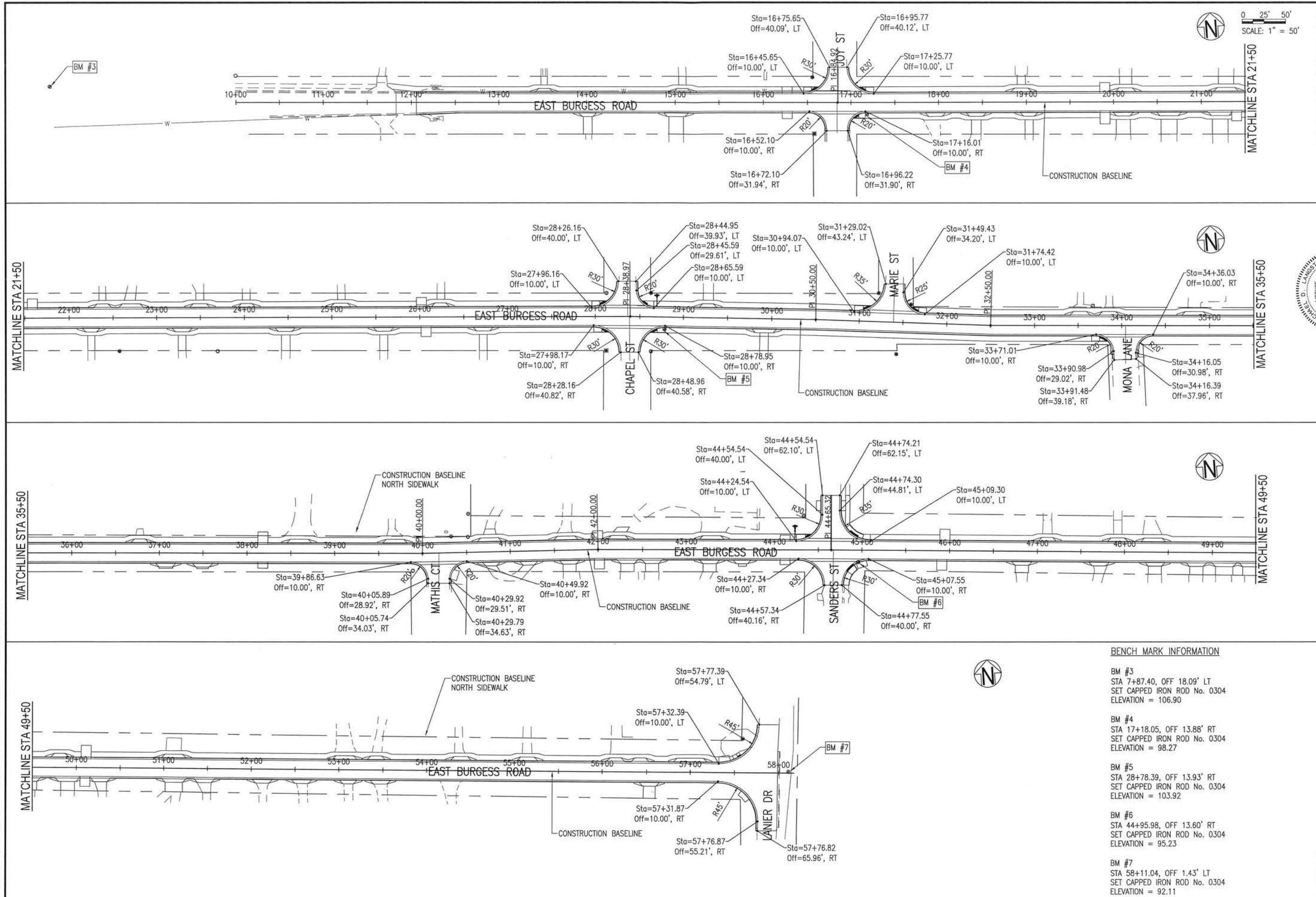
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
DESIGNED BY:	RFG				
DRAWN BY:	RFG				
CHK'D BY:					
PROJ. MGR:	MDL				
DATE:	JAN 2021				

TYPICAL SECTIONS

G-003

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BURGESS ROAD
SIDEWALK DESIGN

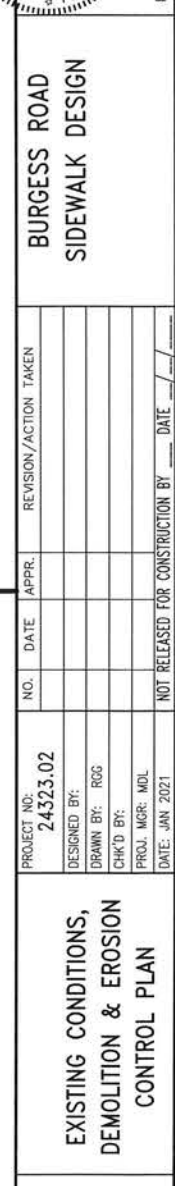
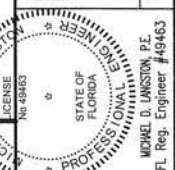
NO.	DATE	APPR.	REVISION/ACTION TAKEN
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CONTROL PLAN

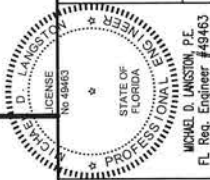
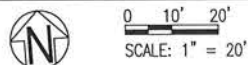
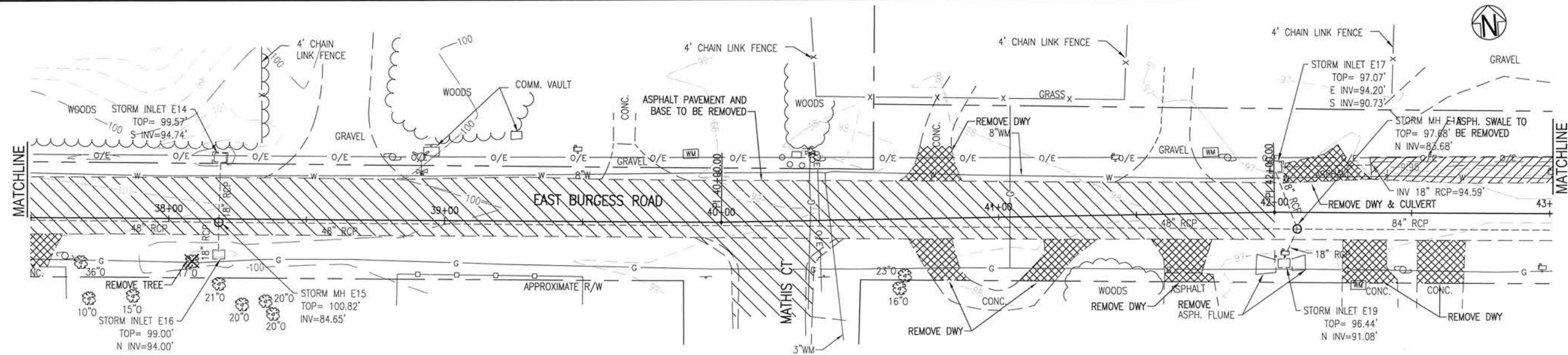
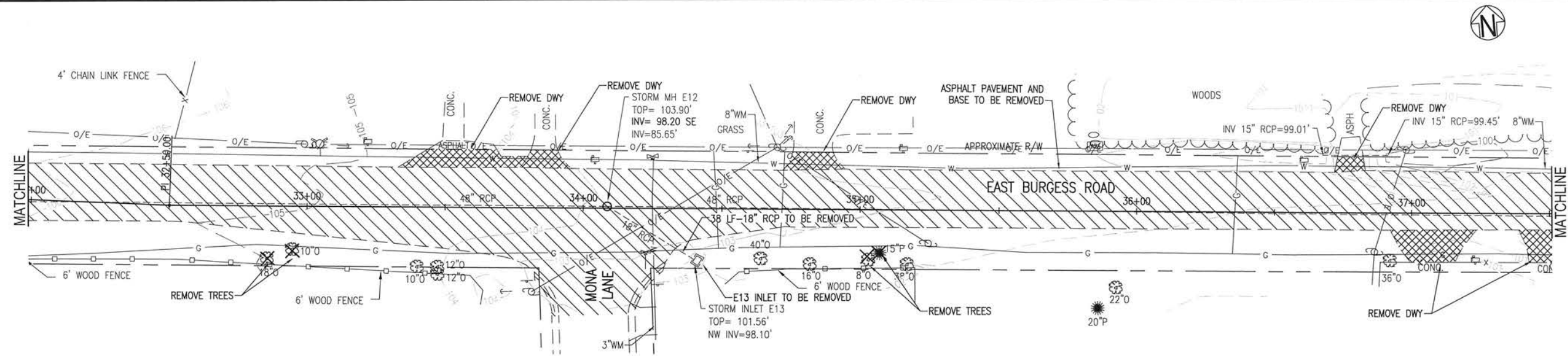
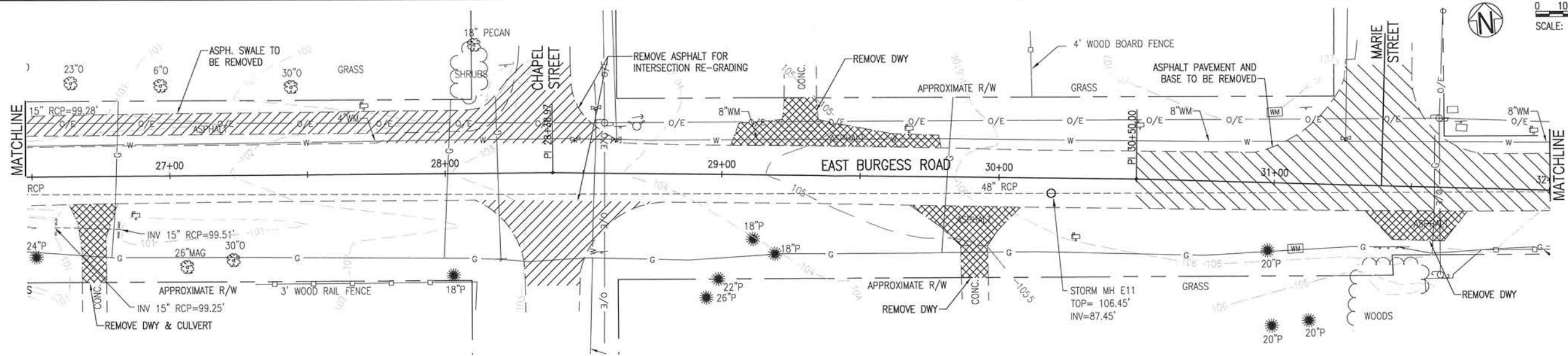
C-100

PROJECT NO: 24323.02
DESIGNED BY: HB
DRAWN BY: RGG
CHK'D BY: MDL
PROJ. MGR: MDL
DATE: JAN 2021

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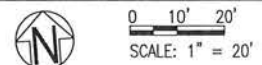
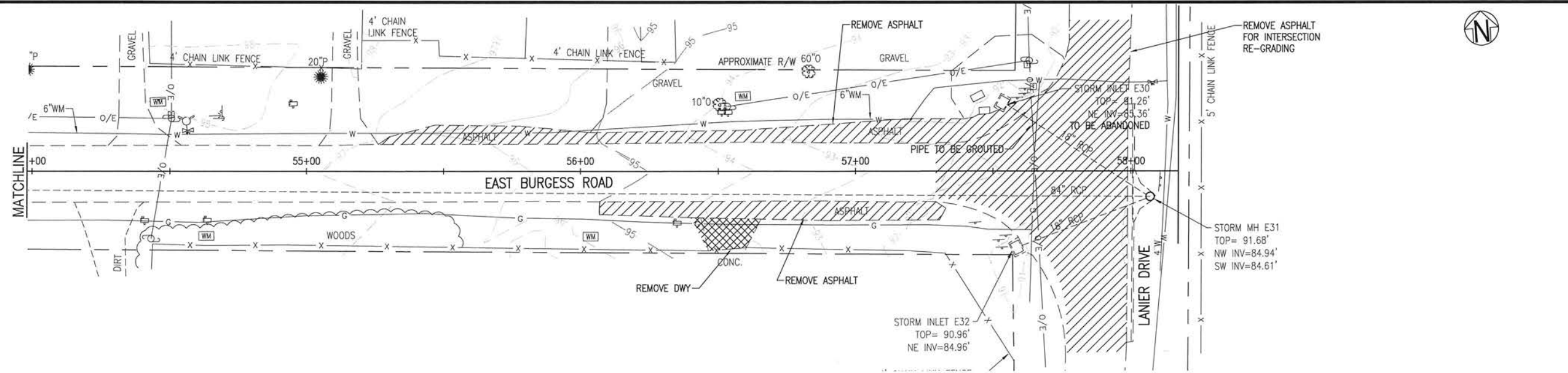
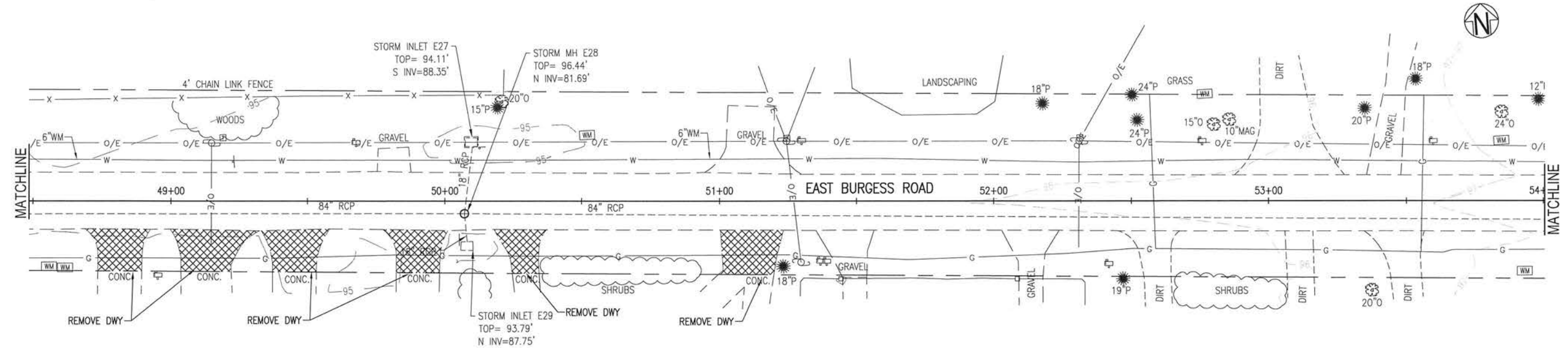
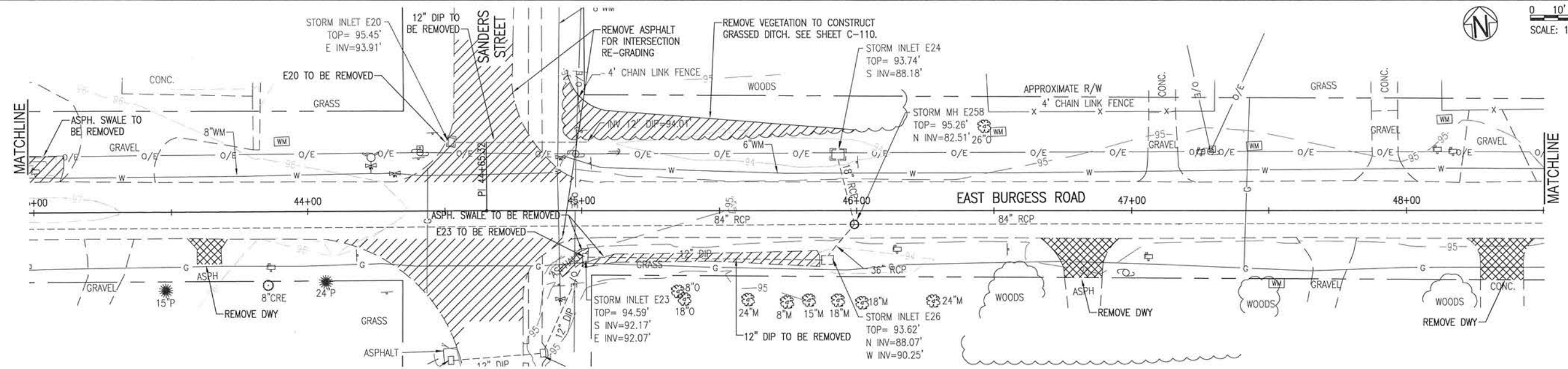
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	DATE	REVISION/ACTION TAKEN
24323.02		
DESIGNED BY:		
DRAWN BY: RCG		
CHECKED BY:		
PROJECT MGR: MDL		
DATE: JAN 2021		

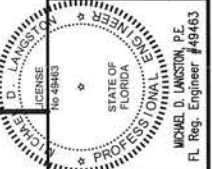
**EXISTING CONDITIONS,
DEMOLITION & EROSION
CONTROL PLAN**

C-102

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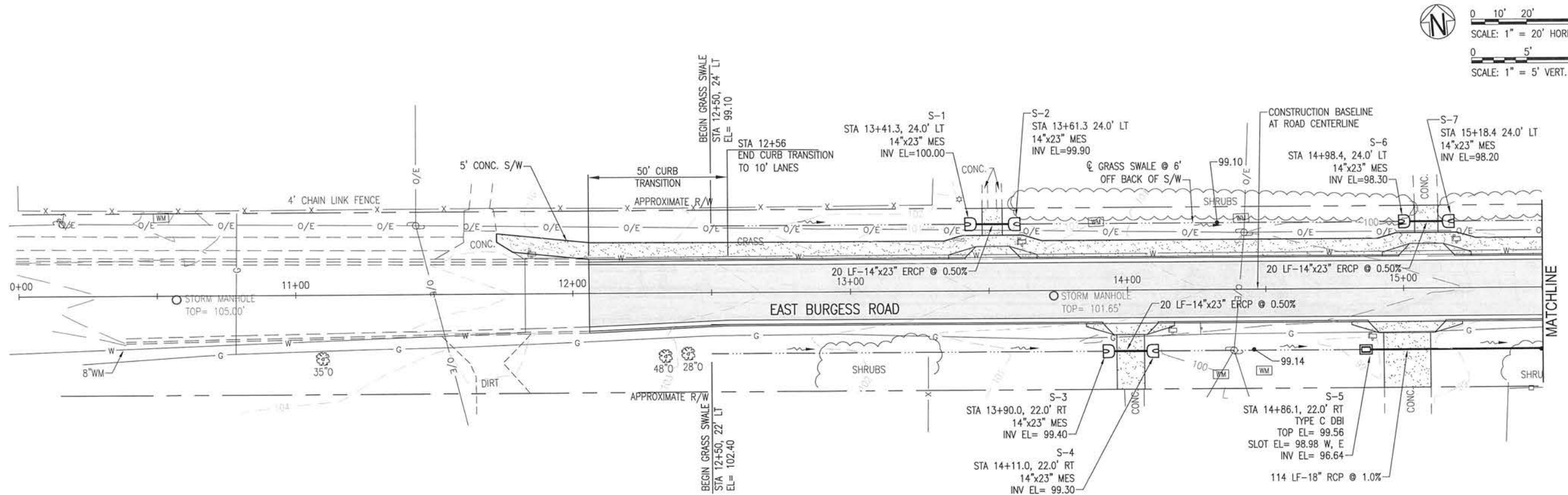


**BURGESS ROAD
SIDEWALK DESIGN**

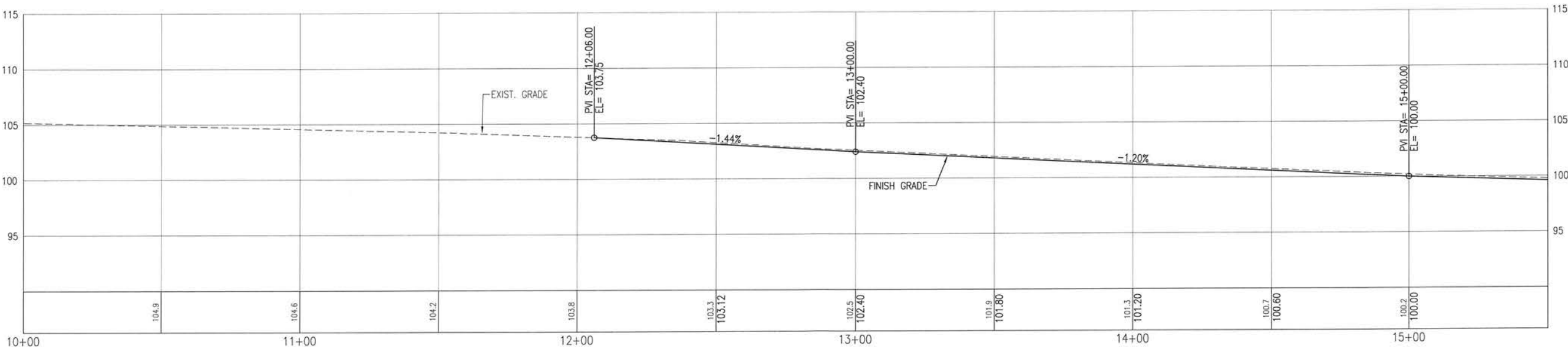
PROJECT NO.	DATE	APPR.	REVISION / ACTION TAKEN
24323.02			
DESIGNED BY:			
DRAWN BY: RGG			
CHECKED BY:			
PROJ. MGR: MOL			
DATE: JAN 2021			

**EXISTING CONDITIONS,
DEMOLITION & EROSION
CONTROL PLAN**

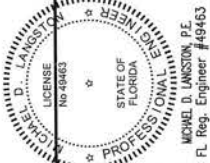
C-103



NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C



LEGEND:
MOD. MODIFIED
S/W SIDEWALK
MES MITERED END SECTION
DBI DITCH BOTTOM INLET
C&G CURB & GUTTER
FG FOREGROUND
BG BACKGROUND



BURGESS ROAD
SIDEWALK DESIGN

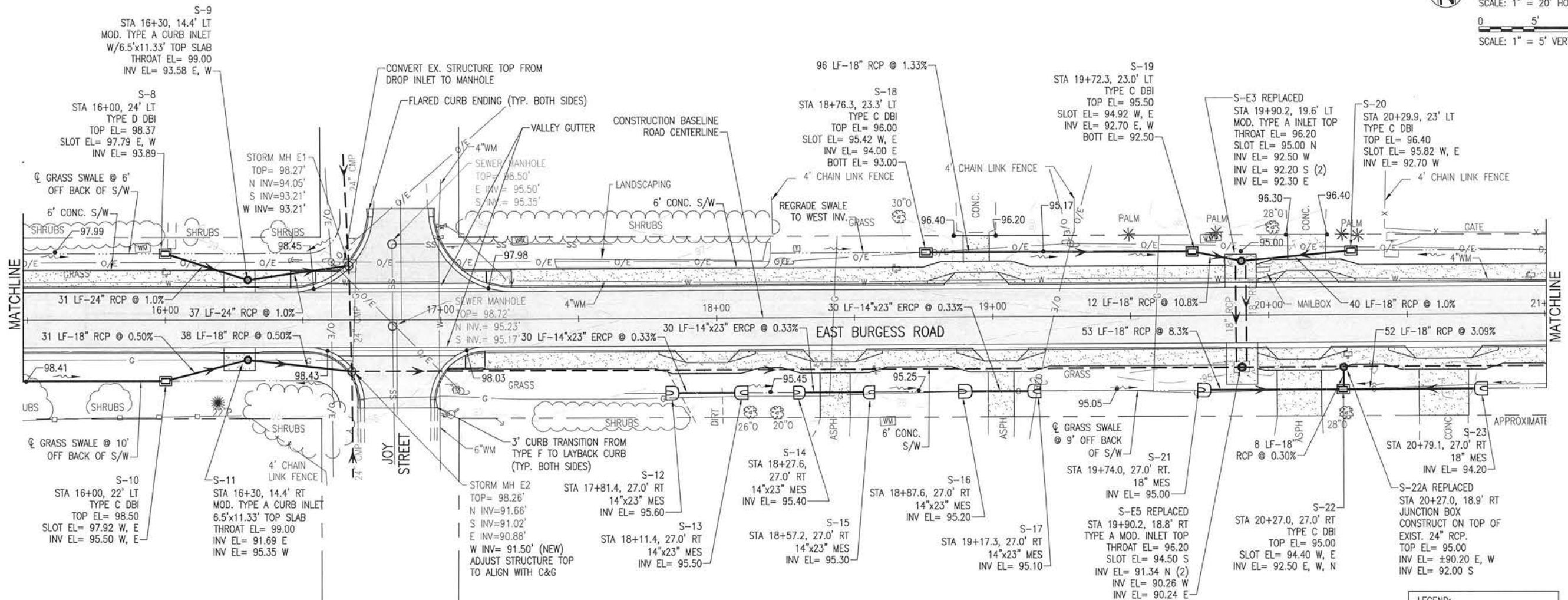
PROJECT NO.	DESIGNED BY	DRAWN BY	CHK'D BY	PROJ. MGR.	DATE
24323.02	RG	RG			

NO.	DATE	APPR.	REVISION/ACTION TAKEN

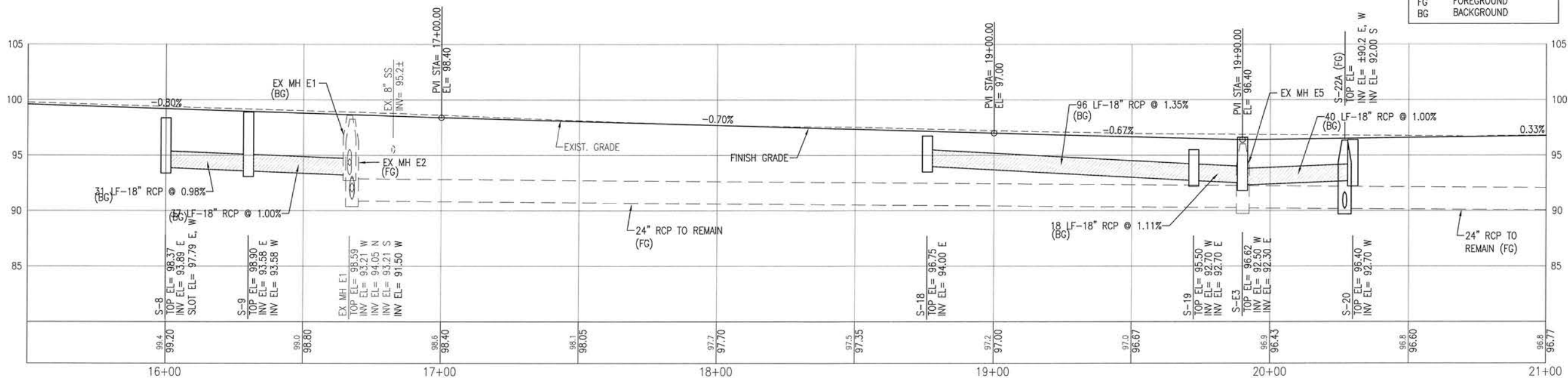
ROADWAY IMPROVEMENTS
PLAN & PROFILE

C-104

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
48 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS EB-0000940
Pensacola - Panama City Beach - Tallahassee - Mobile
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NOTE:
BACKGROUND IS LEFT OF
FOREGROUND IS RIGHT OF



LEGEND:

MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850)438-8661
ENGINEERING BUSINESS: EB-000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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WAYNE D. LANNING, P.E.
FL. Reg. Engineer #44463

BURGESS ROAD
SIDEWALK DESIGN

NO.	DATE	APPR.	REVISION/ACTION TAKEN

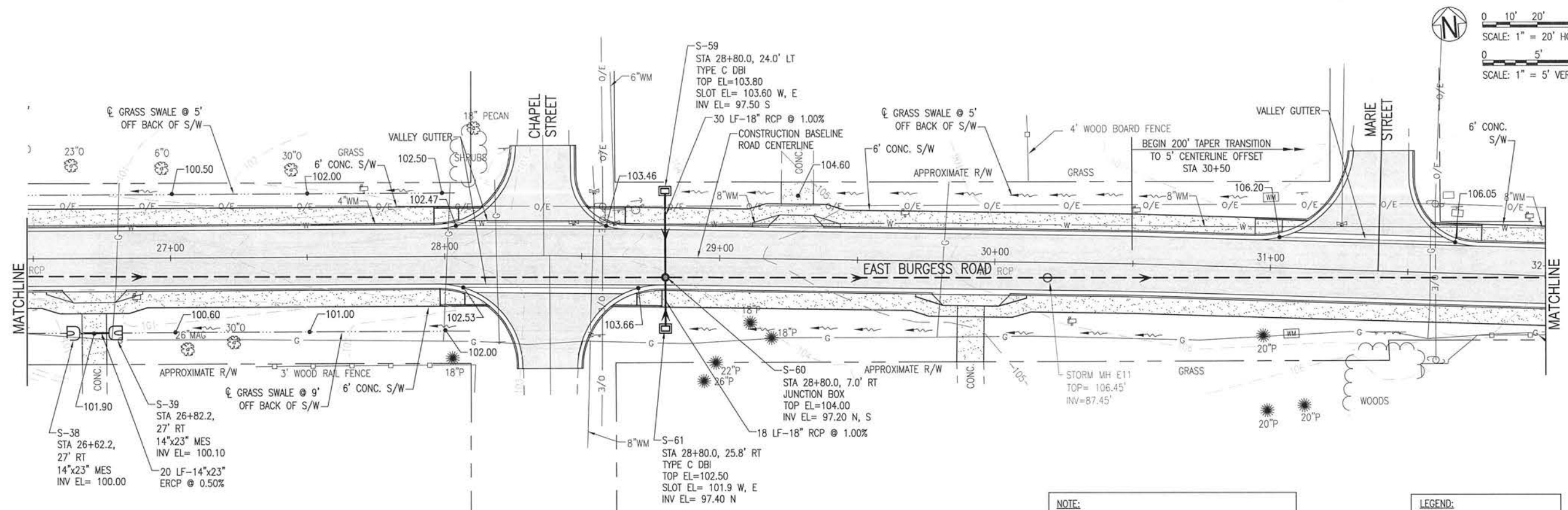
PROJECT NO: 24323.02
DESIGNED BY: RGG
DRAWN BY: RGG
CHK'D BY: RGG
PROJ. MGR: MOL
DATE: JAN 2021

NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____

ROADWAY IMPROVEMENTS
PLAN & PROFILE

C-105

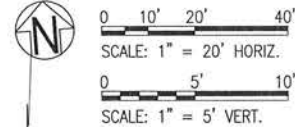
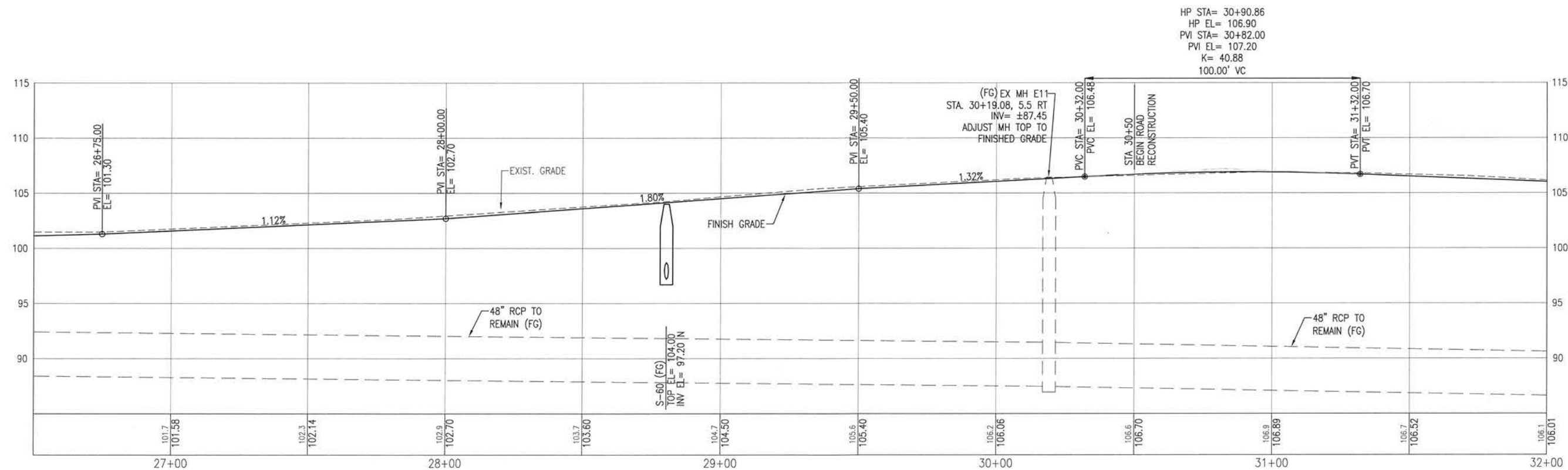
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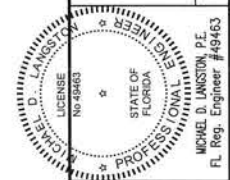
NOTE:
BACKGROUND IS LEFT OF ϕ
FOREGROUND IS RIGHT OF ϕ

NOTE:
COMPLETE ROAD CONSTRUCTION REQUIRED BETWEEN
STA. 30+50 AND STA. 45+50. RECONSTRUCTION WILL
INCLUDE PAVEMENT, BASE AND SUBGRADE.

LEGEND:
MOD. MODIFIED
S/W SIDEWALK
MES MITERED END SECTION
DBI DITCH BOTTOM INLET
C&G CURB & GUTTER
FG FOREGROUND
BG BACKGROUND



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-6661
ENGINEERING BUSINESS: EB-00000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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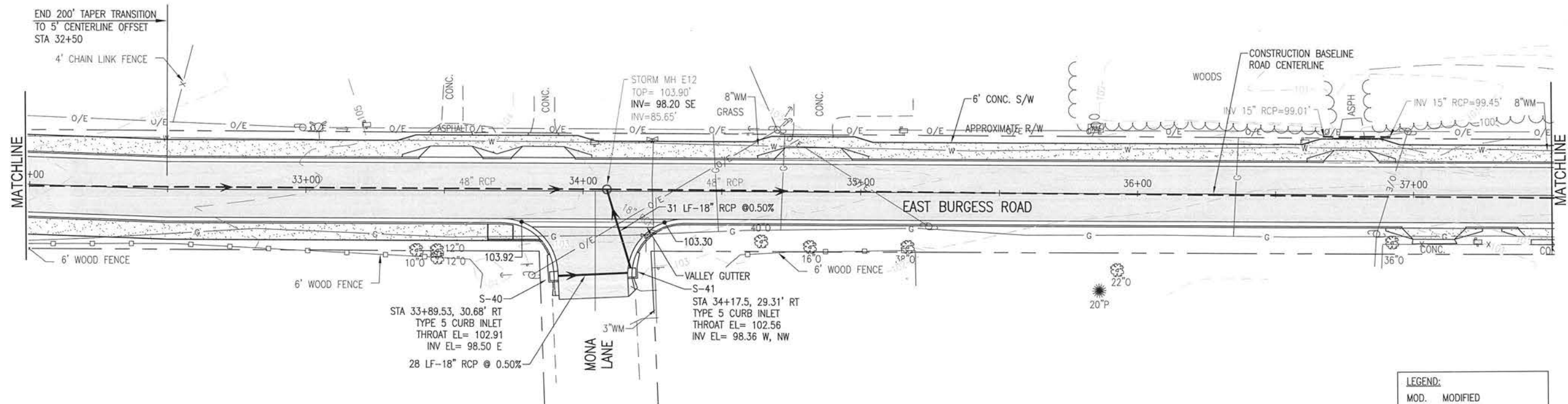


**BURGESS ROAD
SIDEWALK DESIGN**

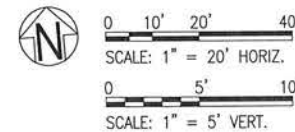
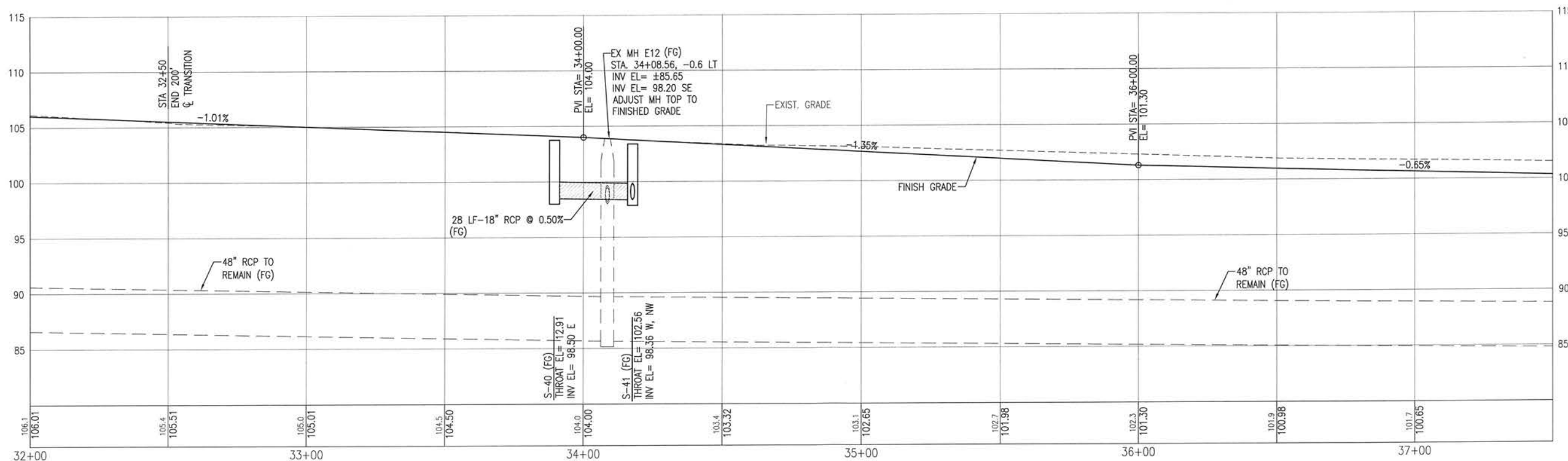
PROJECT NO.	DESIGNED BY:	DRAWN BY:	CHKD BY:	PROJ. MGR:	DATE:
24323.02	RG	RG		MDL	JAN 2021
NO.	DATE	APPR.	REVISION/ACTION	TAKEN	

**ROADWAY IMPROVEMENTS
PLAN & PROFILE**
C-107

E:\DWG\243\24323.02\G-104-112 P&P.dwg, Jan 12, 2021 - 8:39:53AM, rgaiger

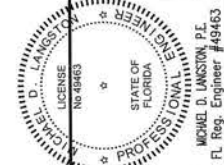


NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C



LEGEND:	
MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST. - PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS EB-0000940
Pensacola - Panama City Beach - Tallahassee - Mobile
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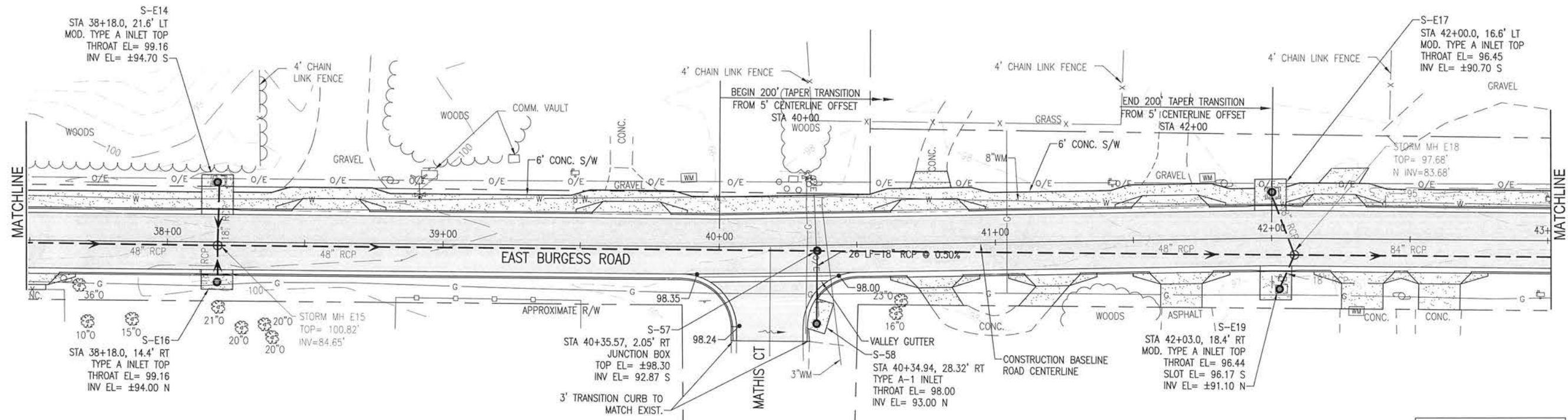
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

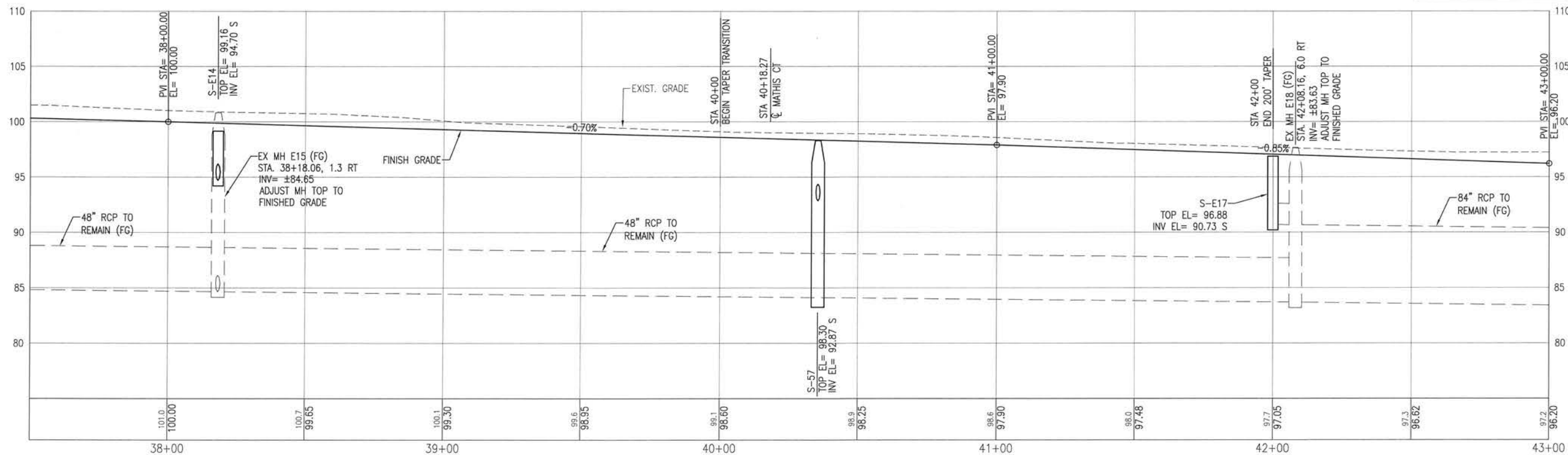
**ROADWAY IMPROVEMENTS
PLAN & PROFILE**

C-108

E:\DWG\243\24323.02\C-104-112 P&P.dwg, Jan 12, 2021 - 8:39:57AM, rgeiger

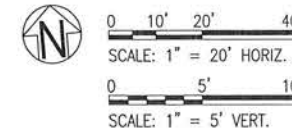


NOTE:
BACKGROUND IS LEFT OF ϕ
FOREGROUND IS RIGHT OF ϕ

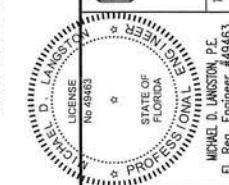


LEGEND:

MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND



BASKERVILLE-DONOVAN, INC.
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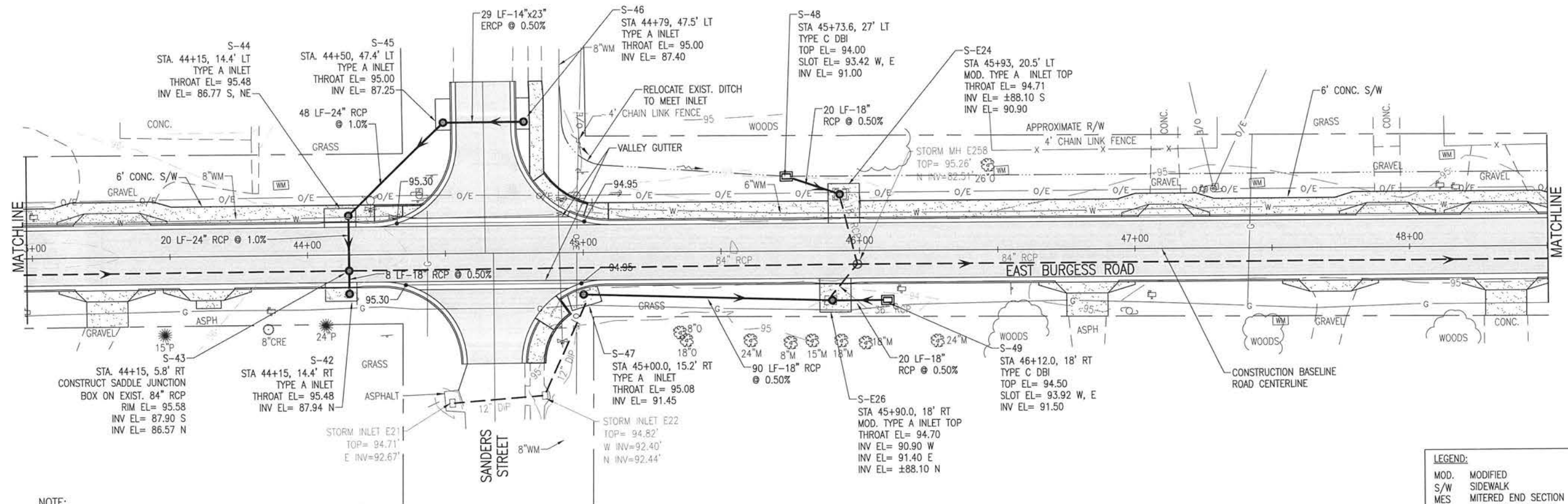


**BURGESS ROAD
SIDEWALK DESIGN**

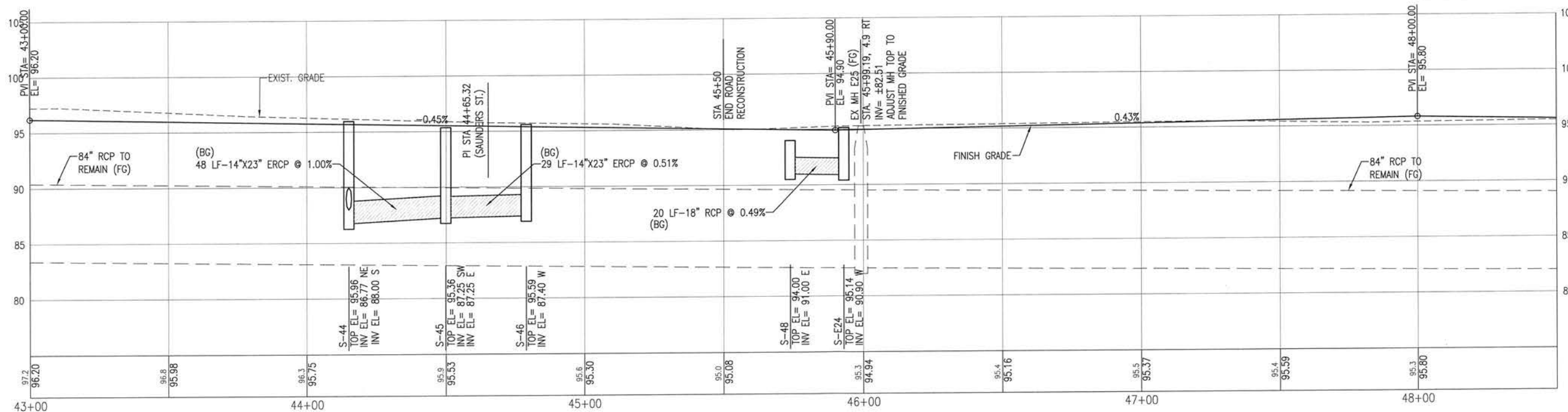
PROJECT NO.	NO.	DATE	APPR.	REVISION / ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MOL				
DATE: JAN 2021				

**ROADWAY IMPROVEMENTS
PLAN & PROFILE**

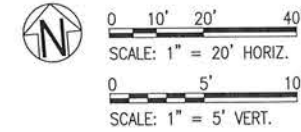
C-109



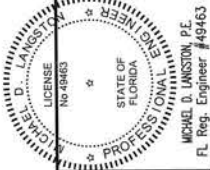
NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C



LEGEND:
MOD. MODIFIED
S/W SIDEWALK
MES MITERED END SECTION
DBI DITCH BOTTOM INLET
C&G CURB & GUTTER
FG FOREGROUND
BG BACKGROUND



BASKERVILLE-DONOVAN, INC.
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ENGINEERING BUSINESS EB-0000940
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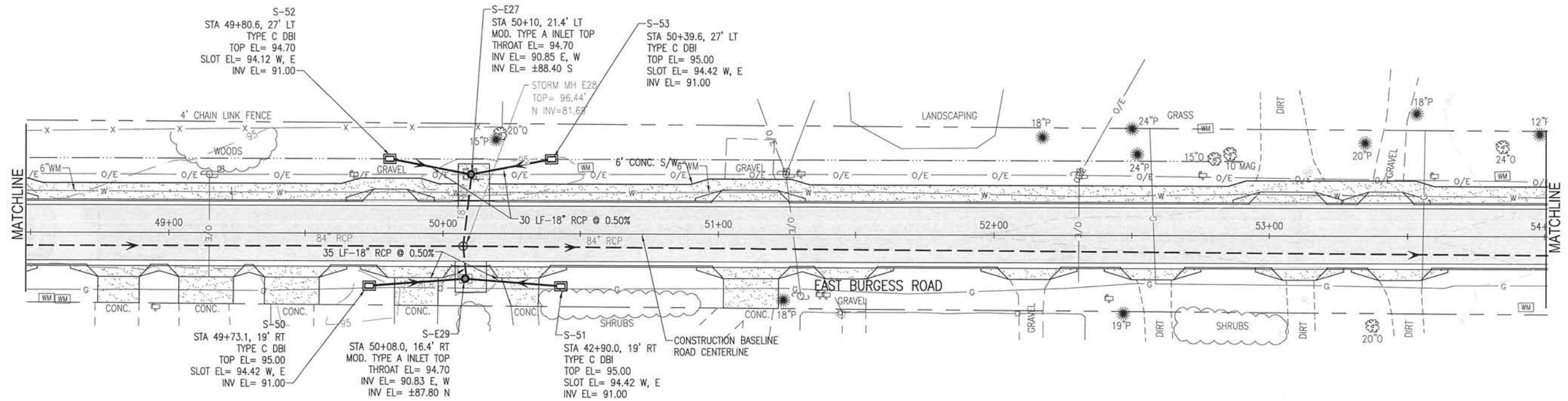
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	DATE	APPR.	NO.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

**ROADWAY IMPROVEMENTS
PLAN & PROFILE**

C-110

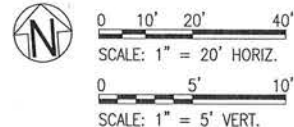
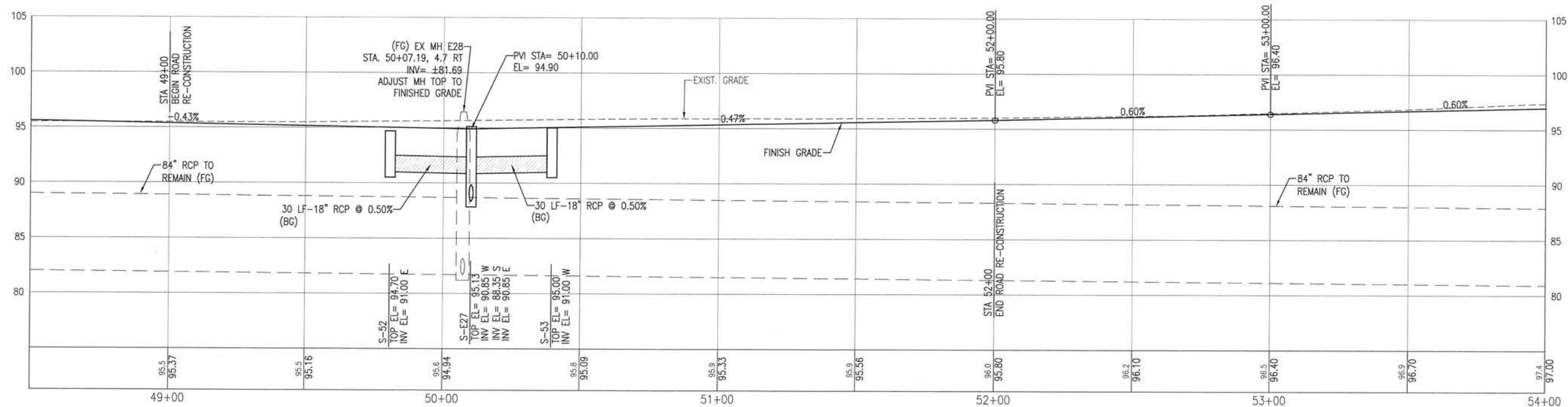
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LEGEND:

MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND

NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 439-9661
PENSACOLA - PANAMA CITY BEACH - TALLAHASSEE - MOBILE
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MICHAEL D. LANSTON, P.E.
FL Reg. Engineer #49463

ROADWAY IMPROVEMENTS PLAN & PROFILE	PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	DESIGNED BY:	RG				
	DRAWN BY:	RG				
	CHK'D BY:	RG				
	PROJ. MGR:	MOL				
	DATE:	JAN 2021	NOT RELEASED FOR CONSTRUCTION BY:	DATE:		

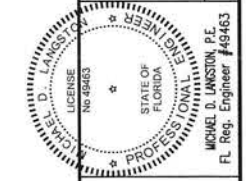
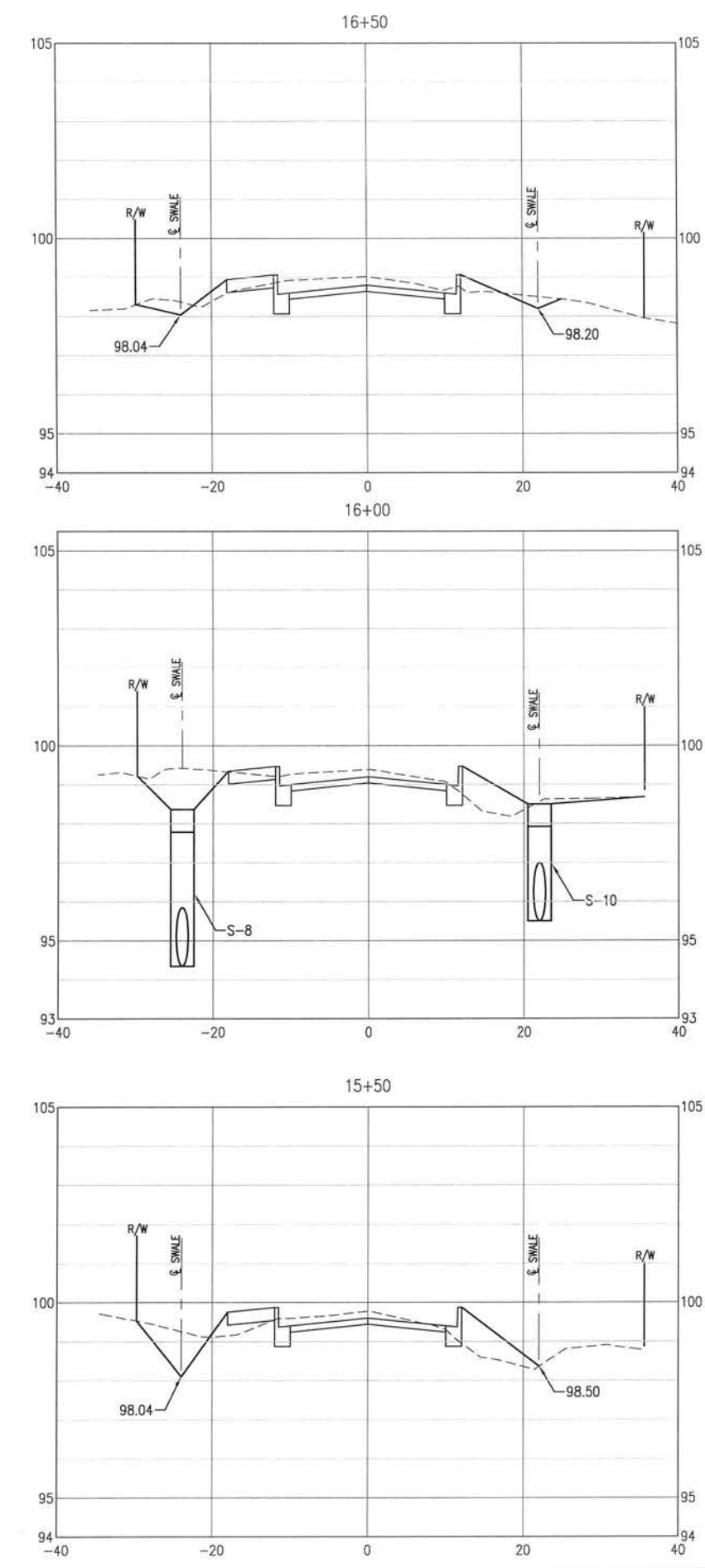
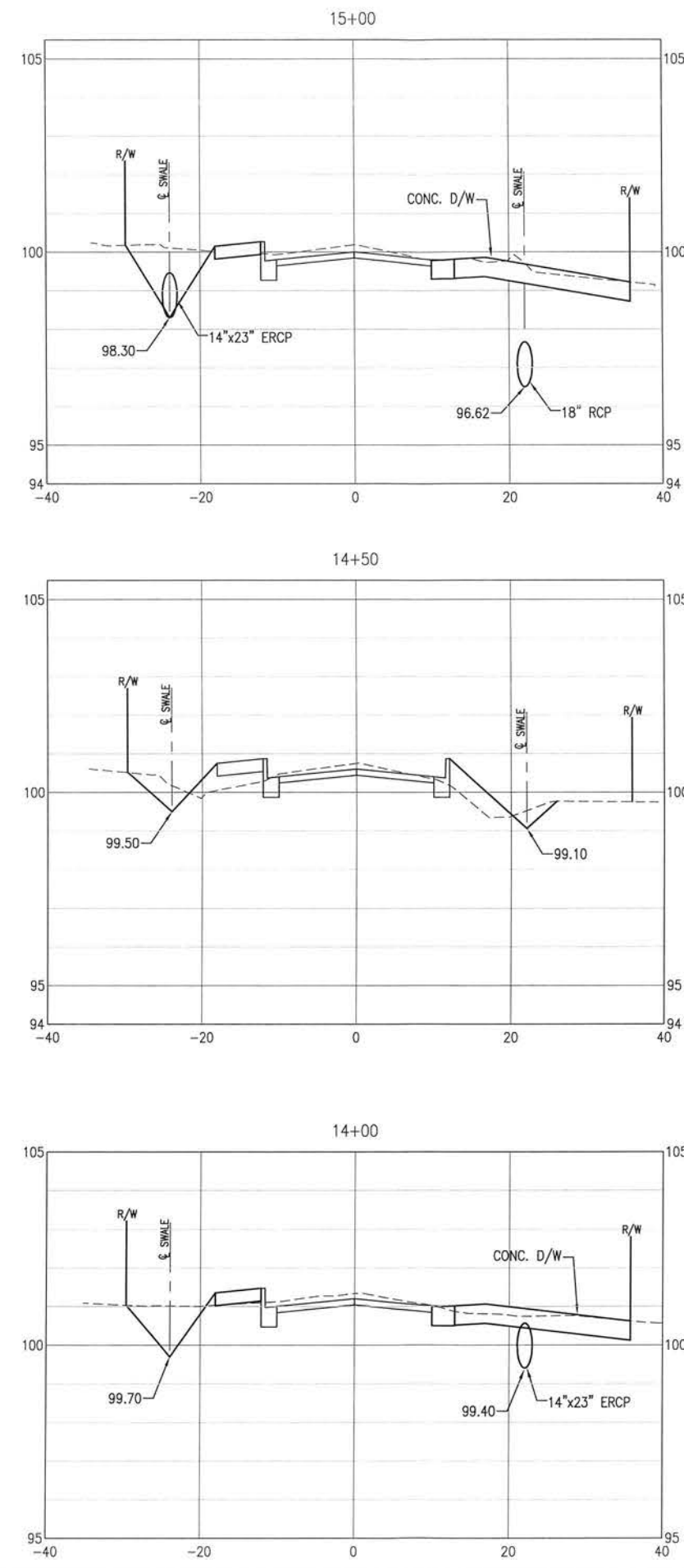
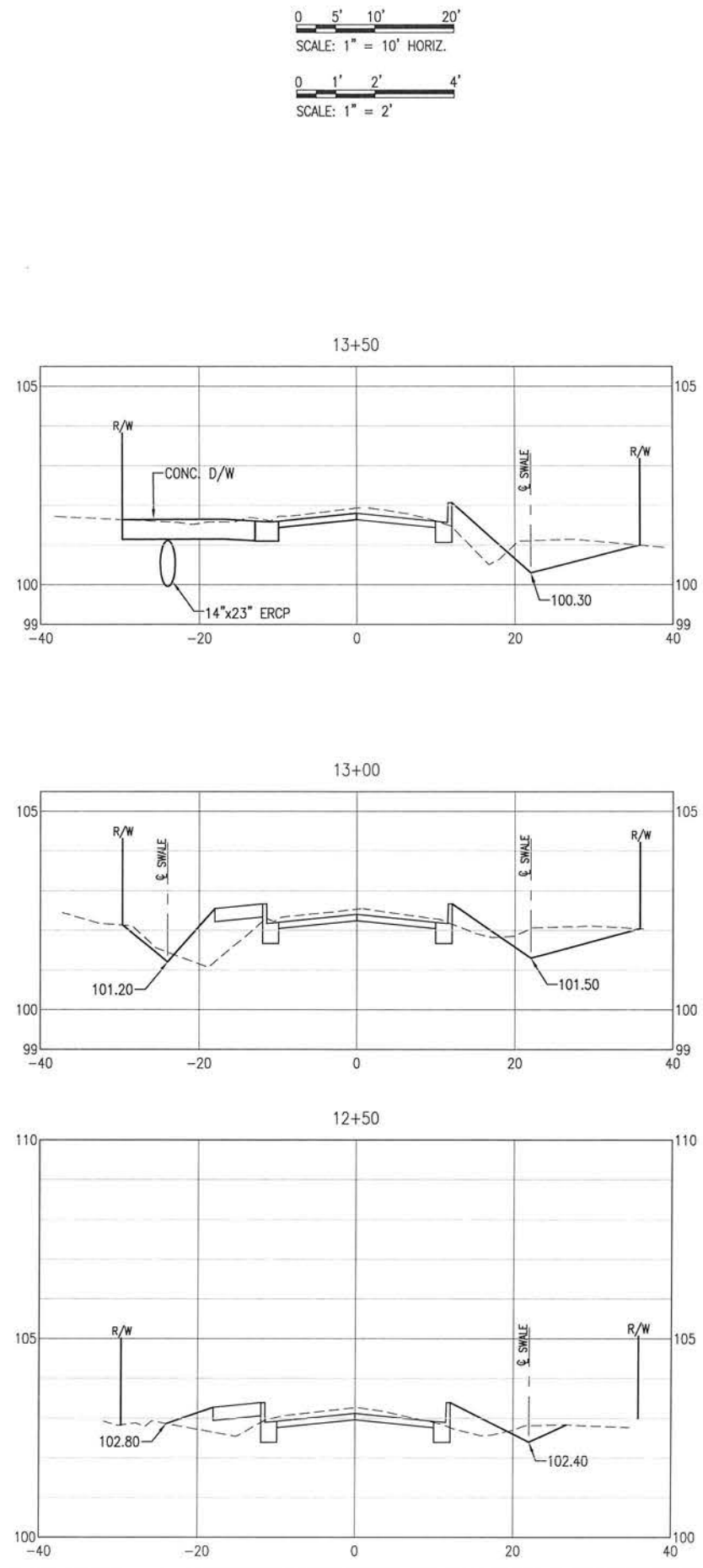
**BURGESS ROAD
SIDEWALK DESIGN**

C-111

E:\DWG\243\24323.02\C-115 StructureTable.dwg, Jan 12, 2021 - 8:40:16AM, rgeiger

C-115	STORM DRAINAGE STRUCTURE TABLE		PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
			DESIGNED BY:	HB				
			DRAWN BY:	RCG				
			CHK'D BY:					
			PROJ. MGR:	MDL				
			DATE: JAN 2021					
			NOT RELEASED FOR CONSTRUCTION BY: DATE: / /					

E:\DWG\243\24323.02\C-120-130 Site Xsns.dwg, Jan 12, 2021 - 8:40:28AM, rgeiger



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS: EB-000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO:	24323.02
DESIGNED BY:	
DRAWN BY:	
CHK'D BY:	
PROJ. MGR. MDL	
DATE:	JAN 2021

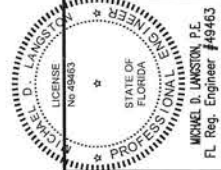
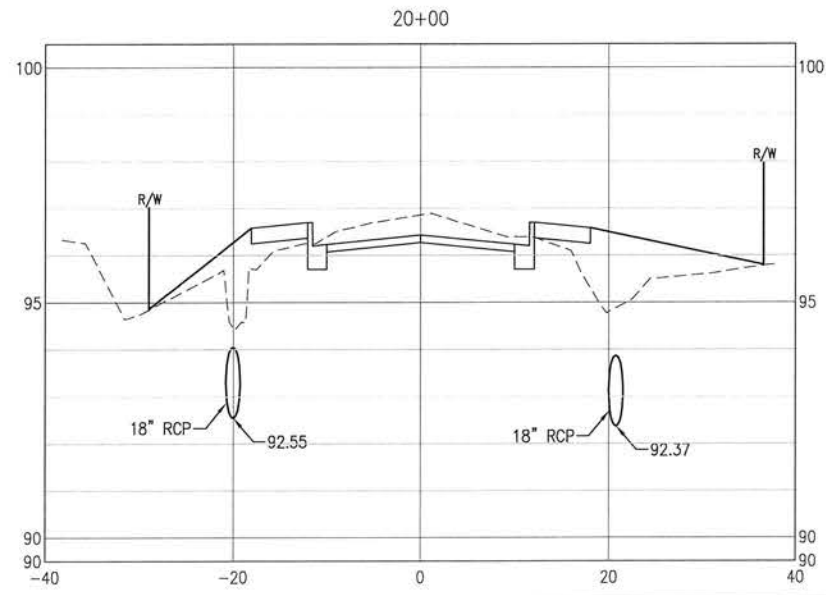
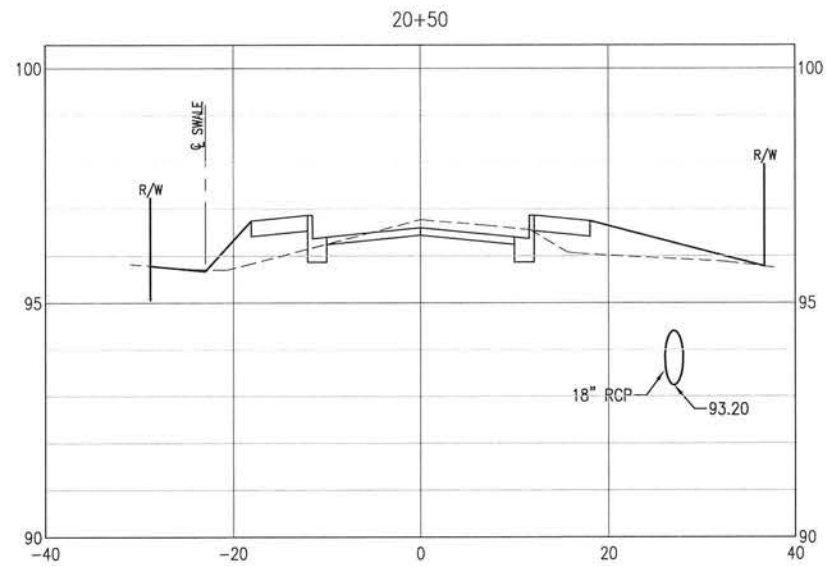
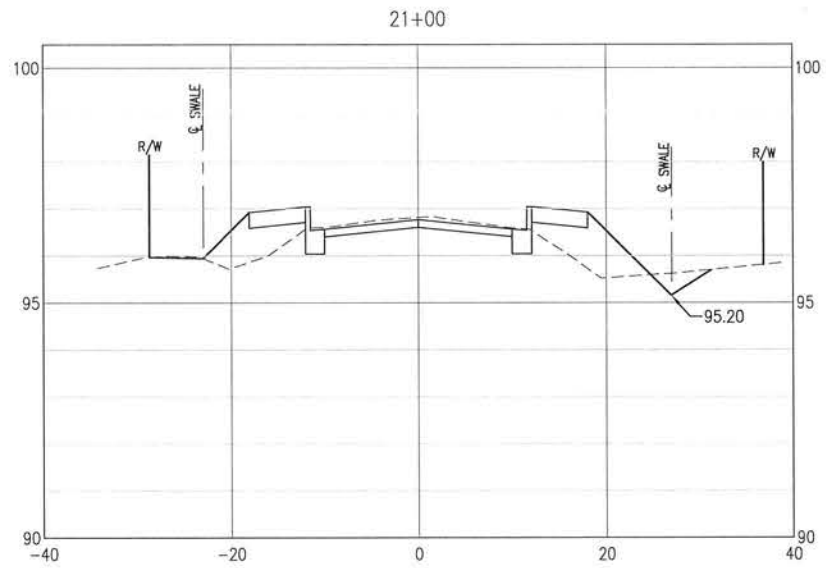
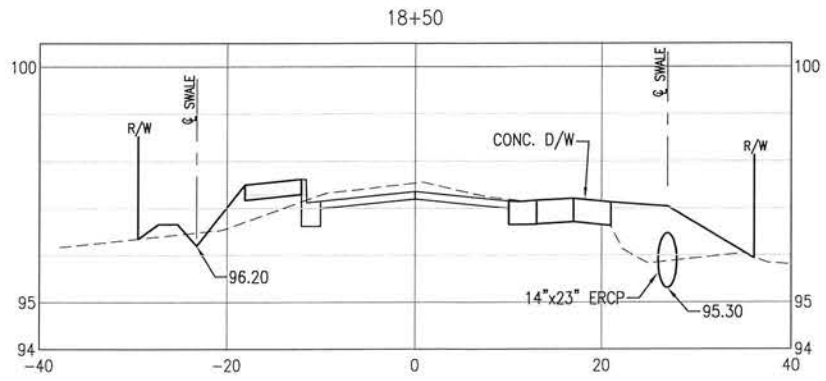
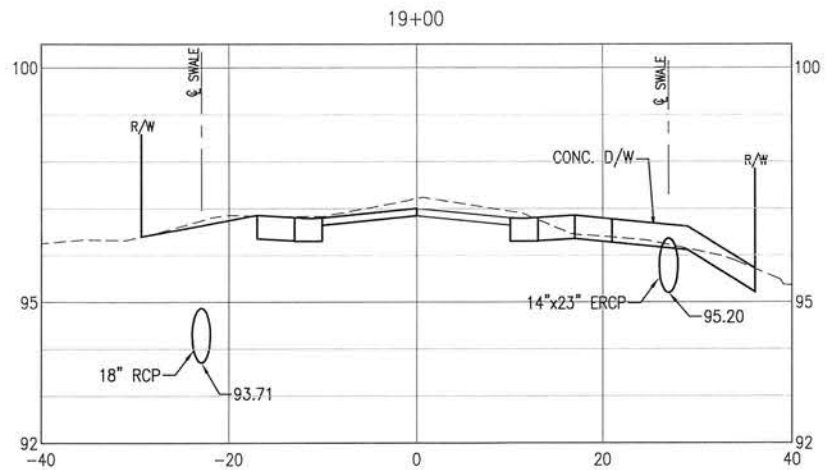
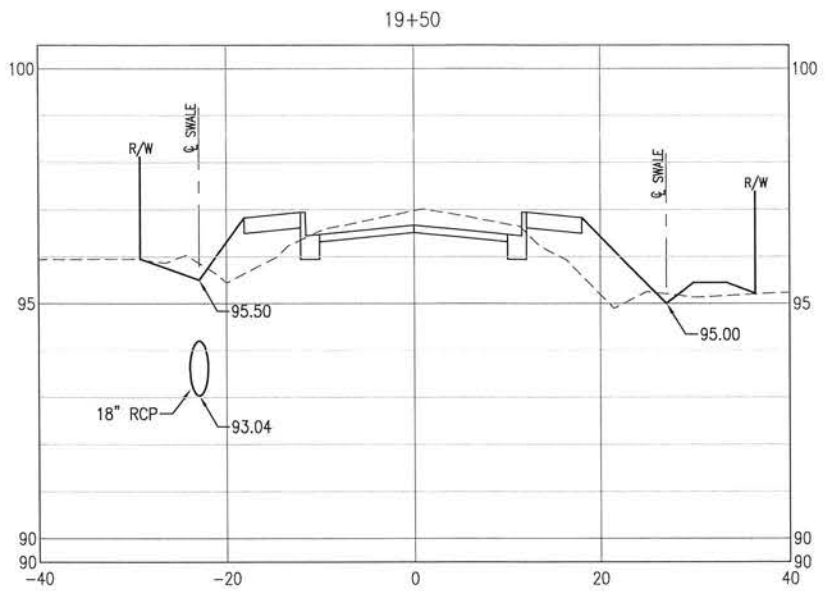
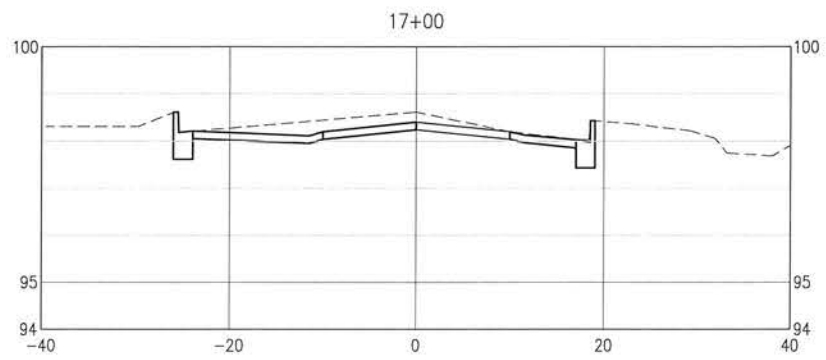
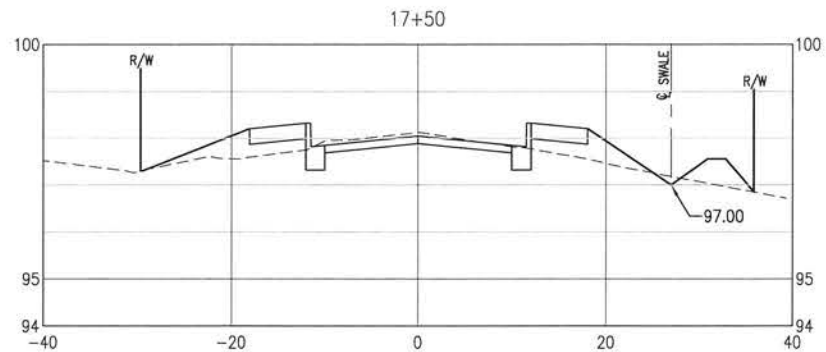
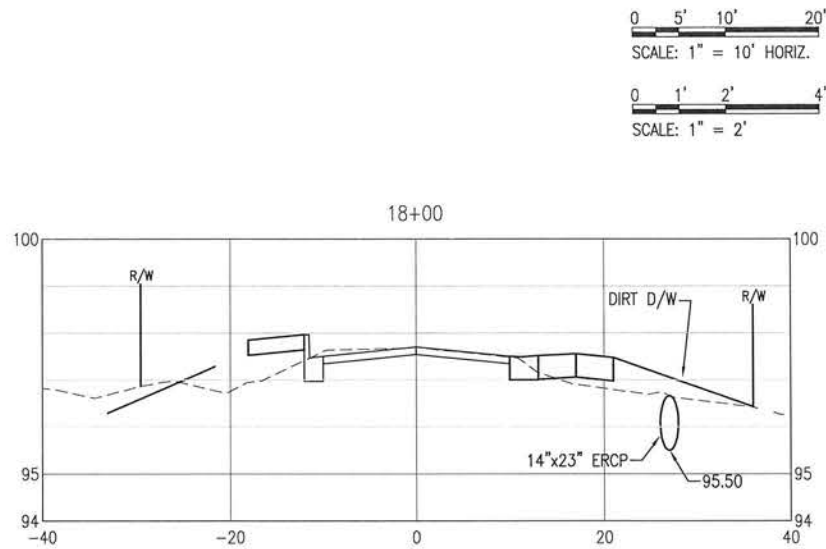
NO.	DATE	APPR.	REVISION / ACTION	TAKEN

NOT RELEASED FOR CONSTRUCTION BY	DATE

CROSS-SECTIONS

C-120

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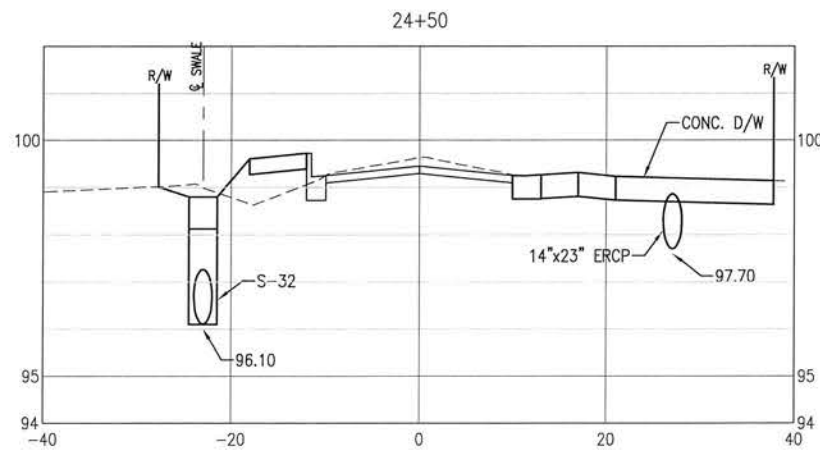
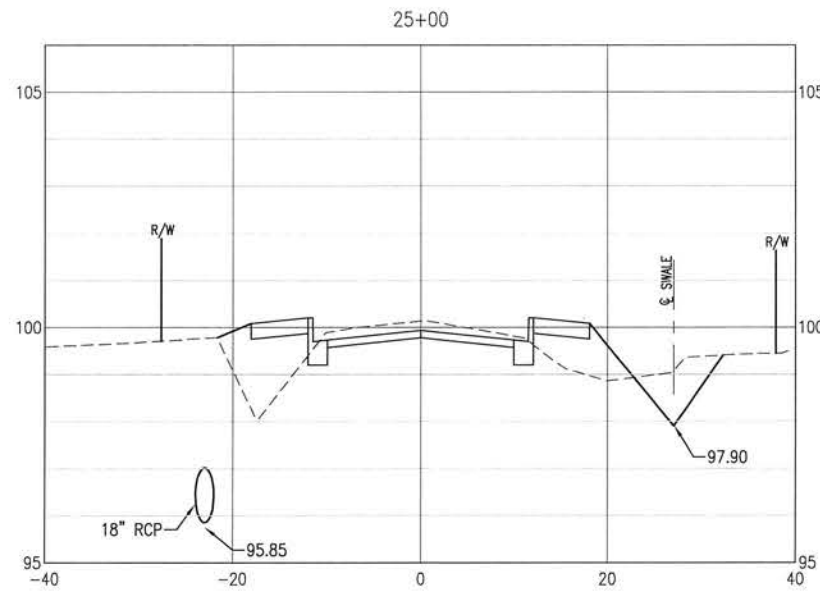
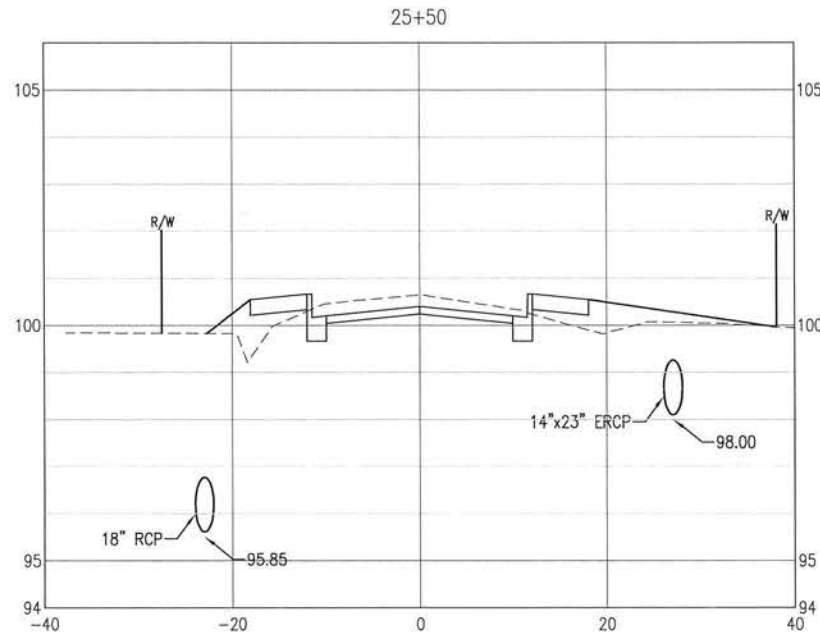
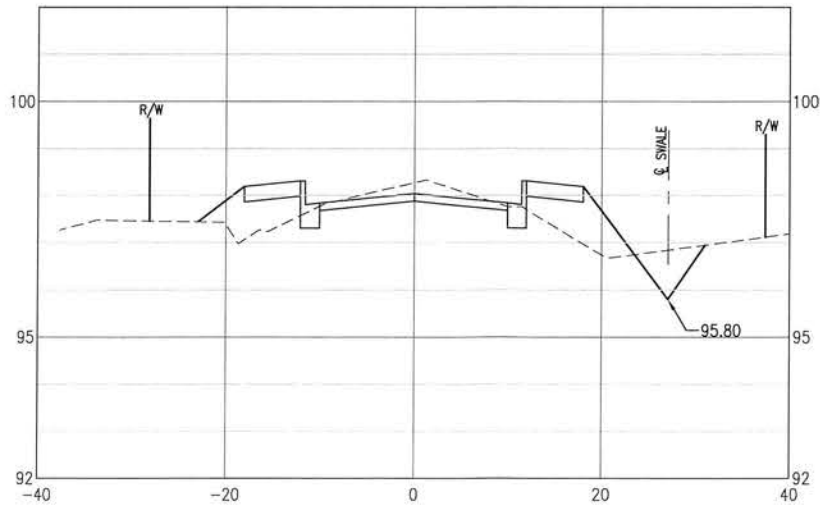
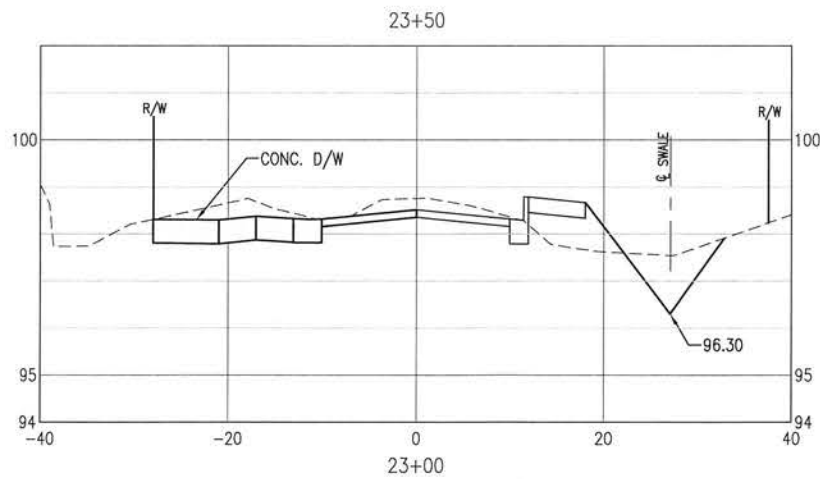
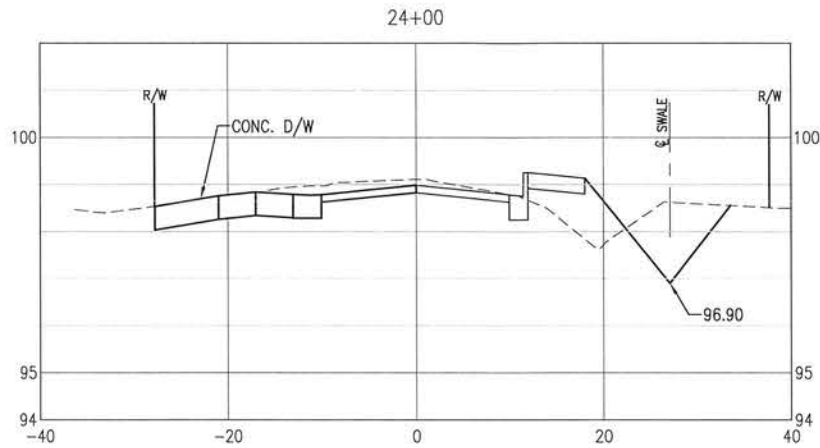
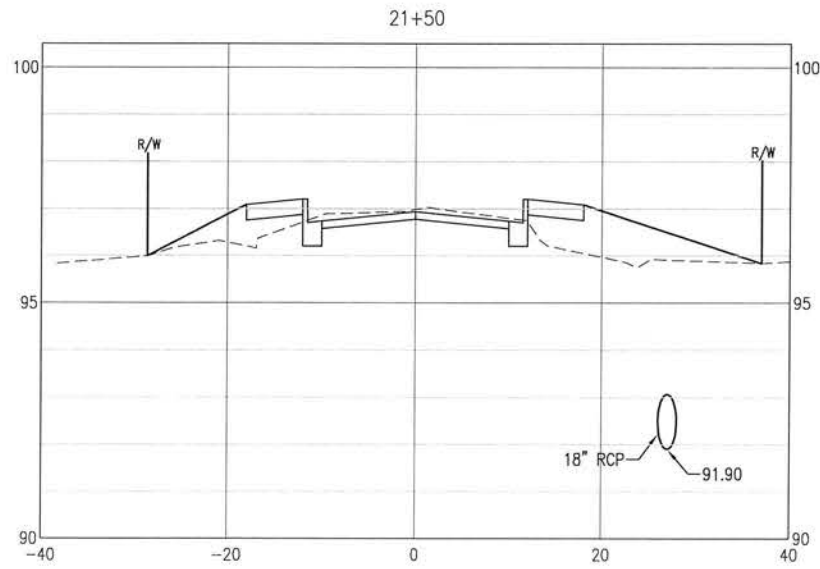
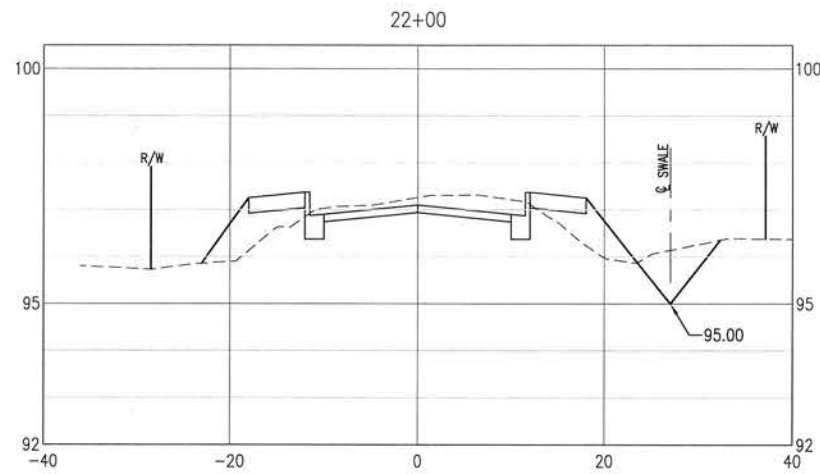
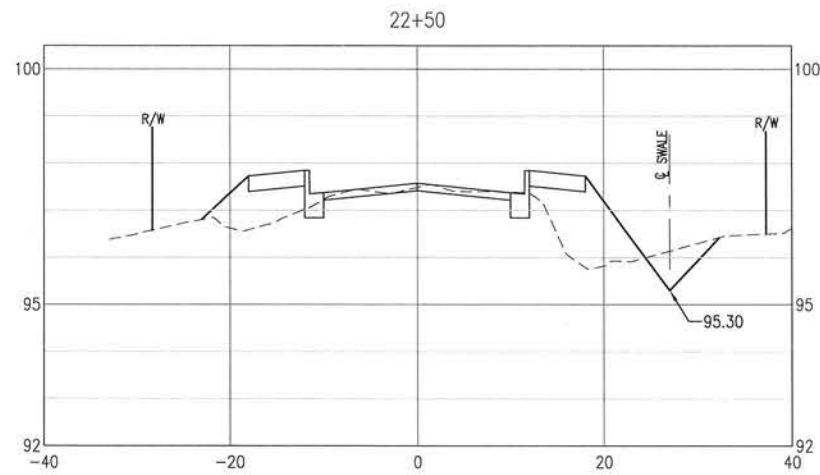
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	DESIGNED BY:	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DRAWN BY:				
CHKD BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

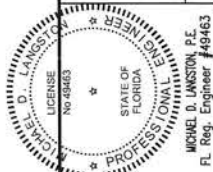
CROSS-SECTIONS

C-121

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-6661
Pensacola - Panama City Beach - Tallahassee - Mobile
ENGINEERING BUSINESS: EP-0000040
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0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

NO.	DATE	APPR.	REVISION/ACTION TAKEN

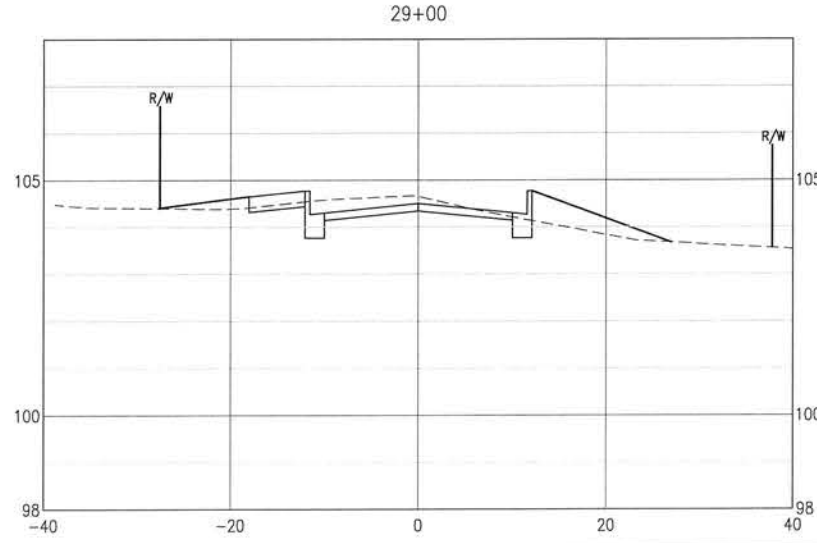
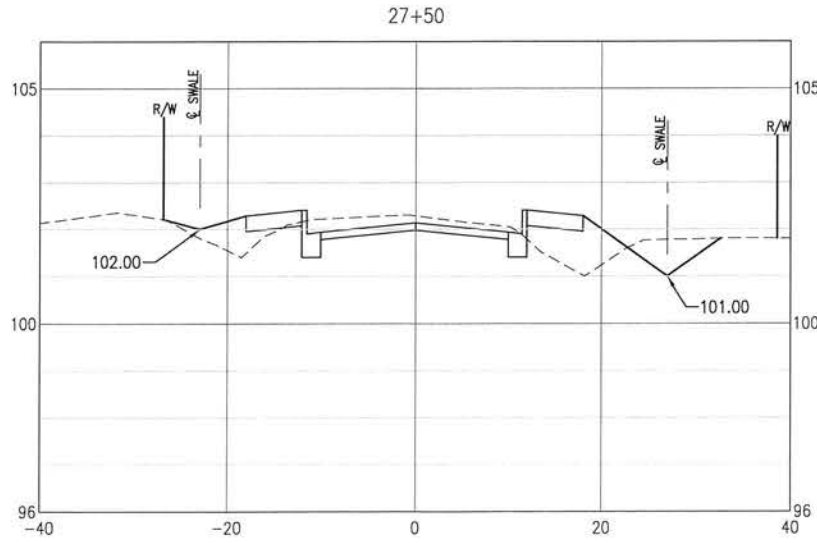
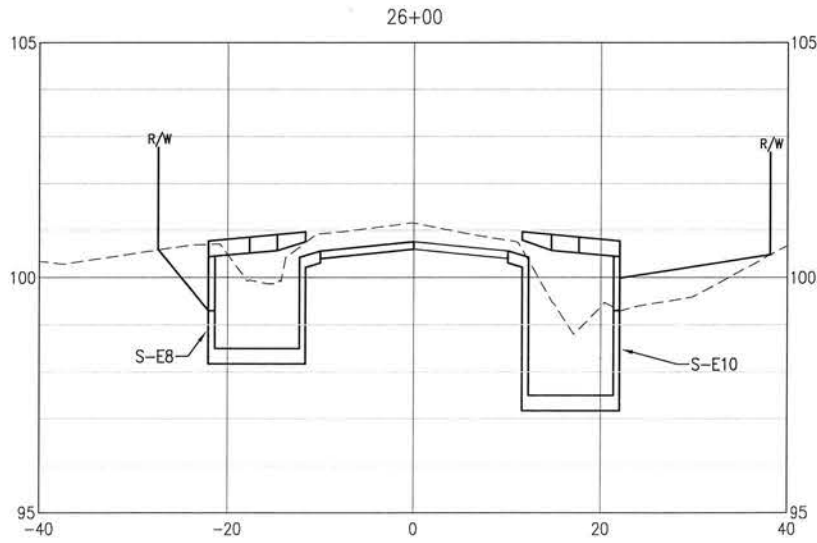
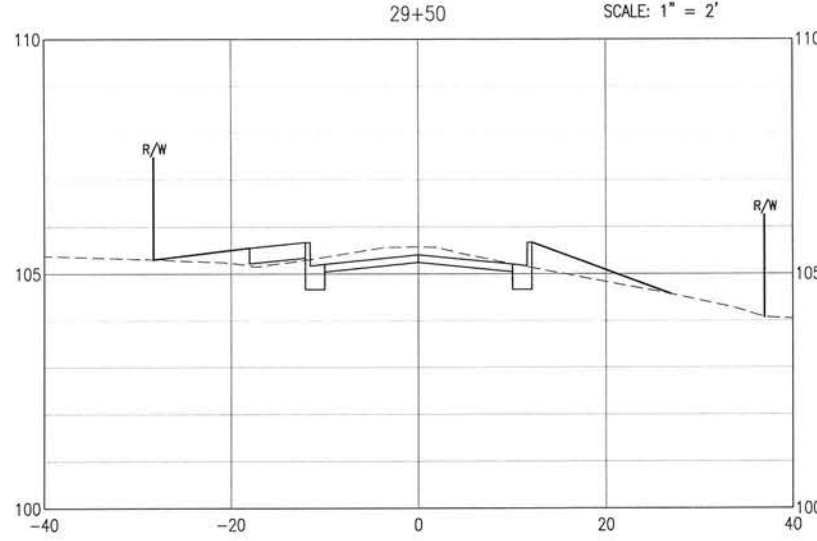
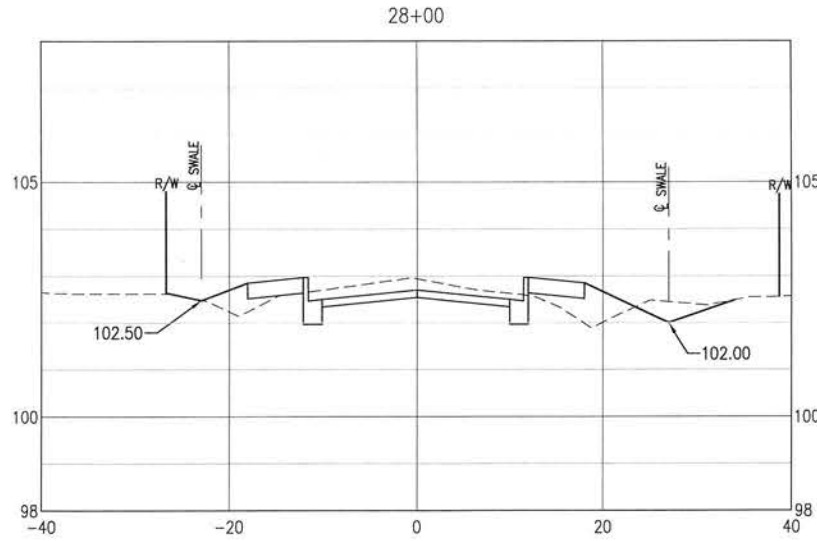
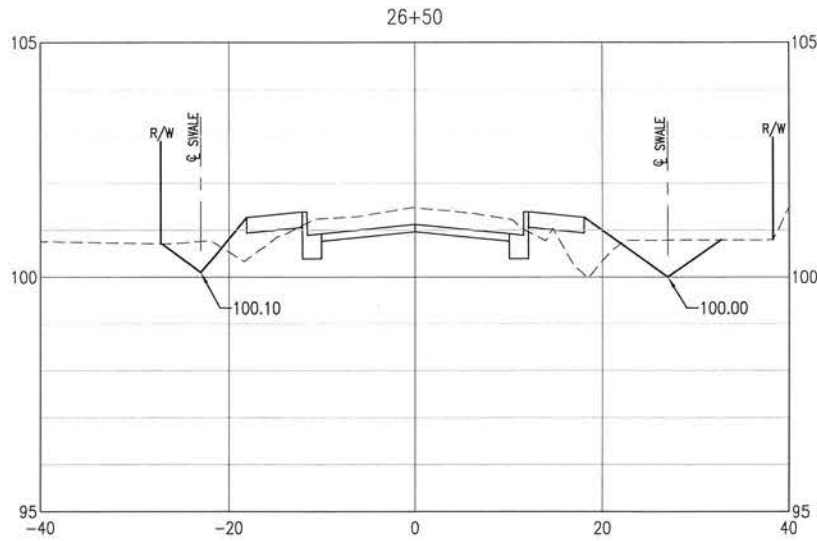
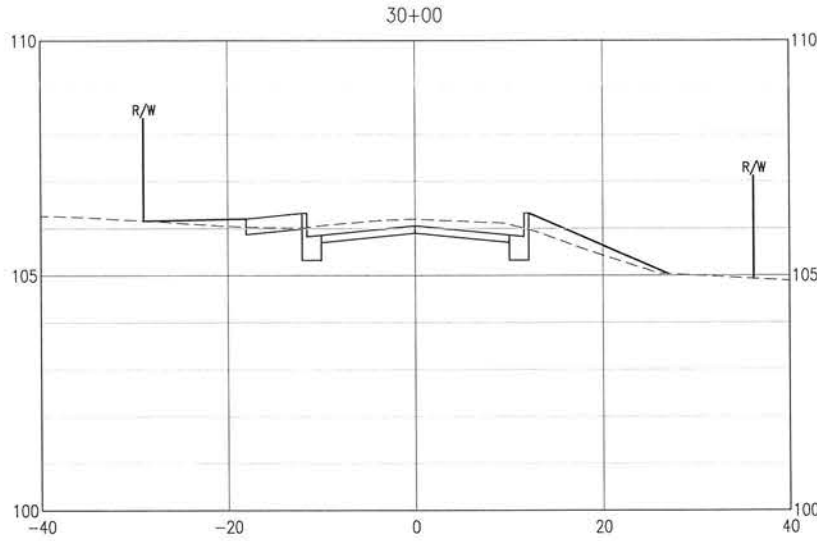
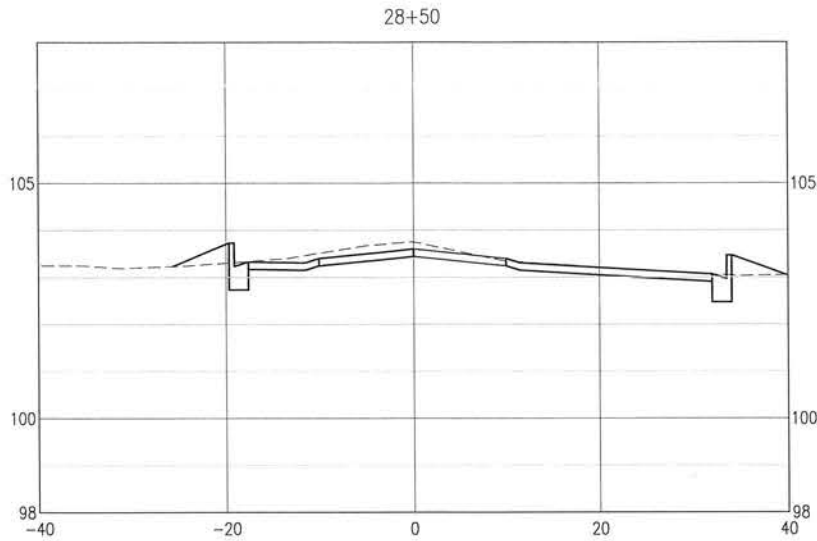
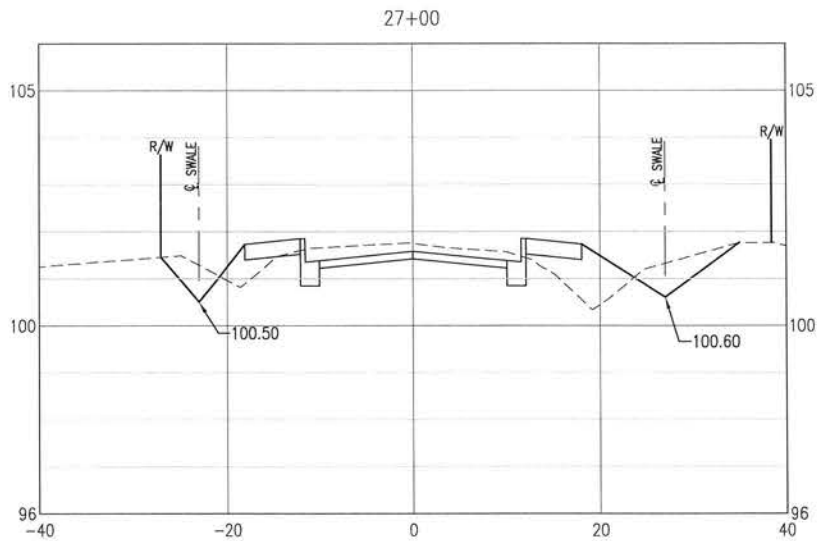
PROJECT NO:	24323.02
DESIGNED BY:	
DRAWN BY:	
CHK'D BY:	
PROJ. MGR:	MOL
DATE:	JAN 2021

CROSS-SECTIONS

C-122

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST. - PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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E:\DWG\243\24323.02\C-120-130 Site Xsens.dwg, Jan 12, 2021 - 8:40:36AM, rgeiger



0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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STATE OF FLORIDA
PROFESSIONAL ENGINEER
MICHAEL D. LANSING, P.E.
FL Reg. Engineer #49463

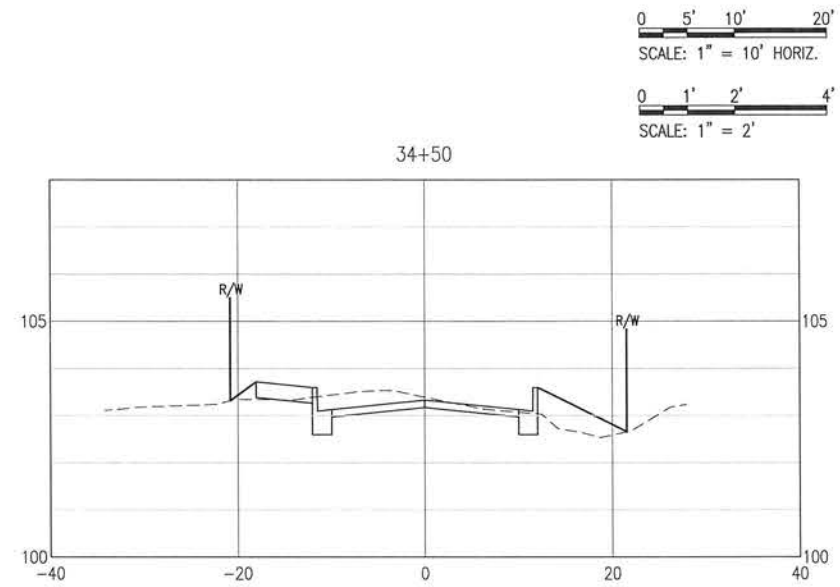
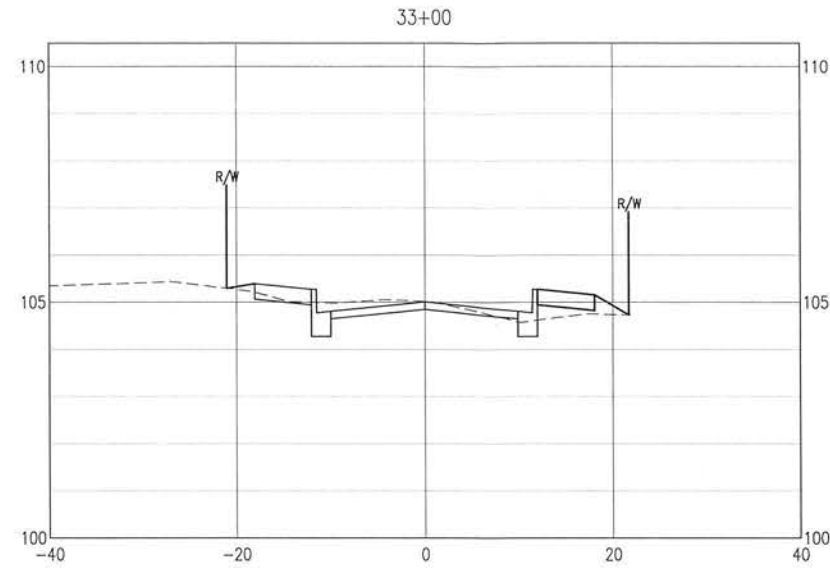
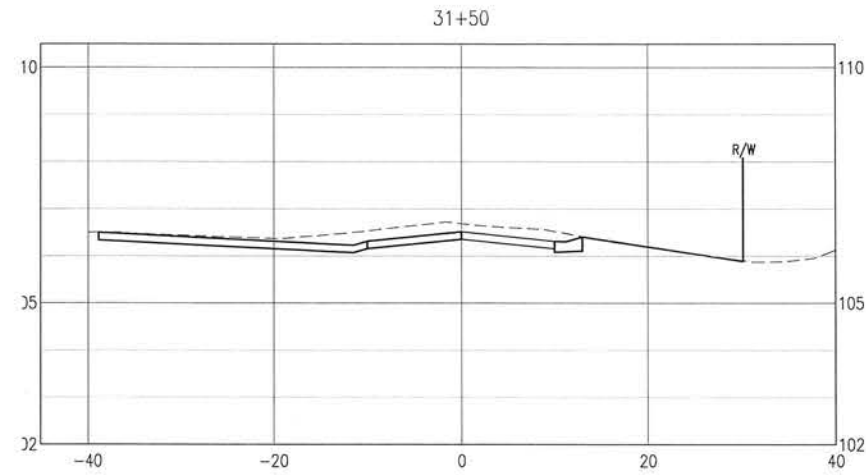
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	REVISION/ACTION TAKEN	APPR.	DATE	NO.
24323.02				
DESIGNED BY: C-123				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

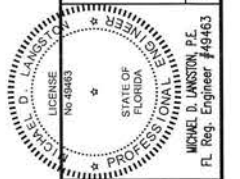
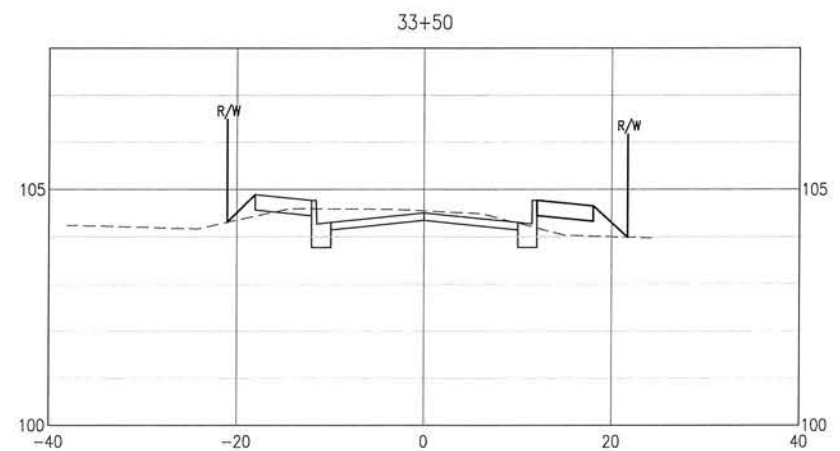
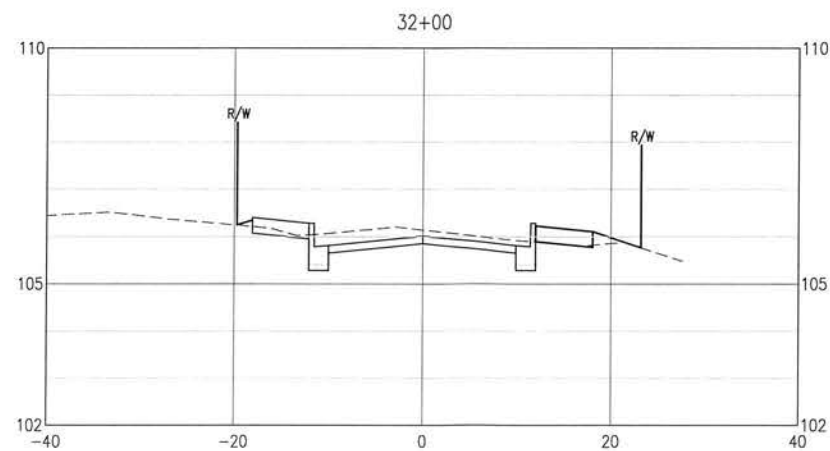
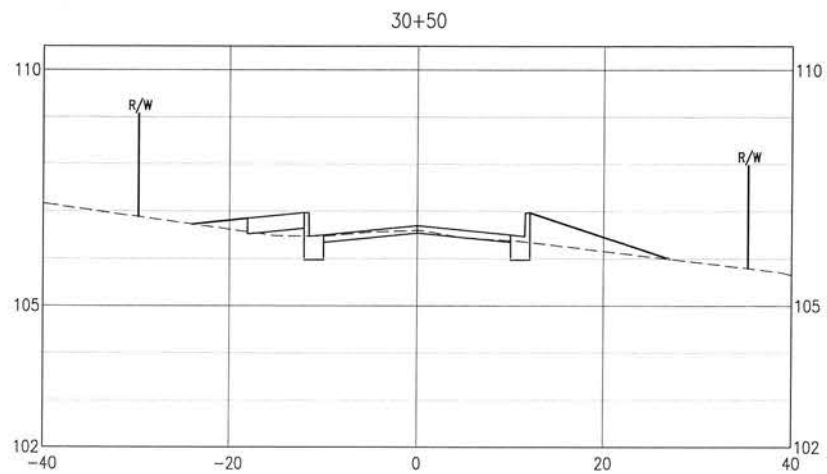
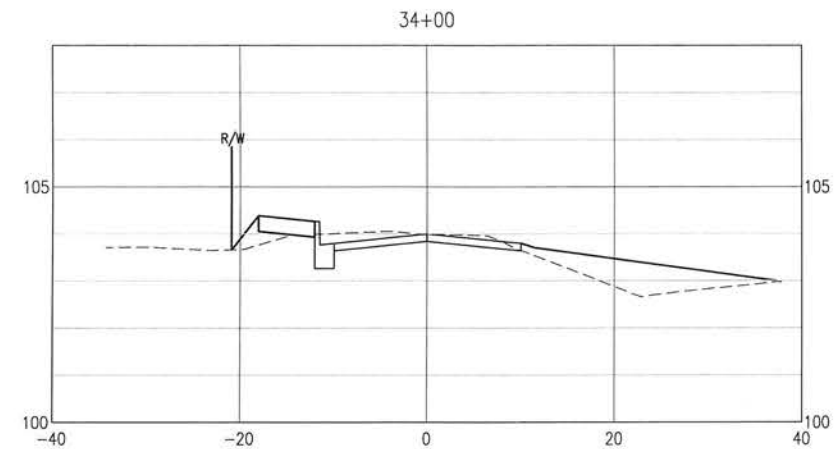
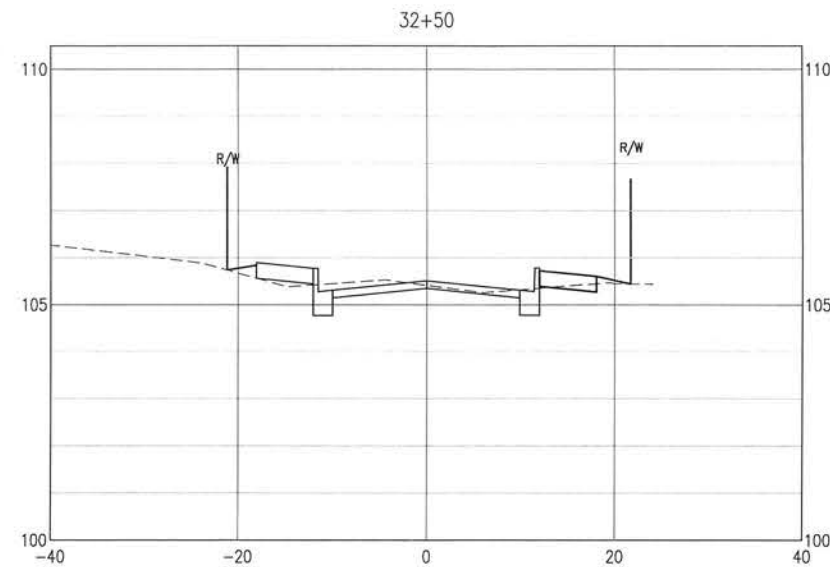
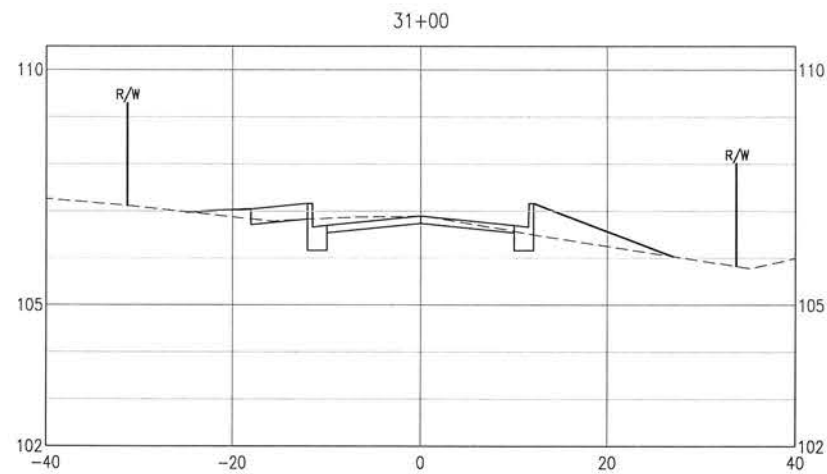
CROSS-SECTIONS

C-123

E:\DWG\243\24323.02\C-120-130 Site Xsns.dwg, Jan 12, 2021 - 8:40:39AM, rgeiger



0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

REVISION / ACTION TAKEN

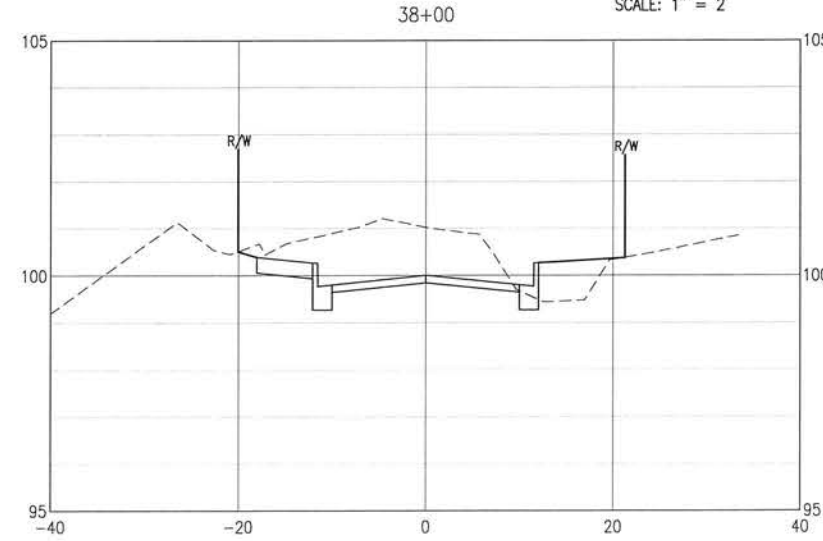
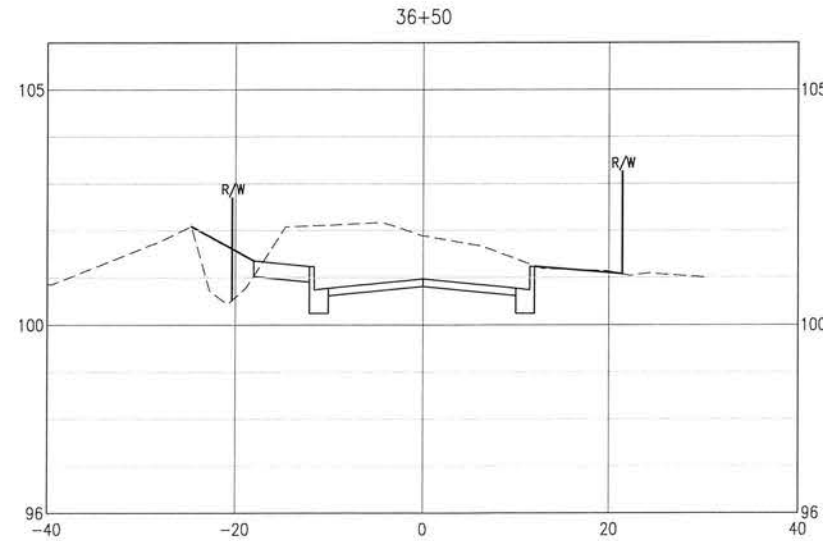
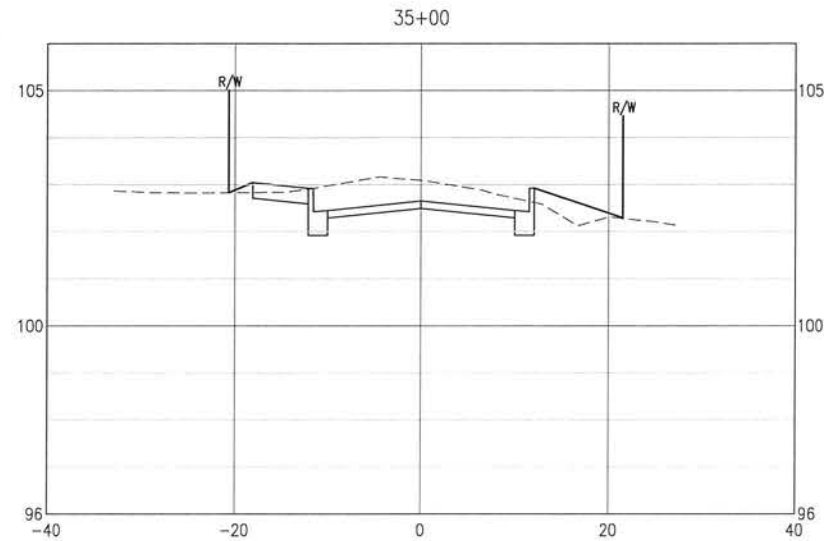
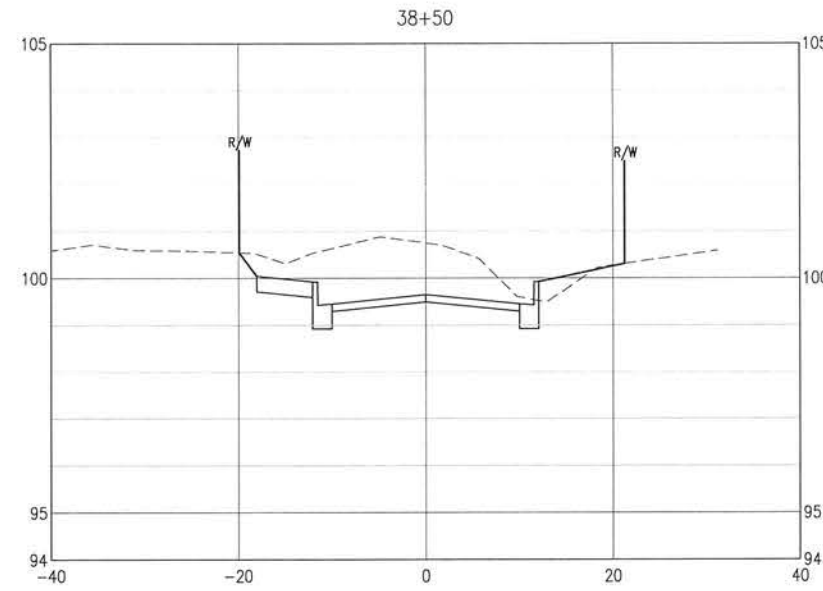
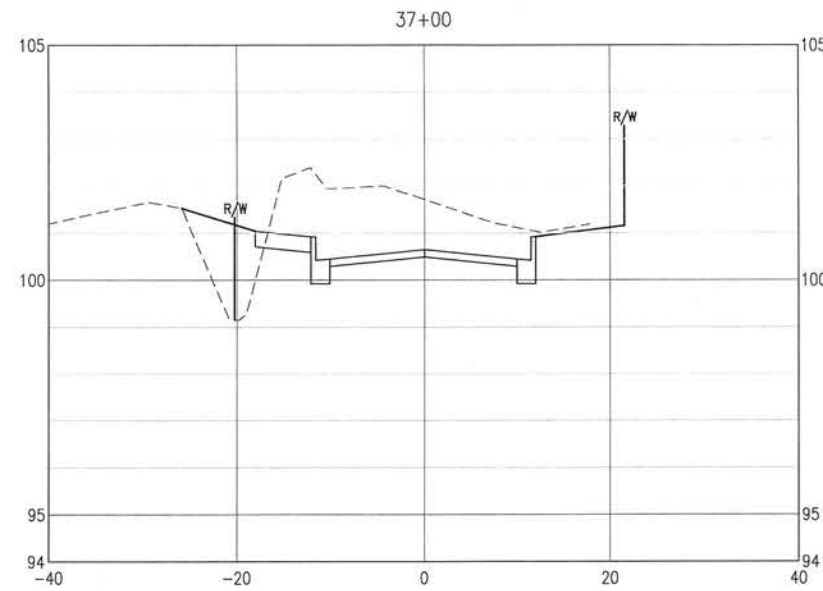
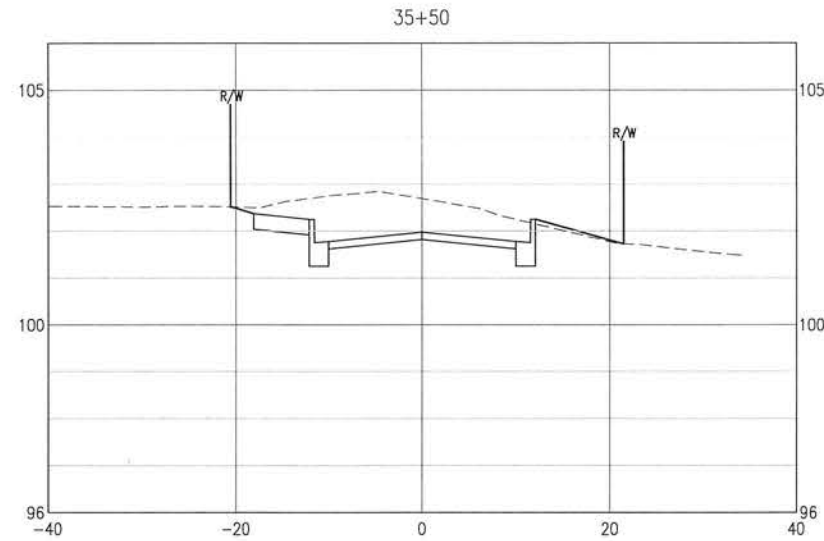
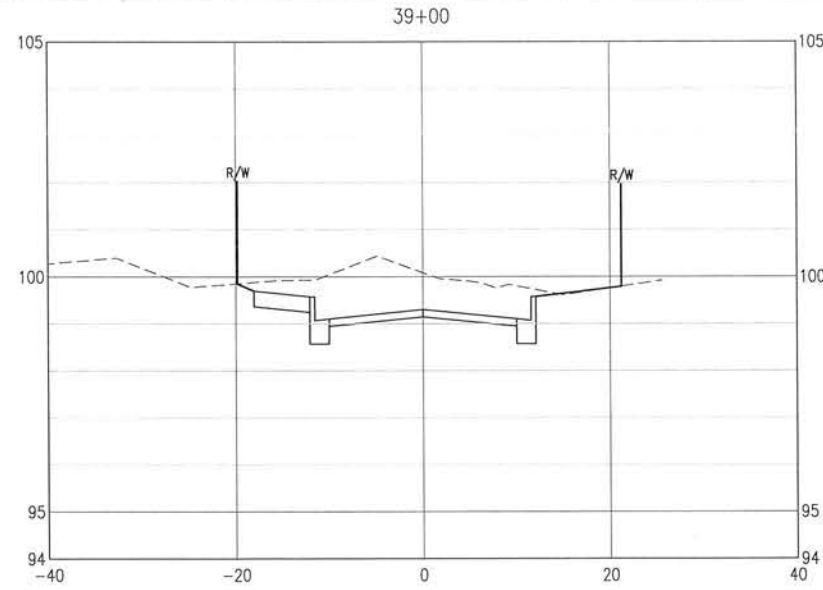
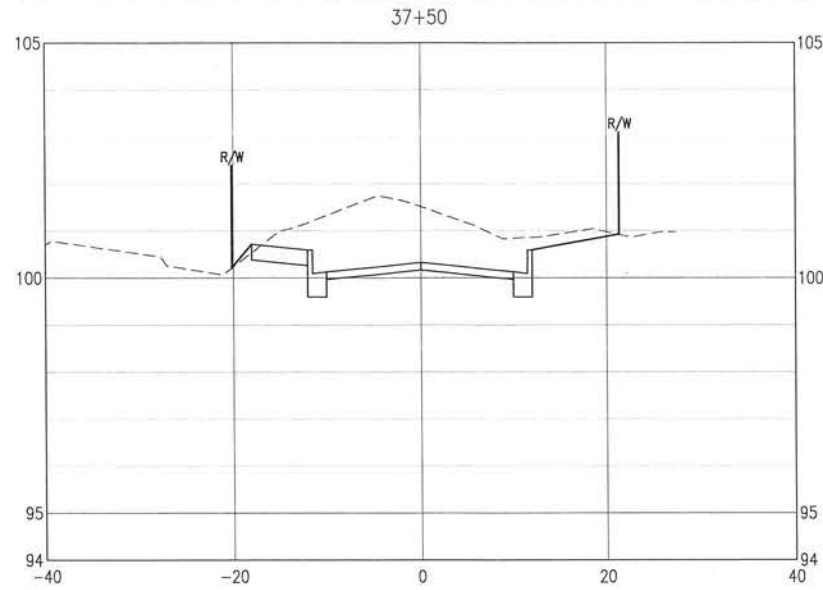
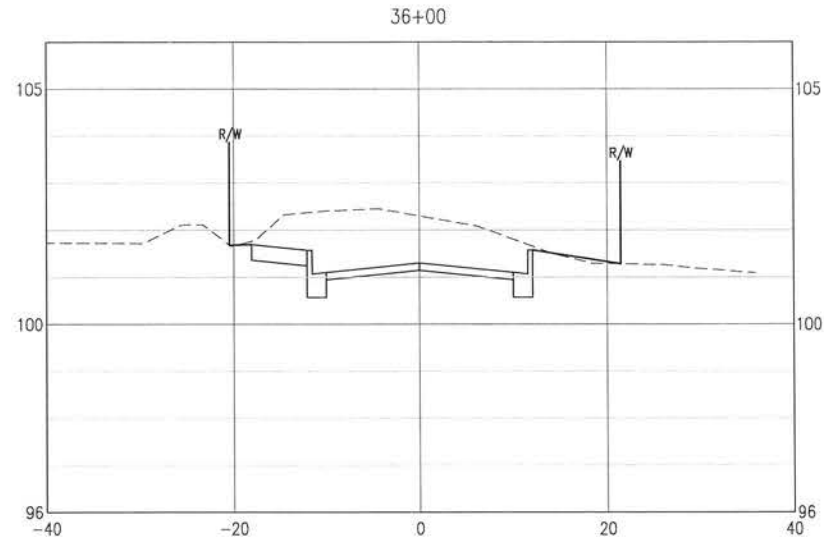
PROJECT NO: 24323.02
DESIGNED BY:
DRAWN BY:
CHK'D BY:
PROJ. MGR: MDL
DATE: JAN 2021

CROSS-SECTIONS

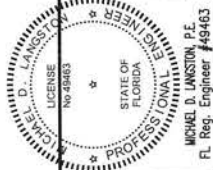
C-124

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-9991
ENGINEERING BUSINESS EP-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

NO.	DATE	APPR.	REVISION/ACTION	TAKEN
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10				

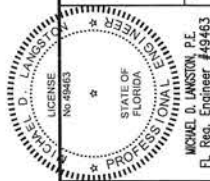
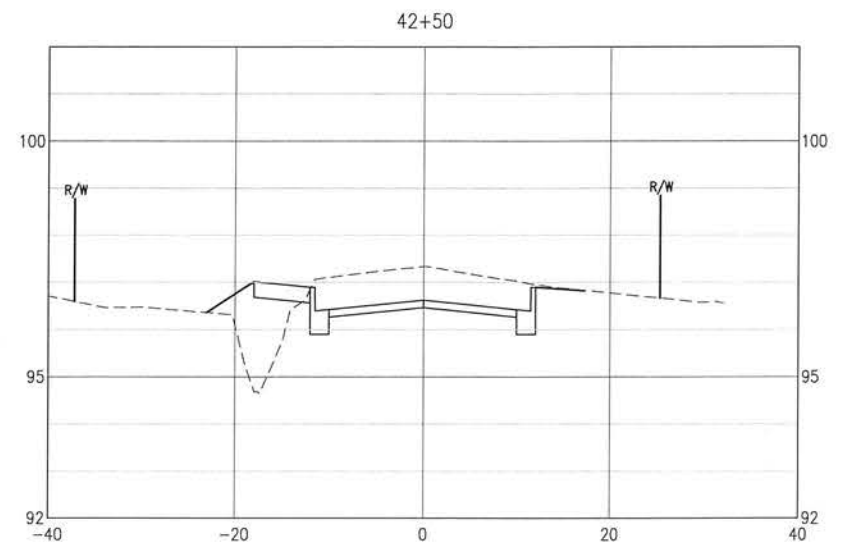
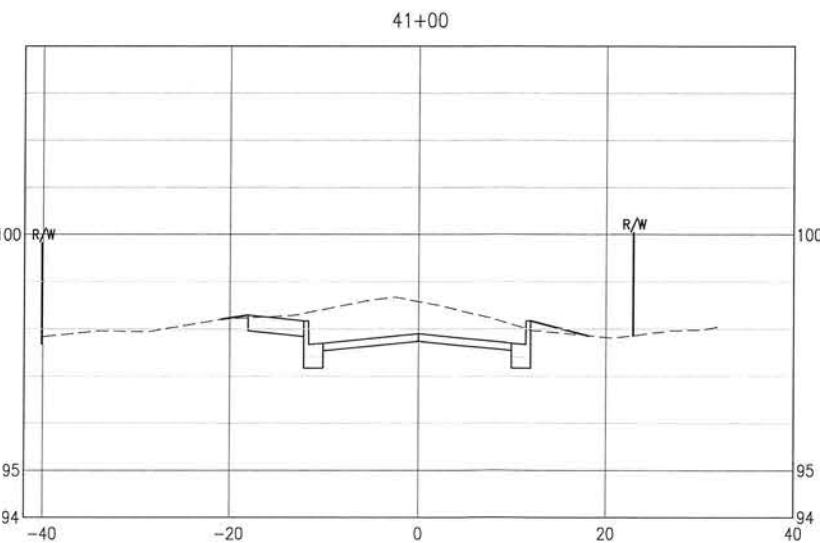
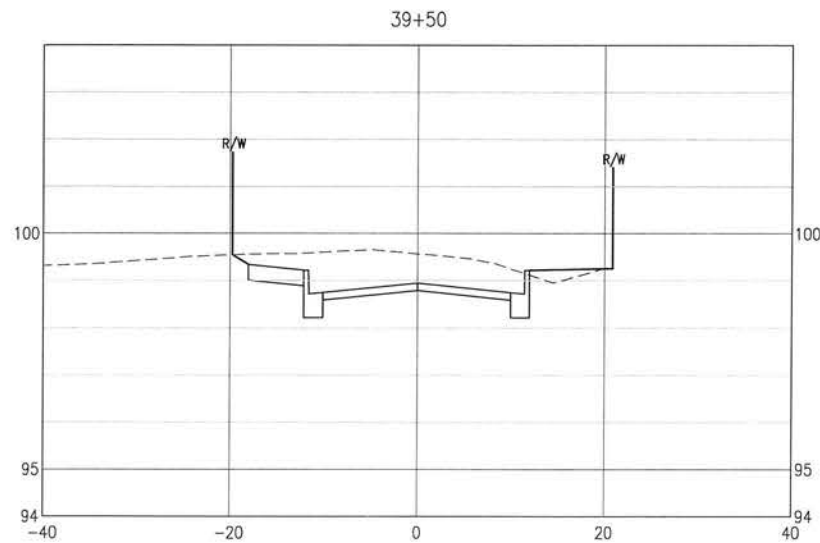
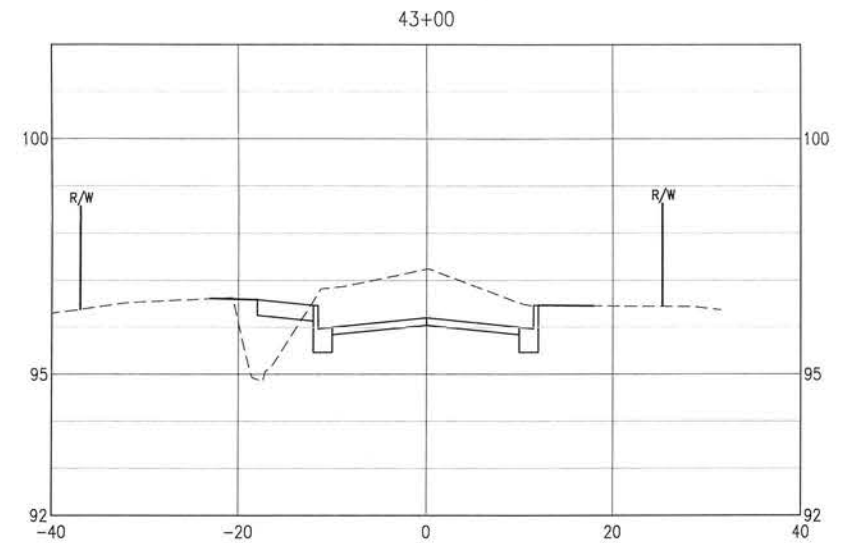
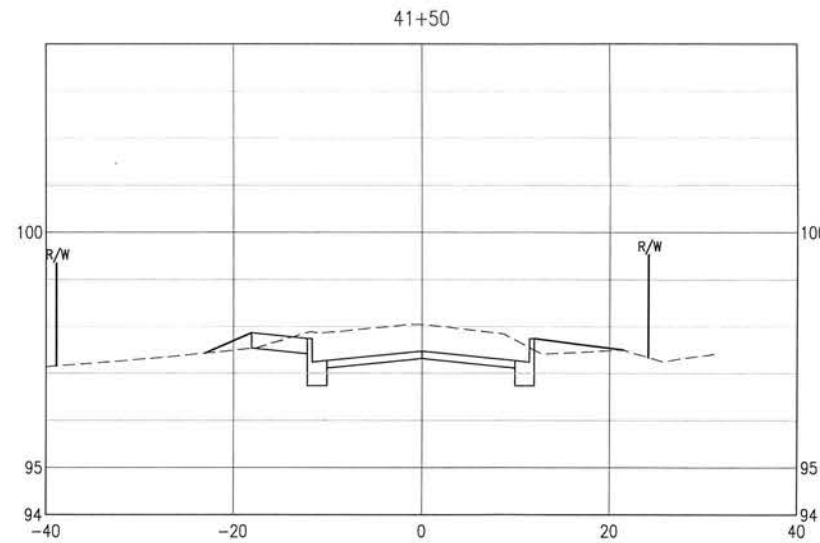
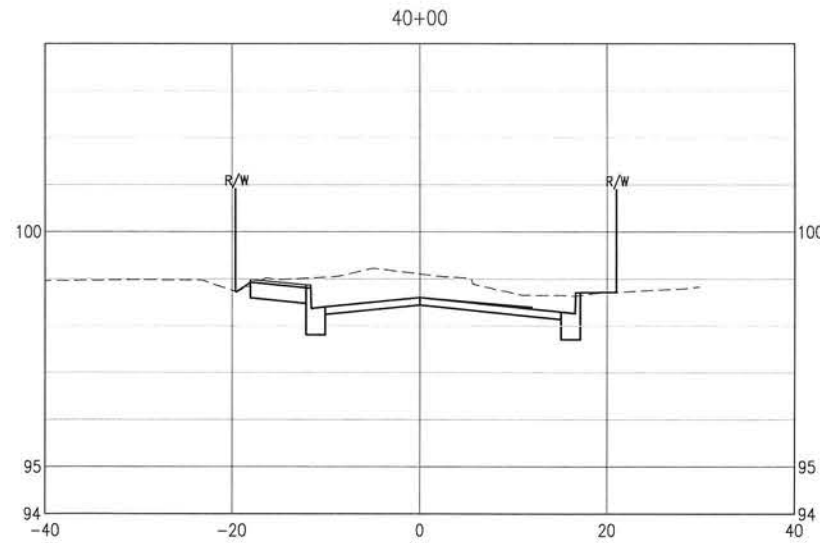
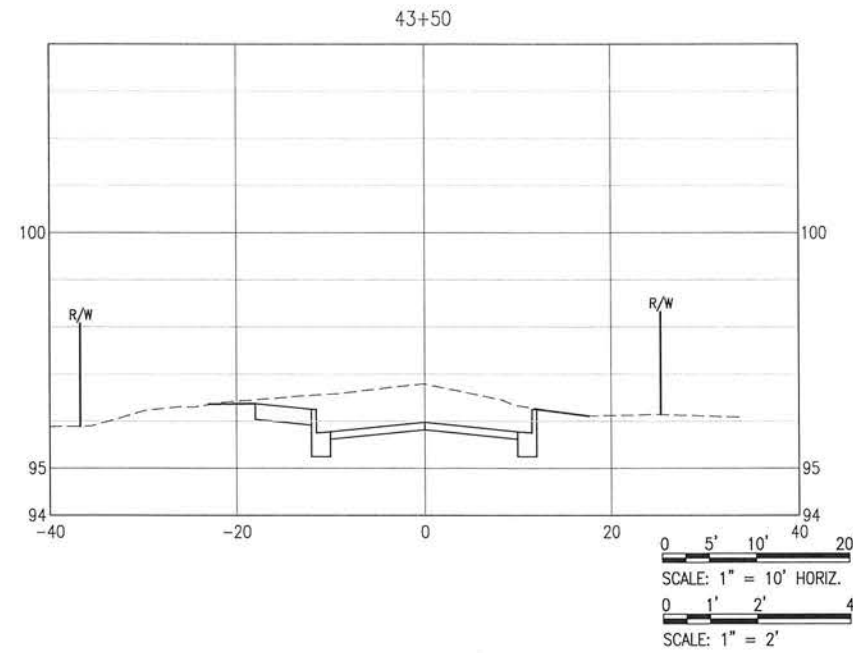
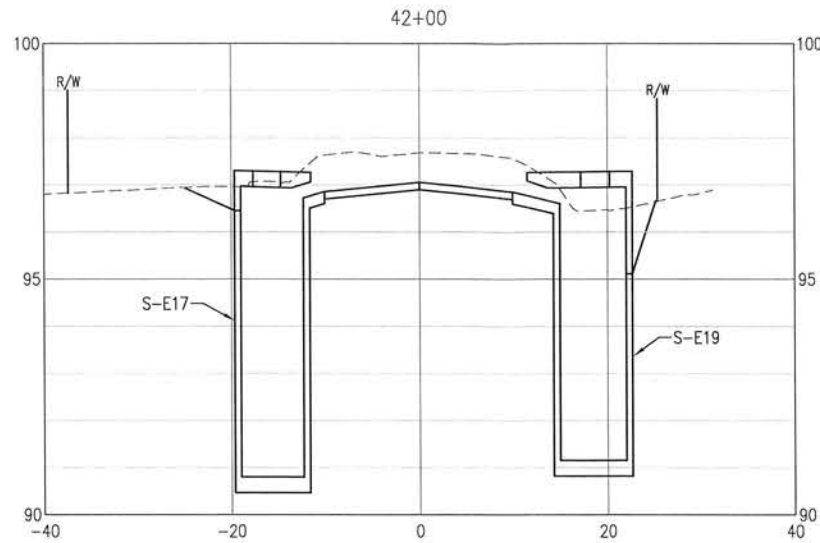
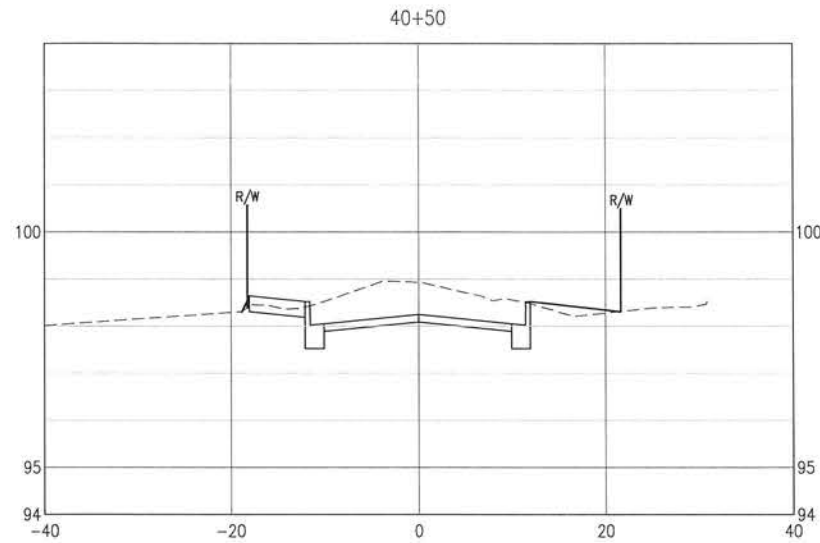
PROJECT NO:	24323.02
DESIGNED BY:	
DRAWN BY:	
CHK'D BY:	
PROJ. MGR:	MOL
DATE:	JAN 2021

CROSS-SECTIONS

C-125

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9961
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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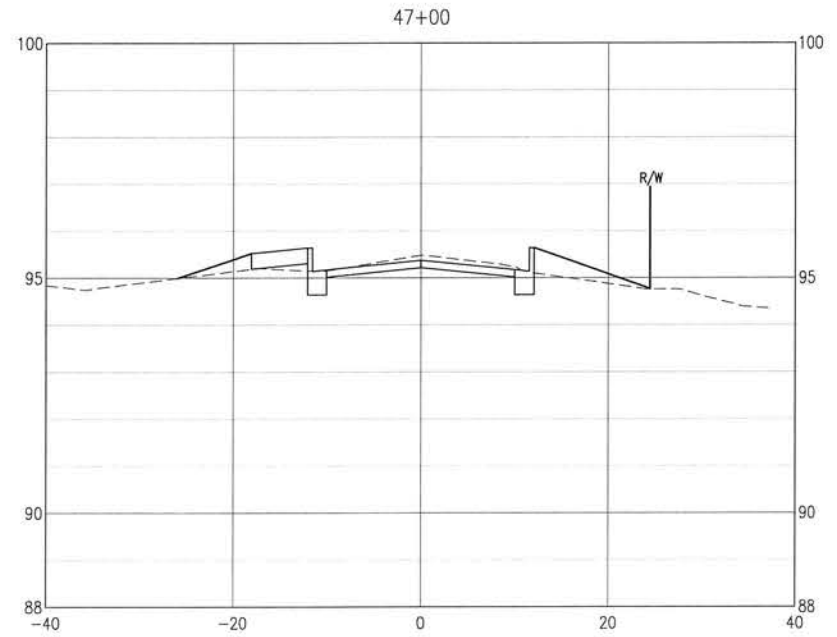
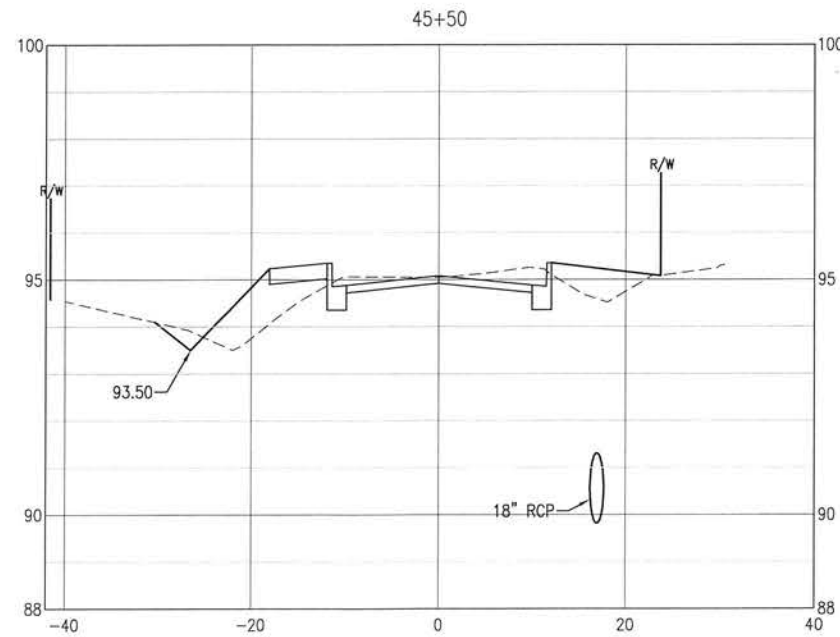
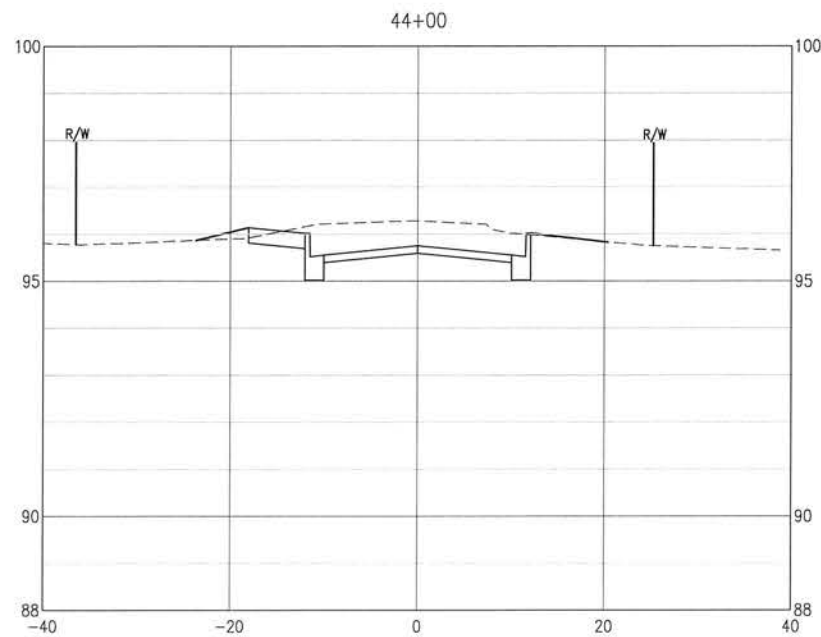
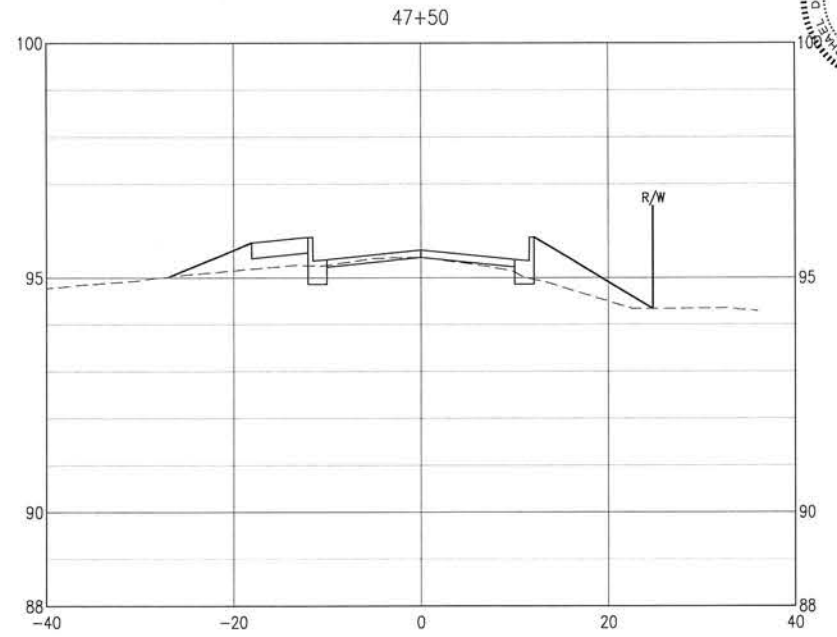
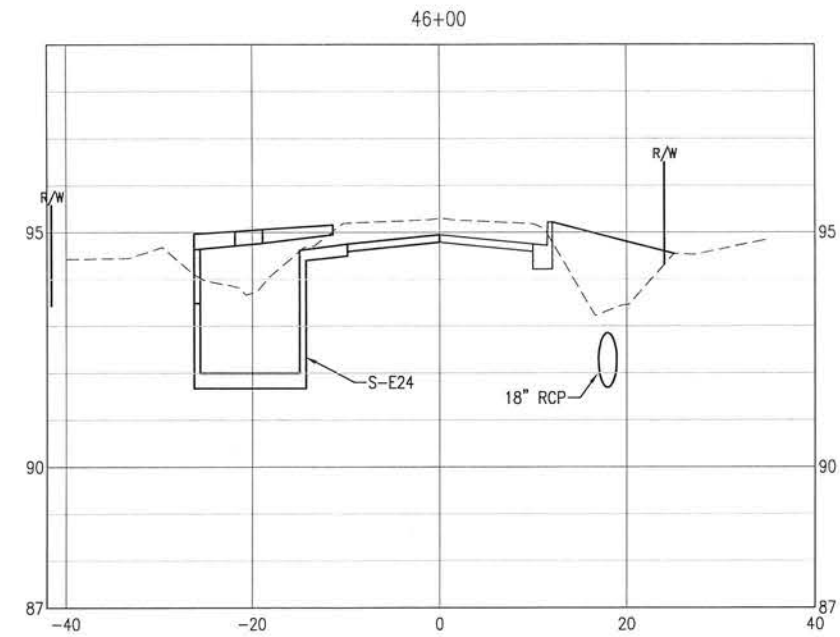
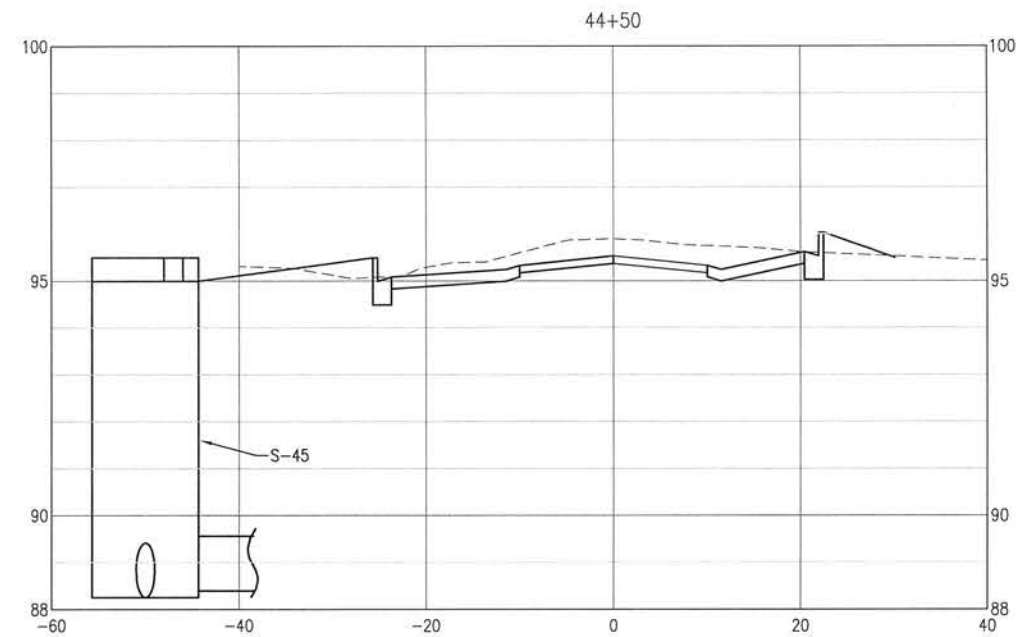
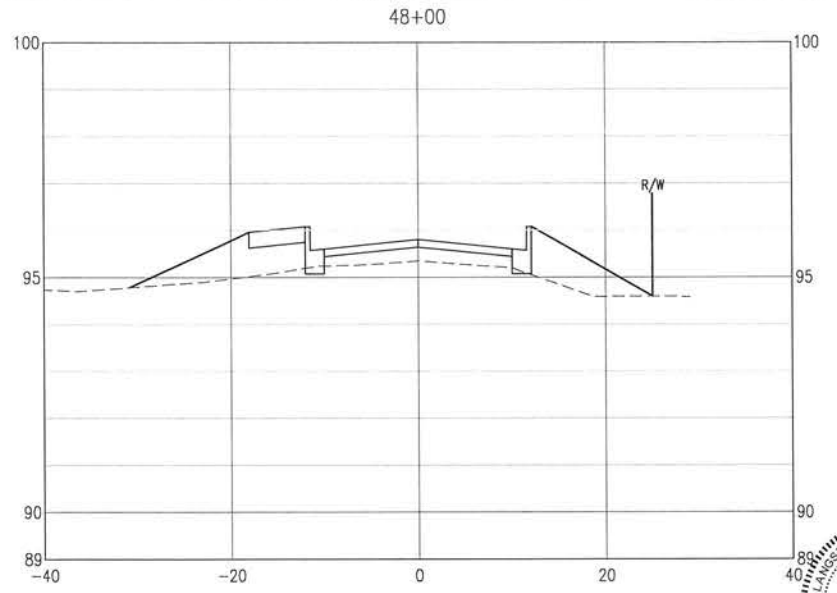
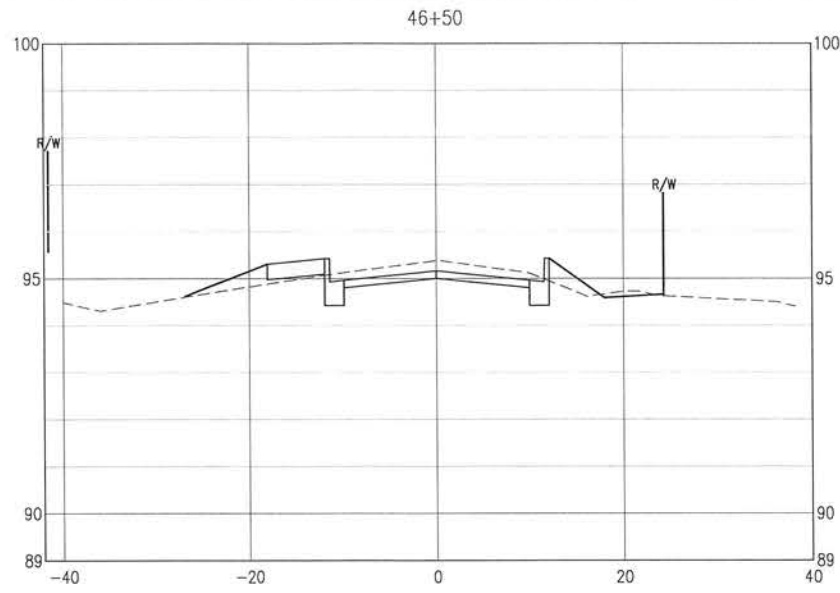
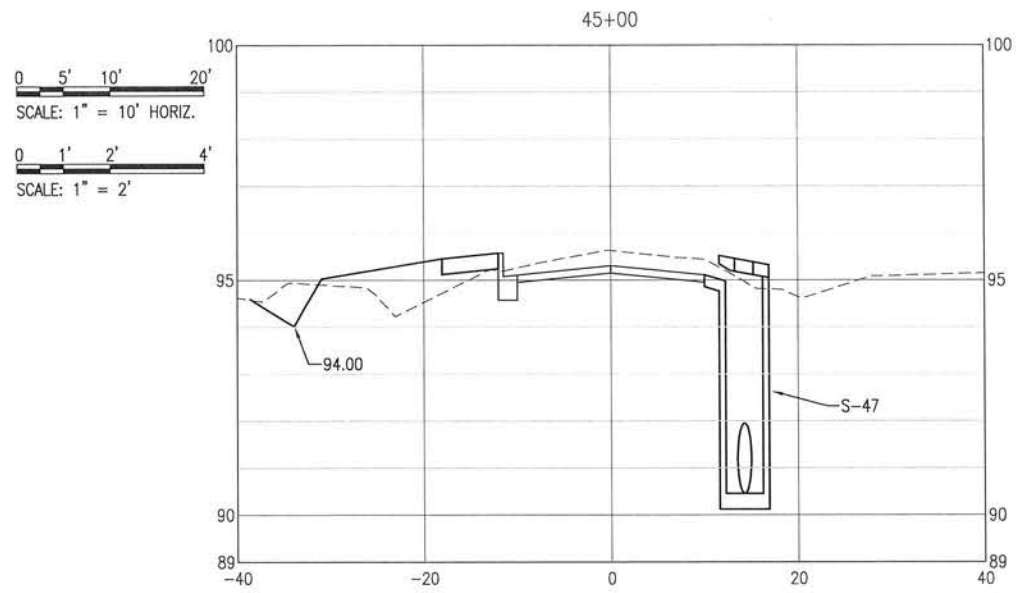
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	REVISION / ACTION TAKEN	APPR.	DATE	NO.
24323.02				
DESIGNED BY:				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR: MCL				
DATE: JAN 2021				

CROSS-SECTIONS

C-126

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BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-5661
ENGINEERING BUSINESS: EB-000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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STATE OF FLORIDA
MICHAEL D. LANSON, P.E.
FL Reg. Engineer #14663

**BURGESS ROAD
SIDEWALK DESIGN**

NO.	DATE	APPR.	REVISION/ACTION TAKEN

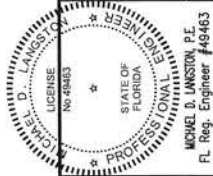
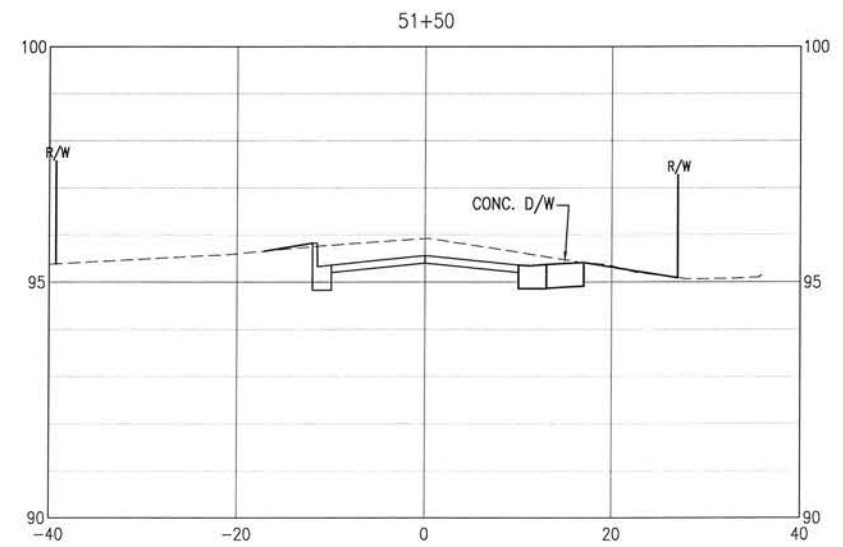
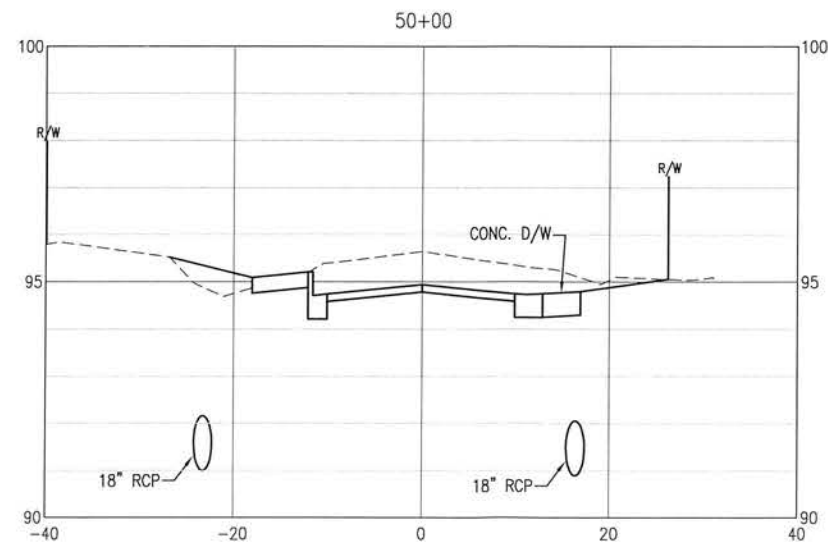
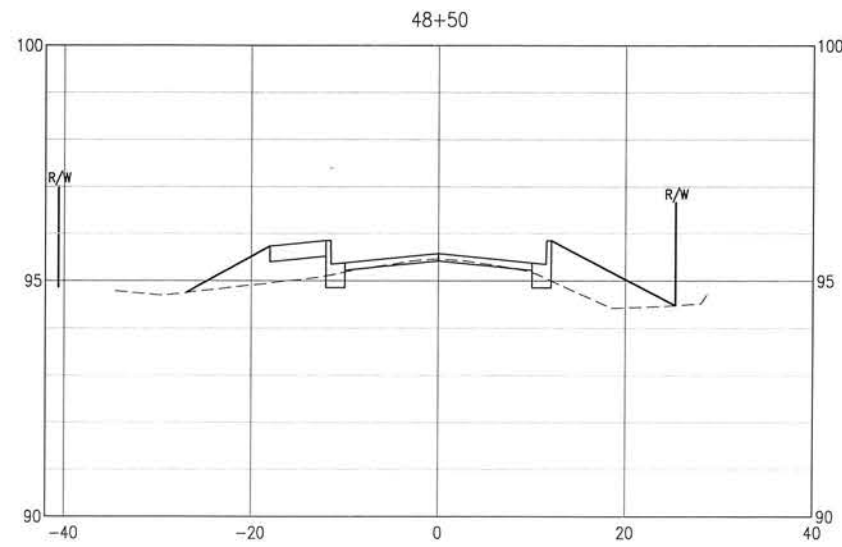
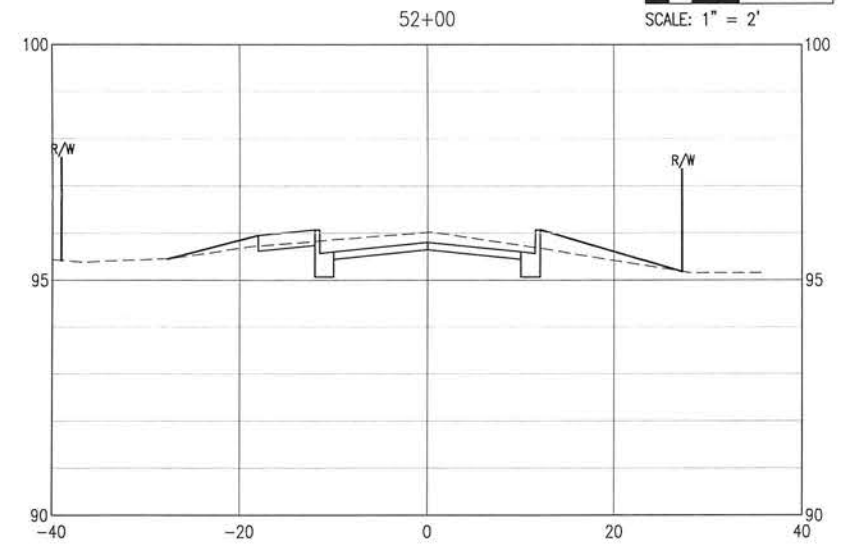
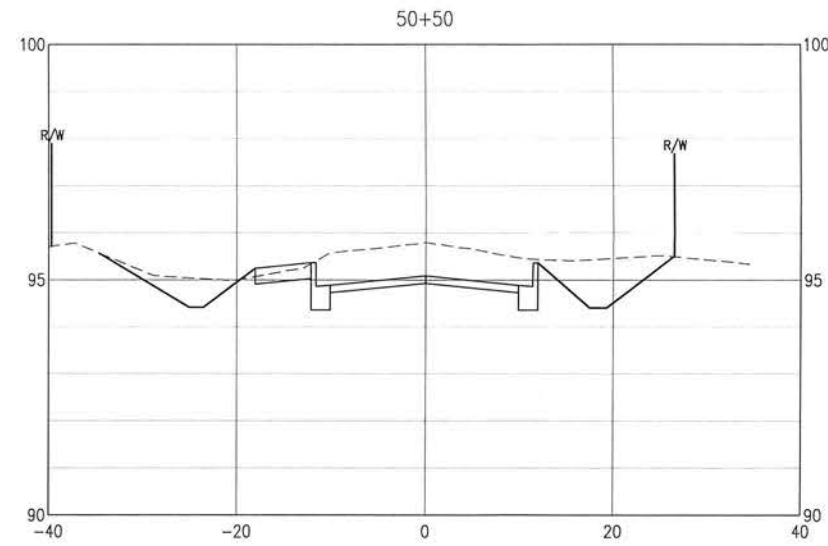
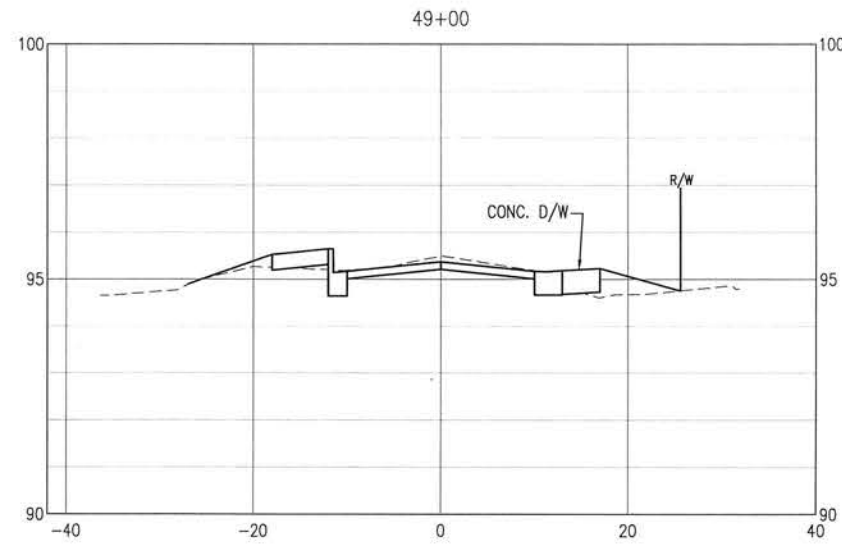
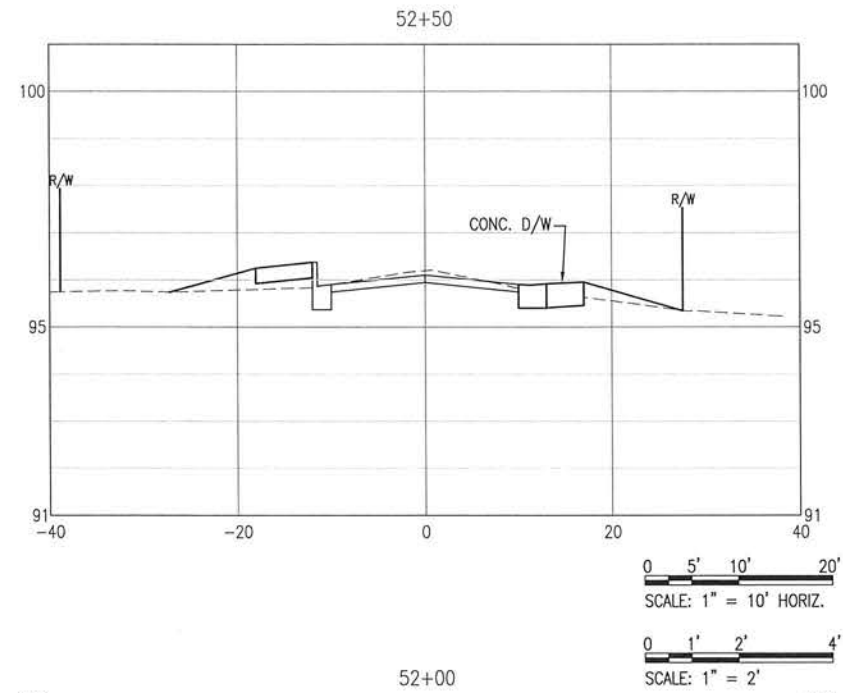
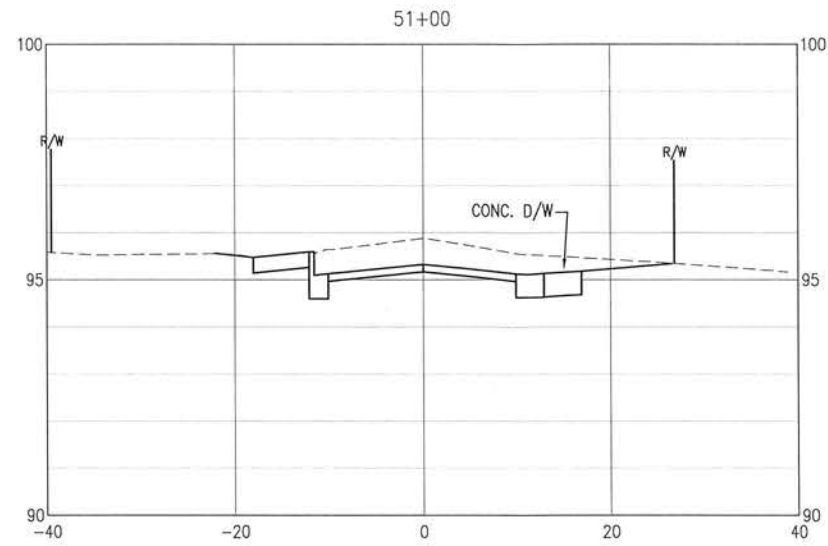
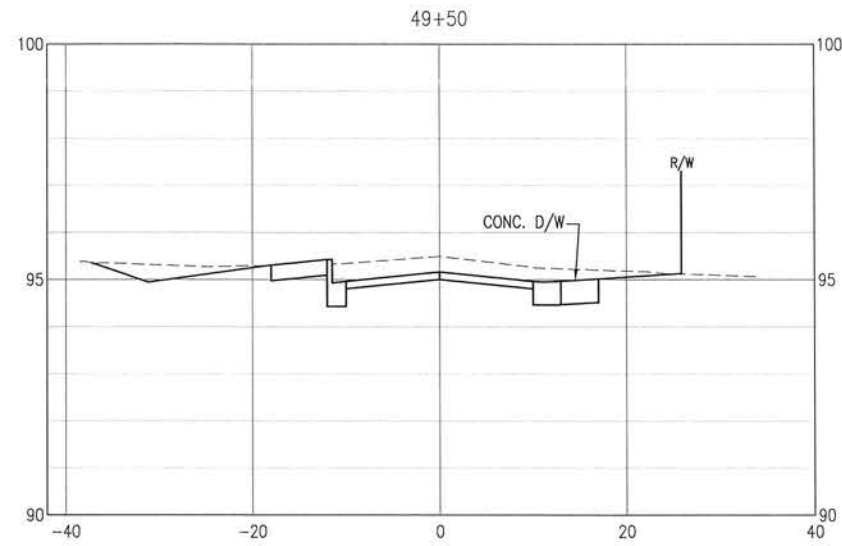
PROJECT NO: 24323.02	DESIGNED BY:	CHK'D BY:	PROJ. MGR: MDL	DATE: JAN 2021

NOT RELEASED FOR CONSTRUCTION BY	DATE

CROSS-SECTIONS

C-127

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BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850)438-8661
ENGINEERING BUSINESS EB-000040
Pensacola - Panama City Beach - Tallahassee - Mobile
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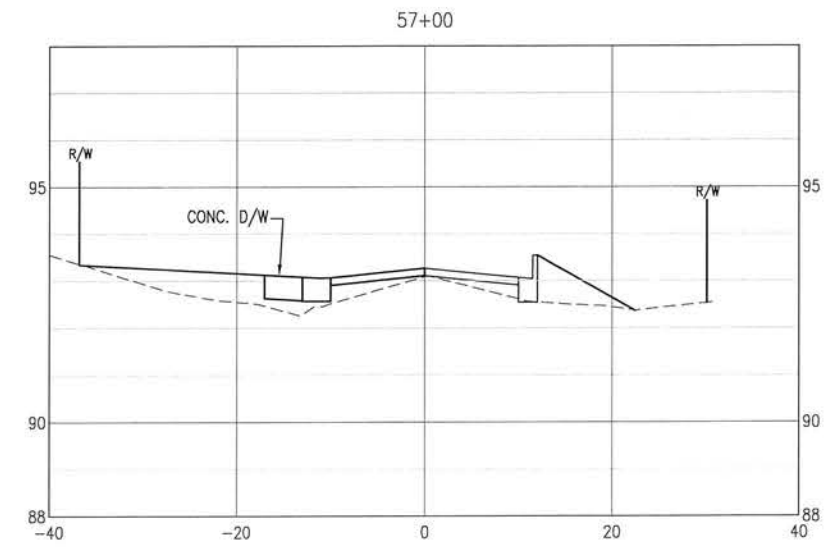
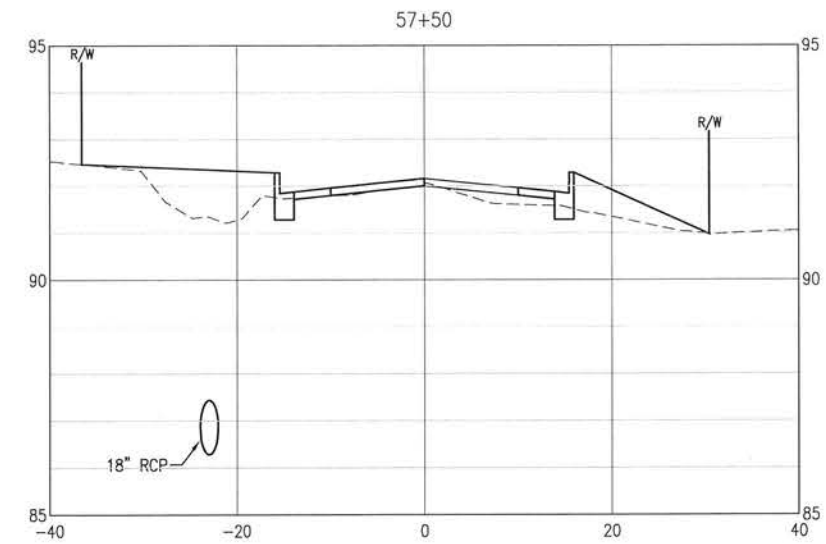
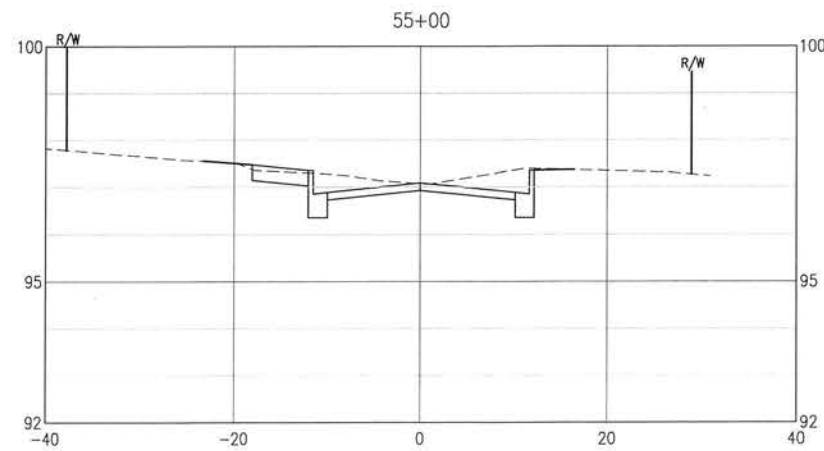
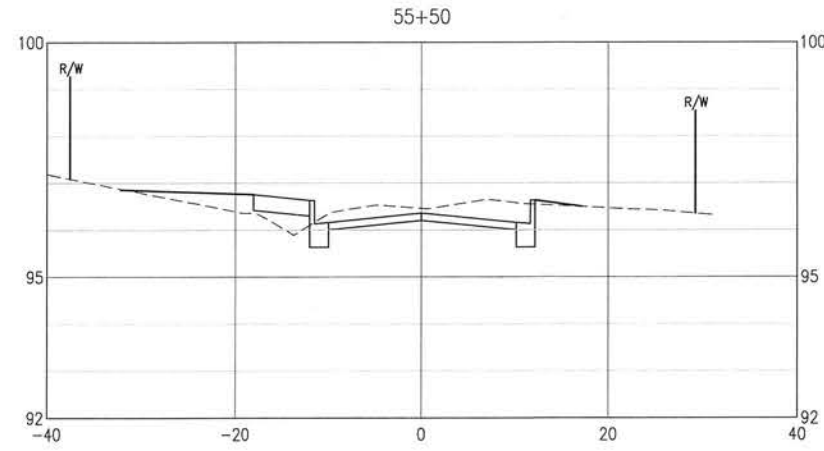
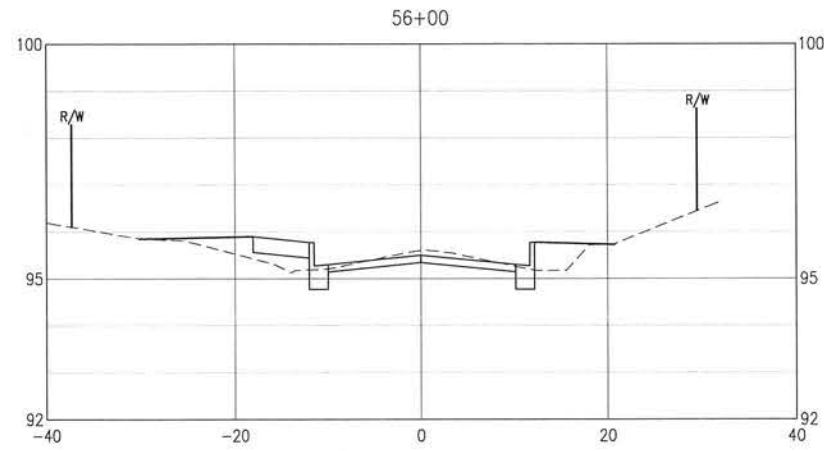
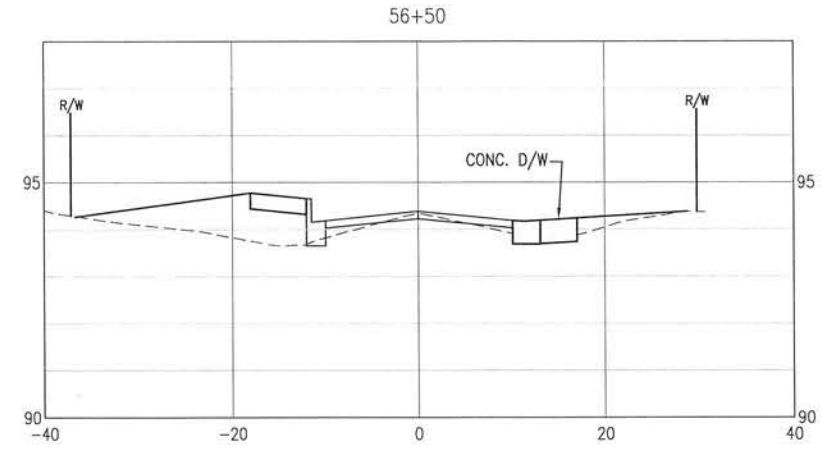
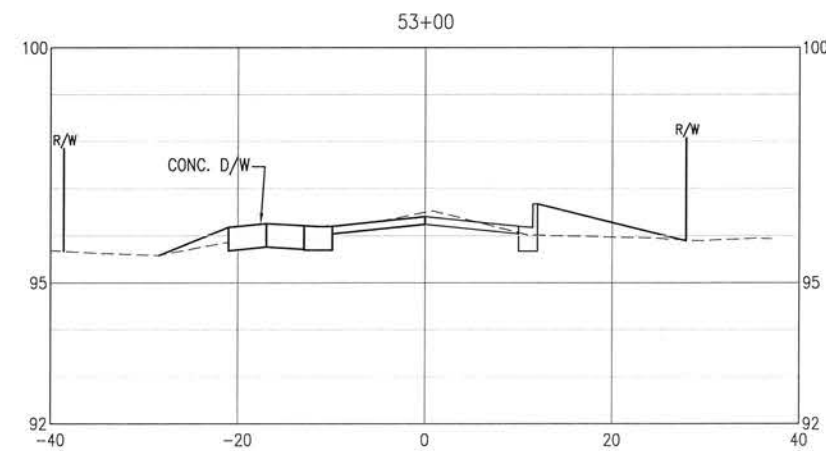
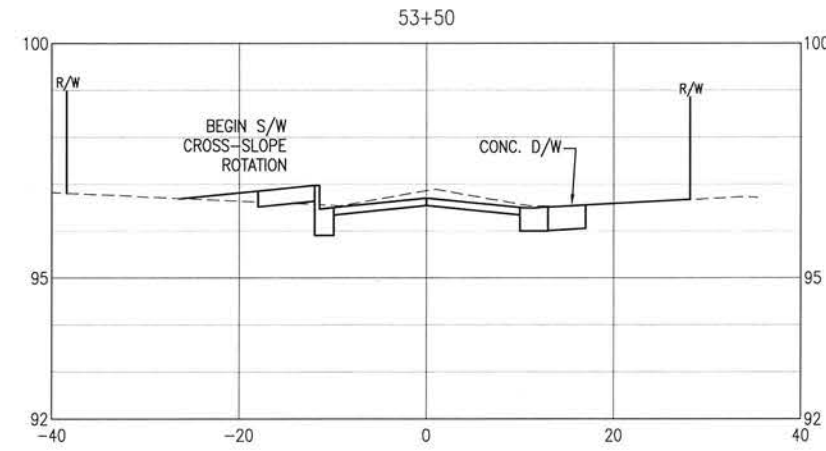
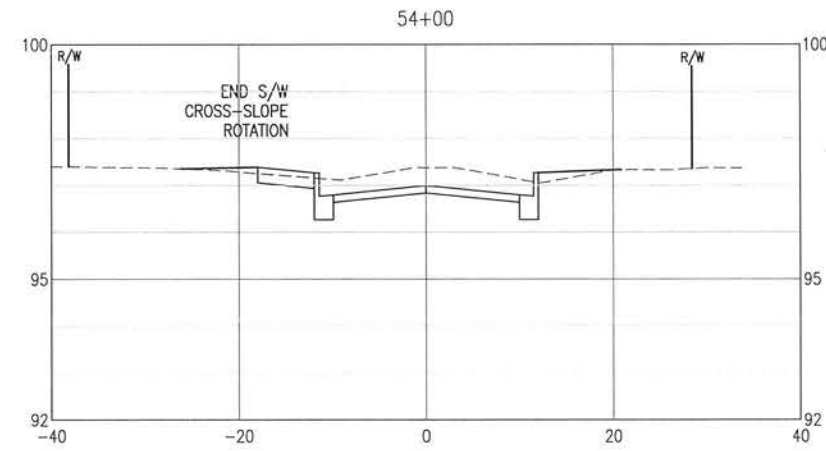
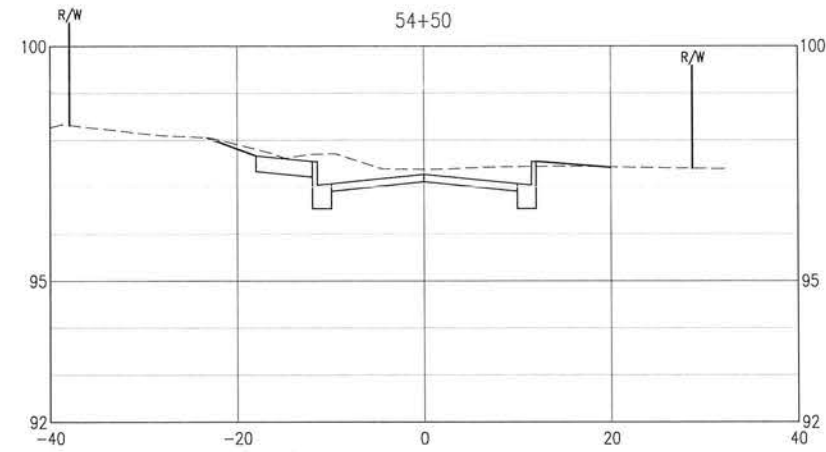
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	NO.	DATE	APPR.	REVISION / ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR: MCL				
DATE: JAN 2021				
NOT RELEASED FOR CONSTRUCTION BY DATE				

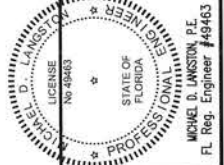
CROSS-SECTIONS

C-128

E:\DWG\243\24323.02\C-120-130 Site Xsns.dwg, Jan 12, 2021 - 8:40:53AM, rgeiger



0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

NO.	DATE	APPR.	REVISION/ACTION TAKEN

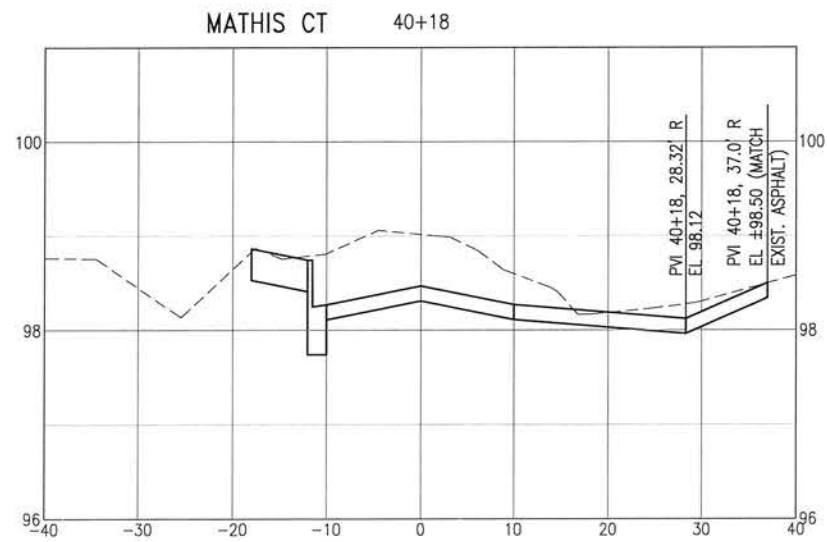
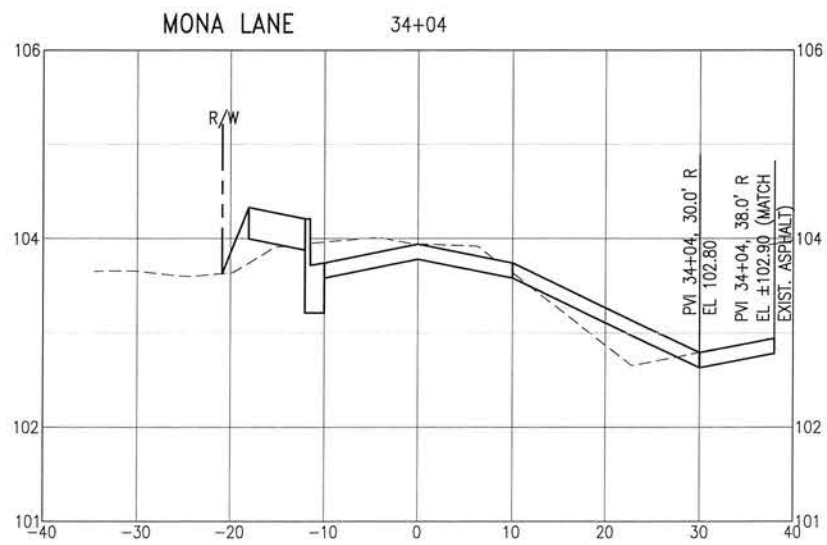
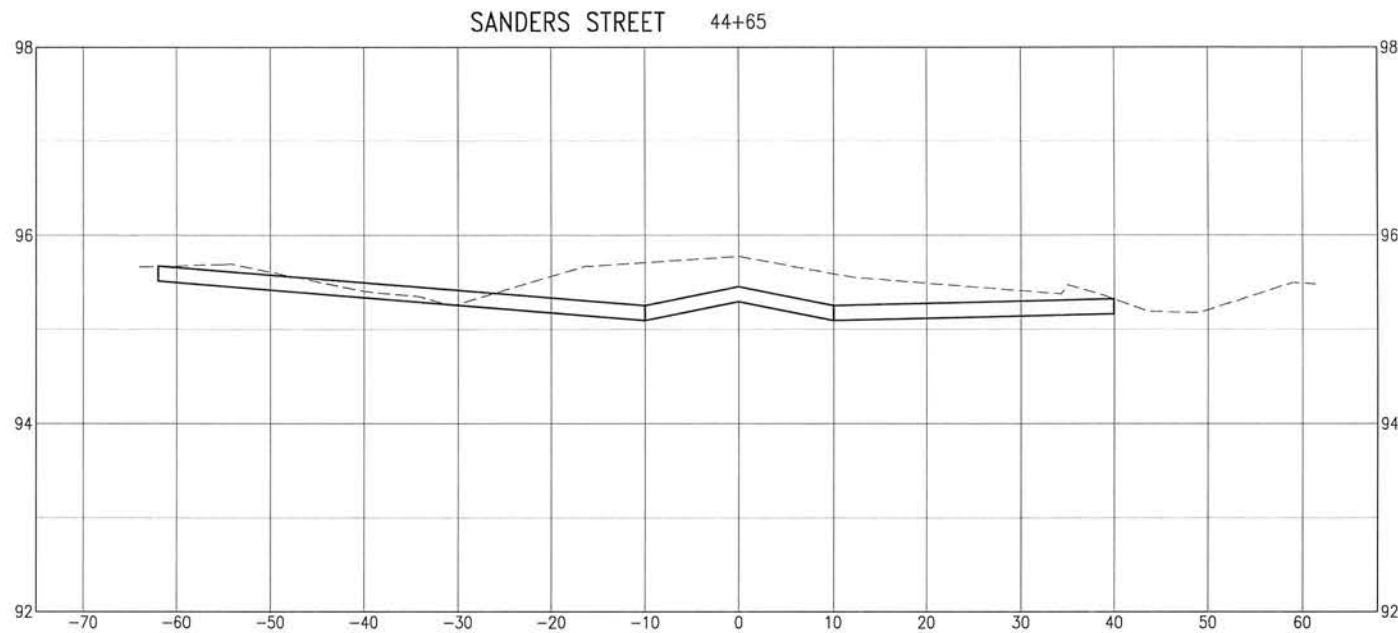
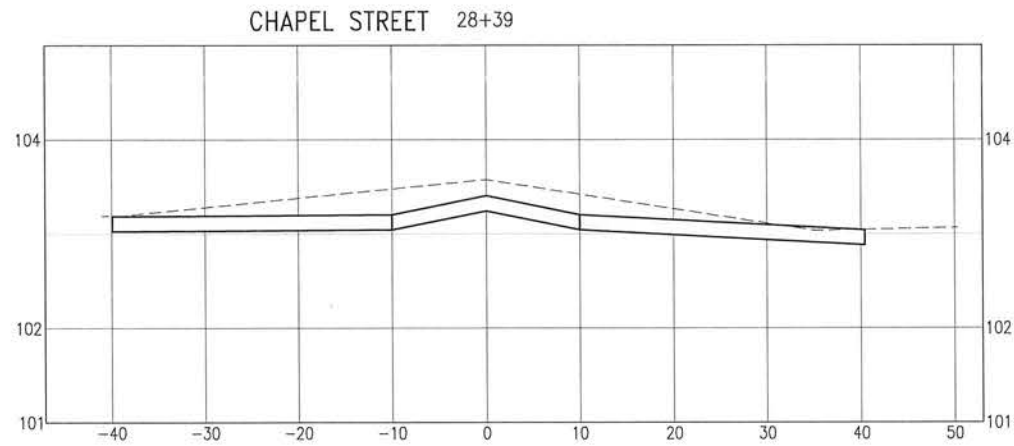
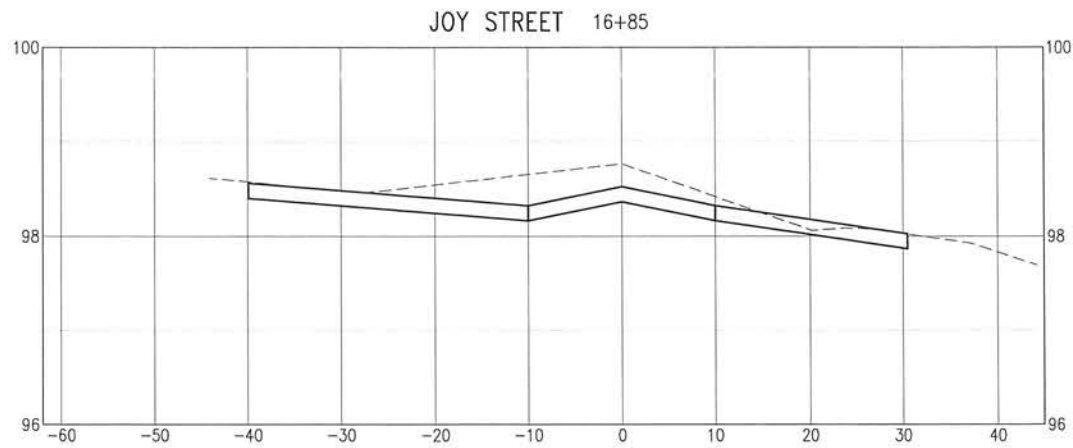
PROJECT NO:	24323.02
DESIGNED BY:	
DRAWN BY:	
CHK'D BY:	
PROJ. MGR:	MOL
DATE:	JAN 2021

CROSS-SECTIONS

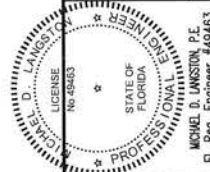
C-129

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-8661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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E:\DWG\243\24323.02\C-120-130 Site Xans.dwg, Jan 12, 2021 -- 8:41:07AM, rgeiger



0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 0.5' 1' 2'
SCALE: 1" = 1'



BURGESS ROAD
SIDEWALK DESIGN

NO.	DATE	APPR.	REVISION/ACTION TAKEN
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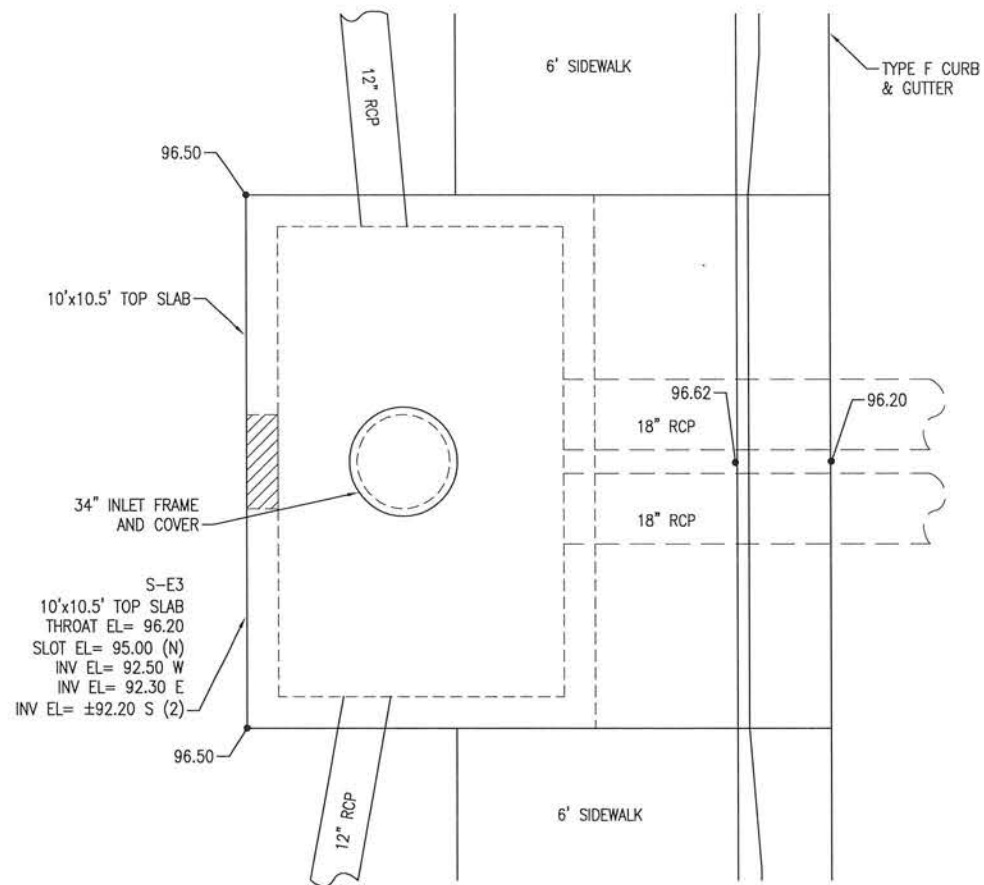
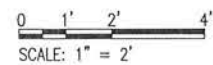
CROSS-SECTIONS

C-130

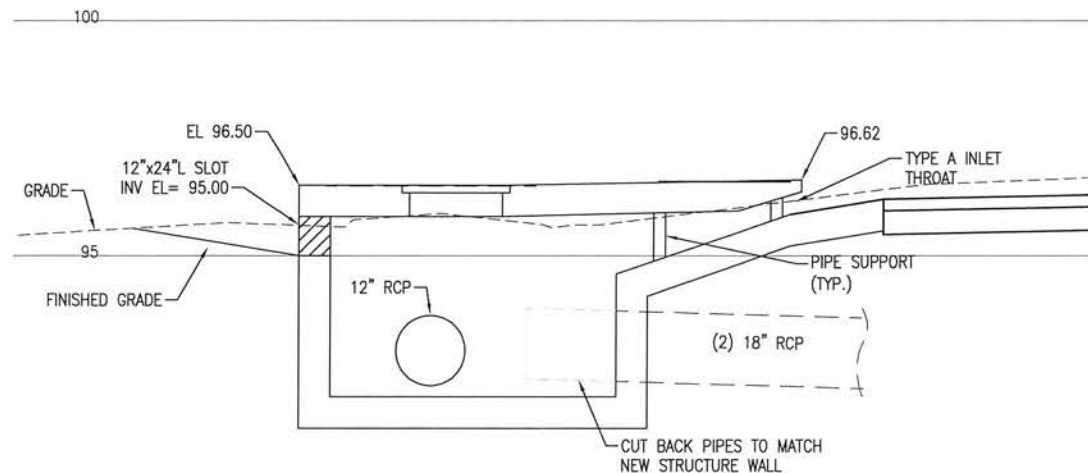
BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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Michael J. Donovan, PE
FL Reg. Engineer #46463

E:\DWG\243\24323.02\C-140-146 Structures.dwg, Jan 12, 2021 - 8:41:22AM, rgeiger

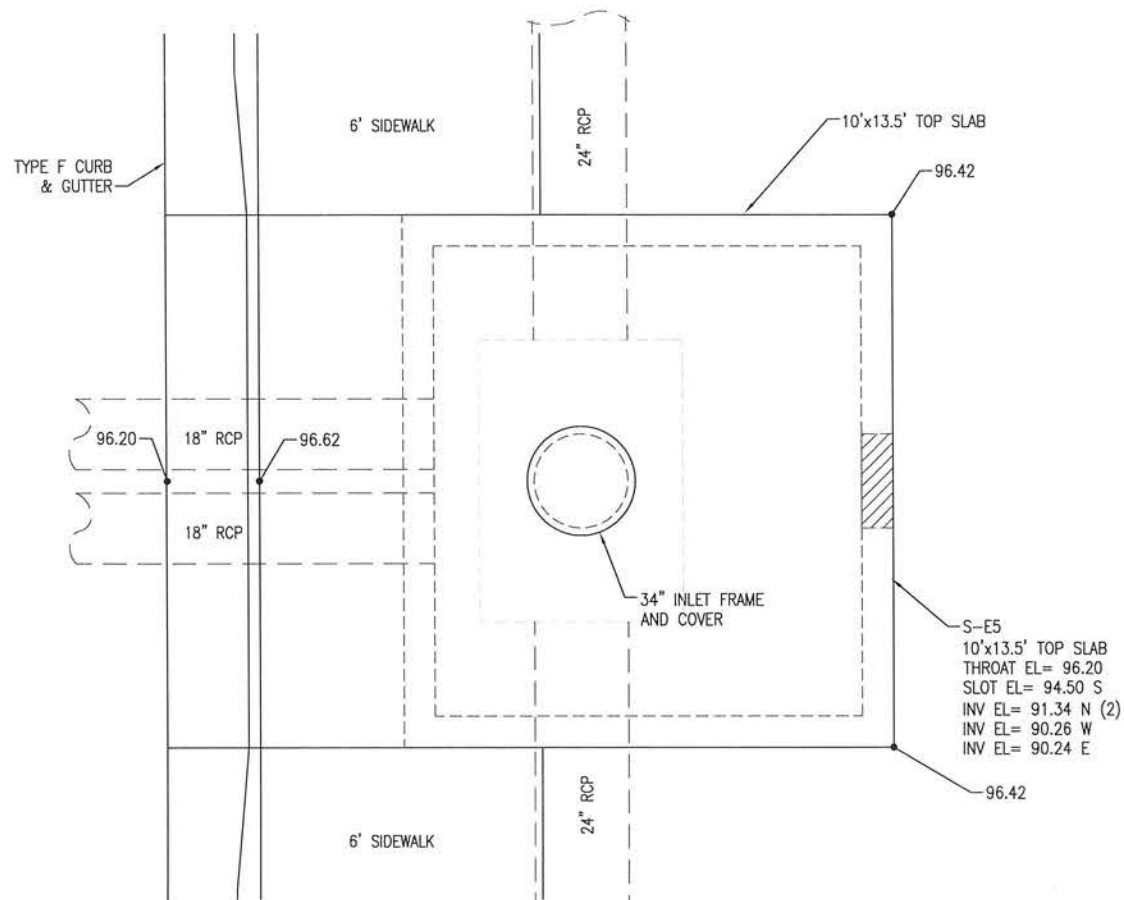


PLAN

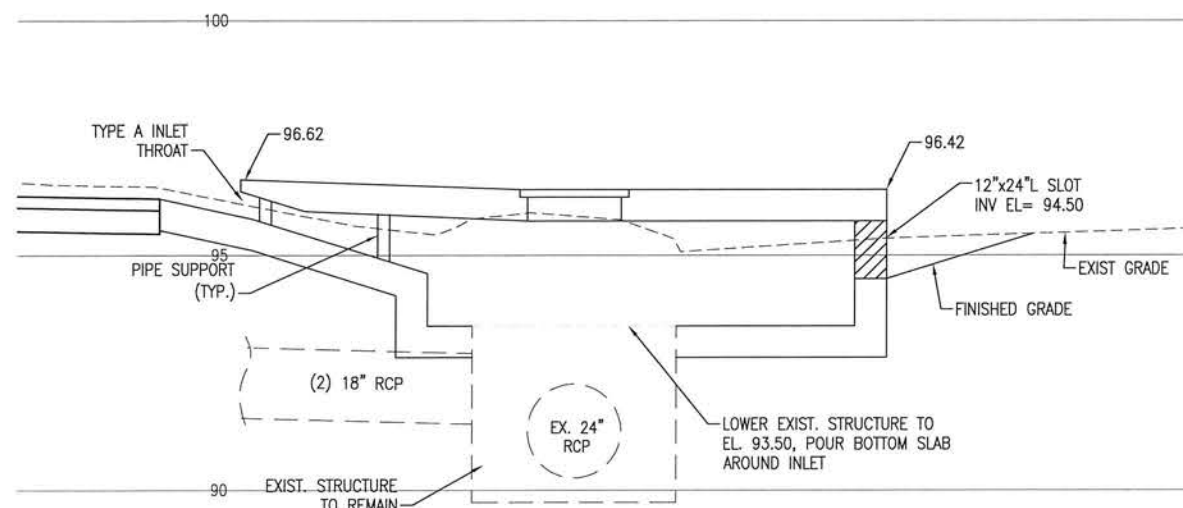


SECTION

STRUCTURE S-E3
NOT TO SCALE



PLAN

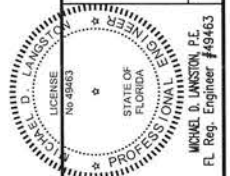


SECTION

STRUCTURE S-E5
NOT TO SCALE

NOTE:

1. FOR STRUCTURE DETAILS ON SHEETS C-140 THRU C-146, ALL REINFORCING SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 425-010.



BASKERVILLE-DONOVAN, INC.
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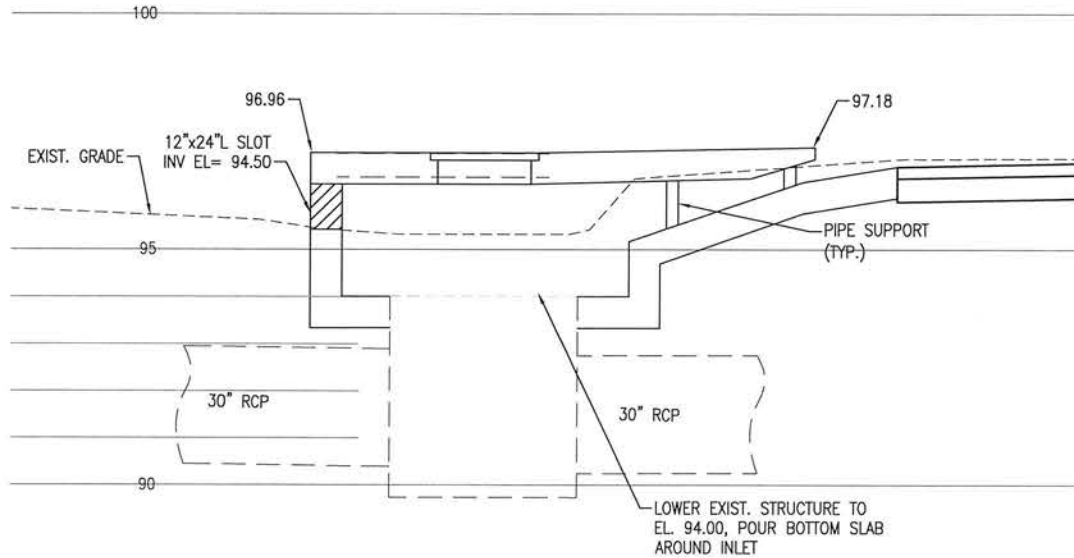
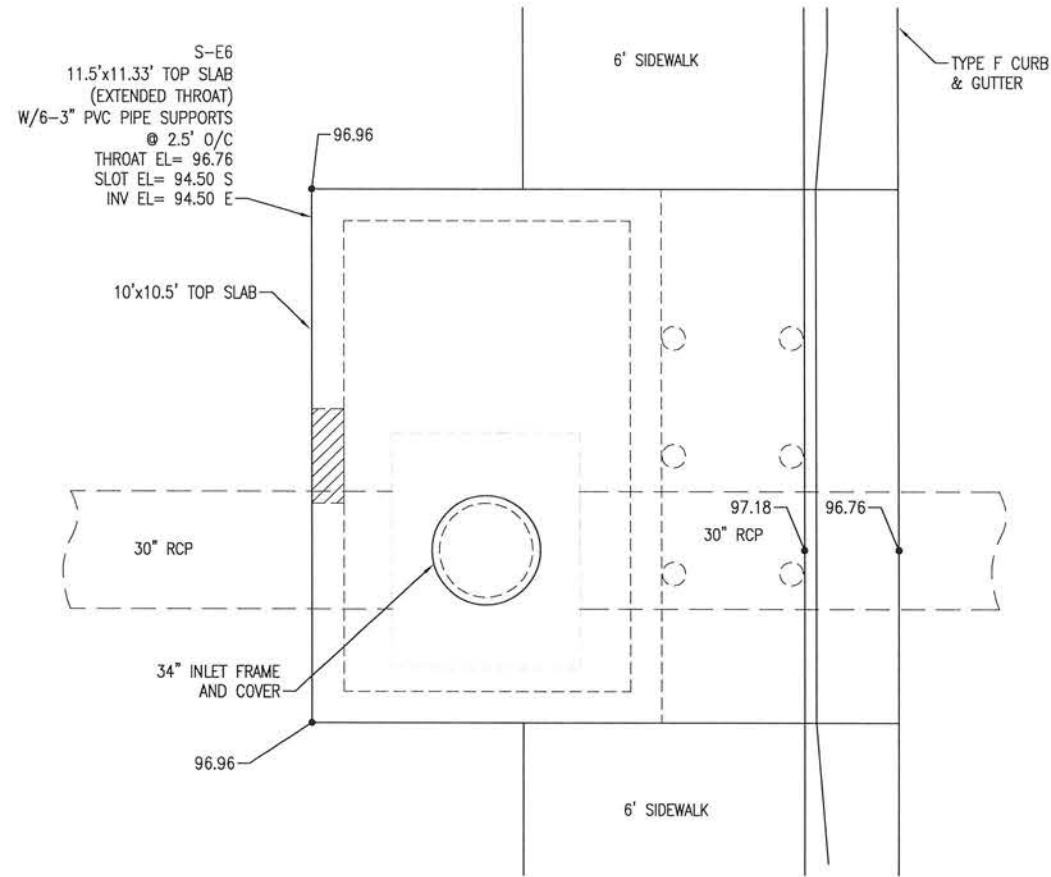
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	DESIGNED BY:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02	DRWN BY:				
	CHK'D BY:				
	PROJ. MGR: MDL				
	DATE: JAN 2021				
					NOT RELEASED FOR CONSTRUCTION BY DATE

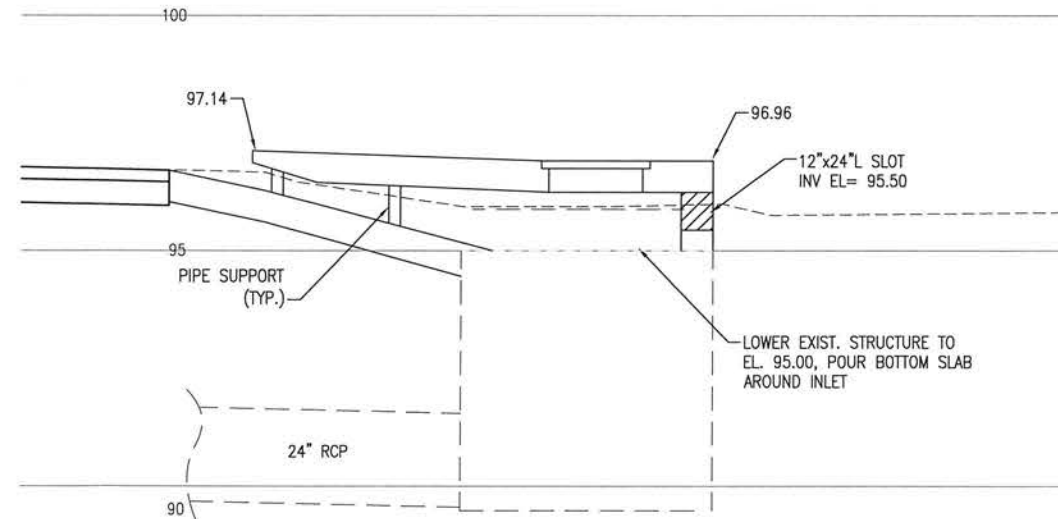
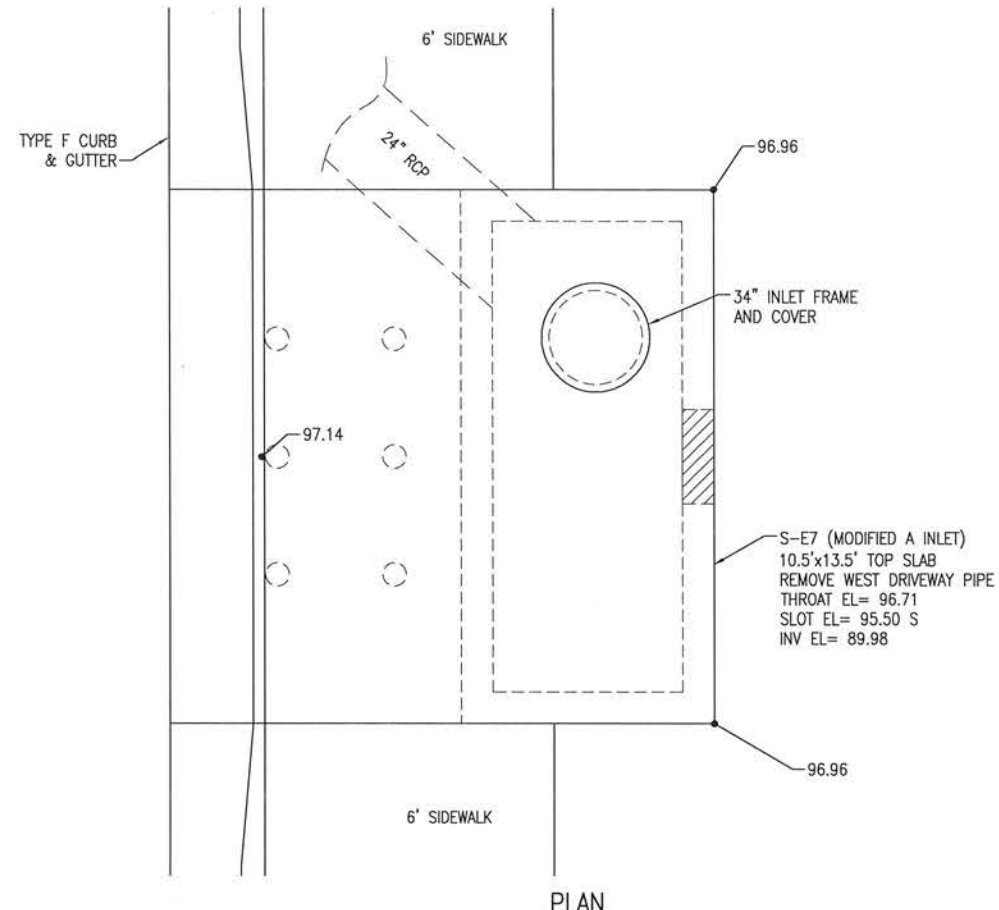
STRUCTURE DETAILS

C-140

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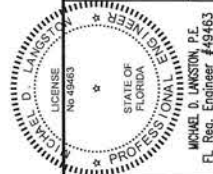


STRUCTURE S-E6
NOT TO SCALE



SECTION
STRUCTURE S-E7
NOT TO SCALE

0 1' 2' 4'
SCALE: 1" = 2'



BASKERVILLE-DONOVAN, INC.
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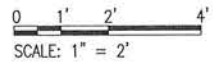
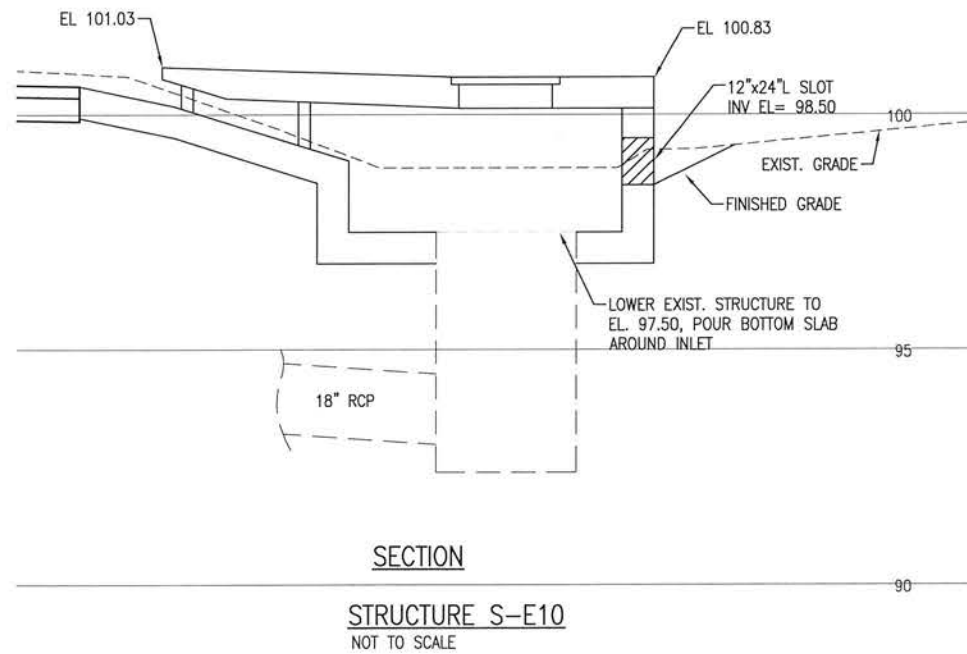
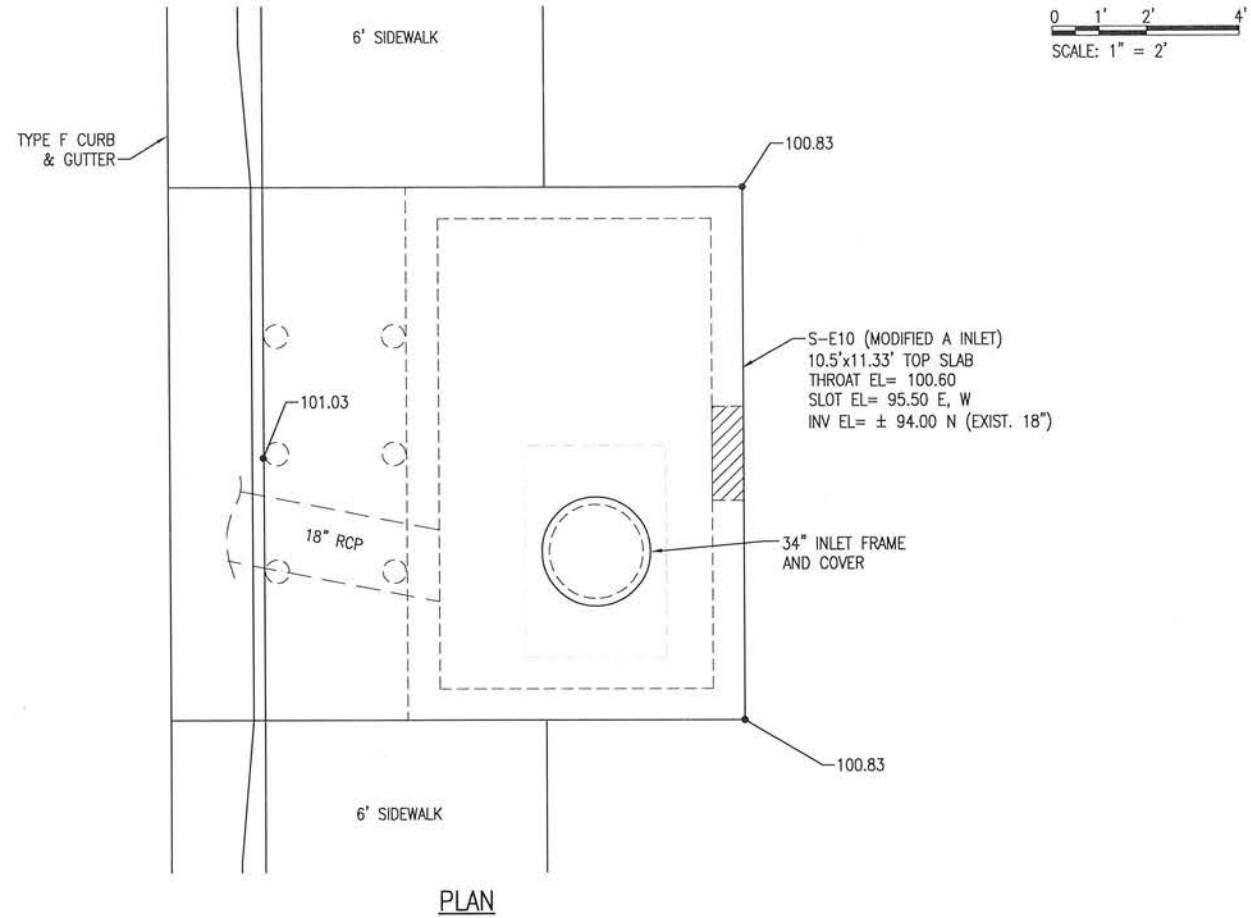
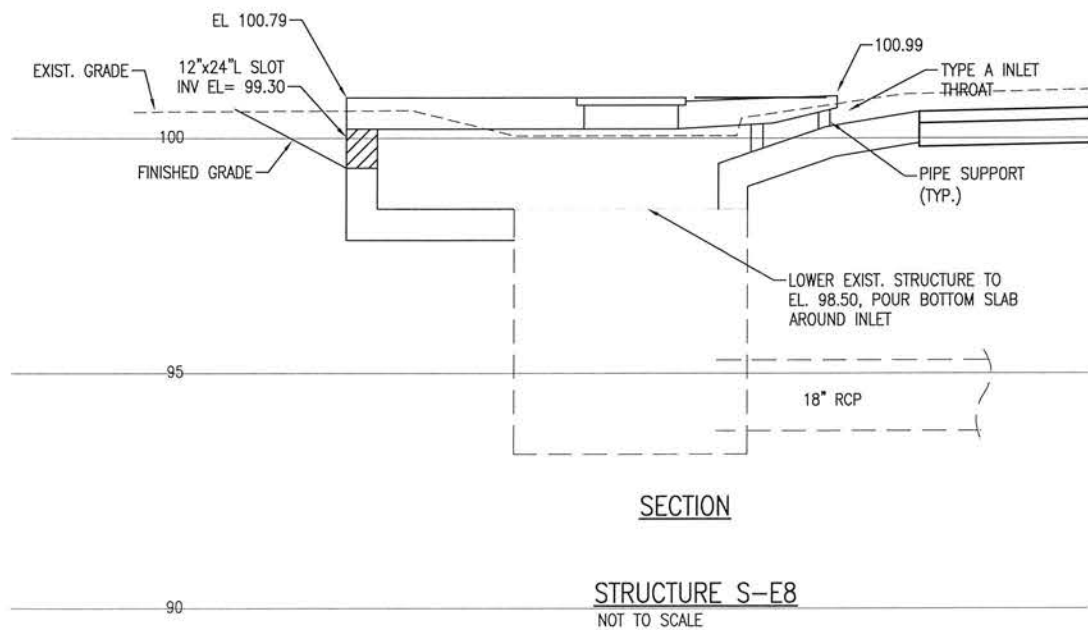
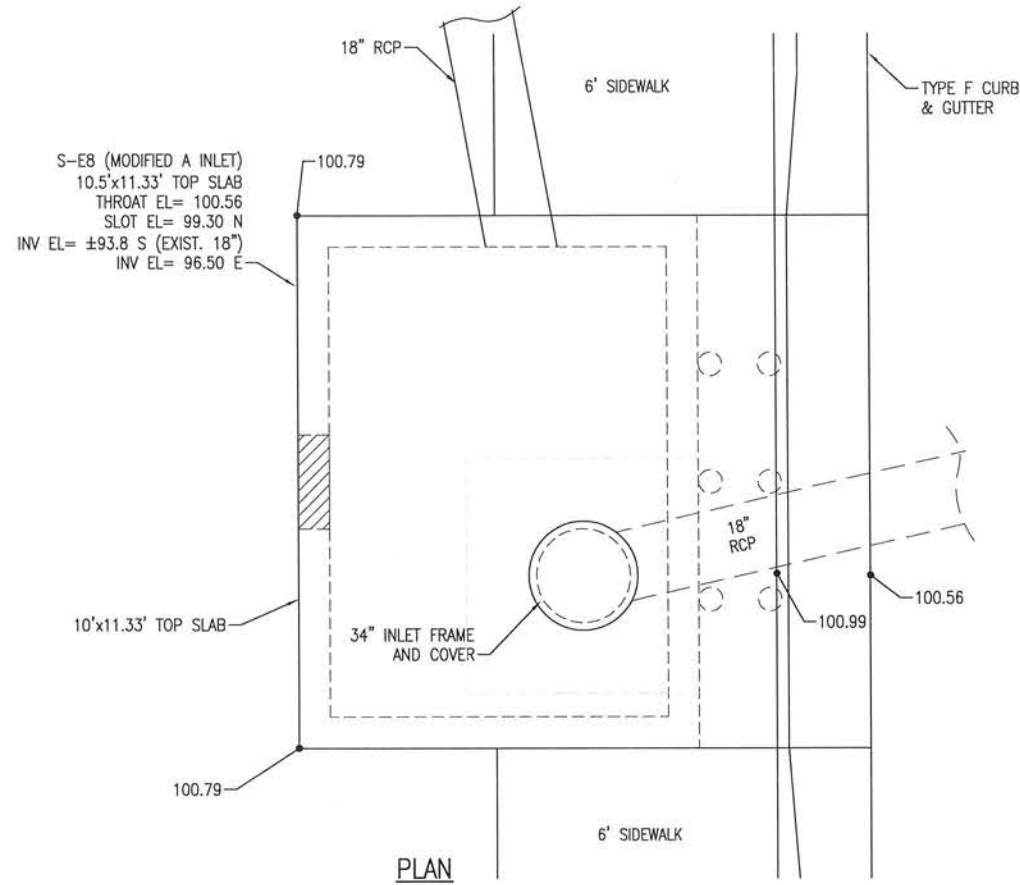
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	REVISION/ACTION TAKEN
24323.02	
DESIGNED BY:	
DRAWN BY:	
CHK'D BY:	
PROJ. MGR: MCL	
DATE: JAN 2021	
NOT RELEASED FOR CONSTRUCTION BY	DATE

STRUCTURE DETAILS

C-141

E:\DWG\243\24323.02\C-140-146 Structures.dwg, Jan 12, 2021 - 8:41:30AM, rgeiger

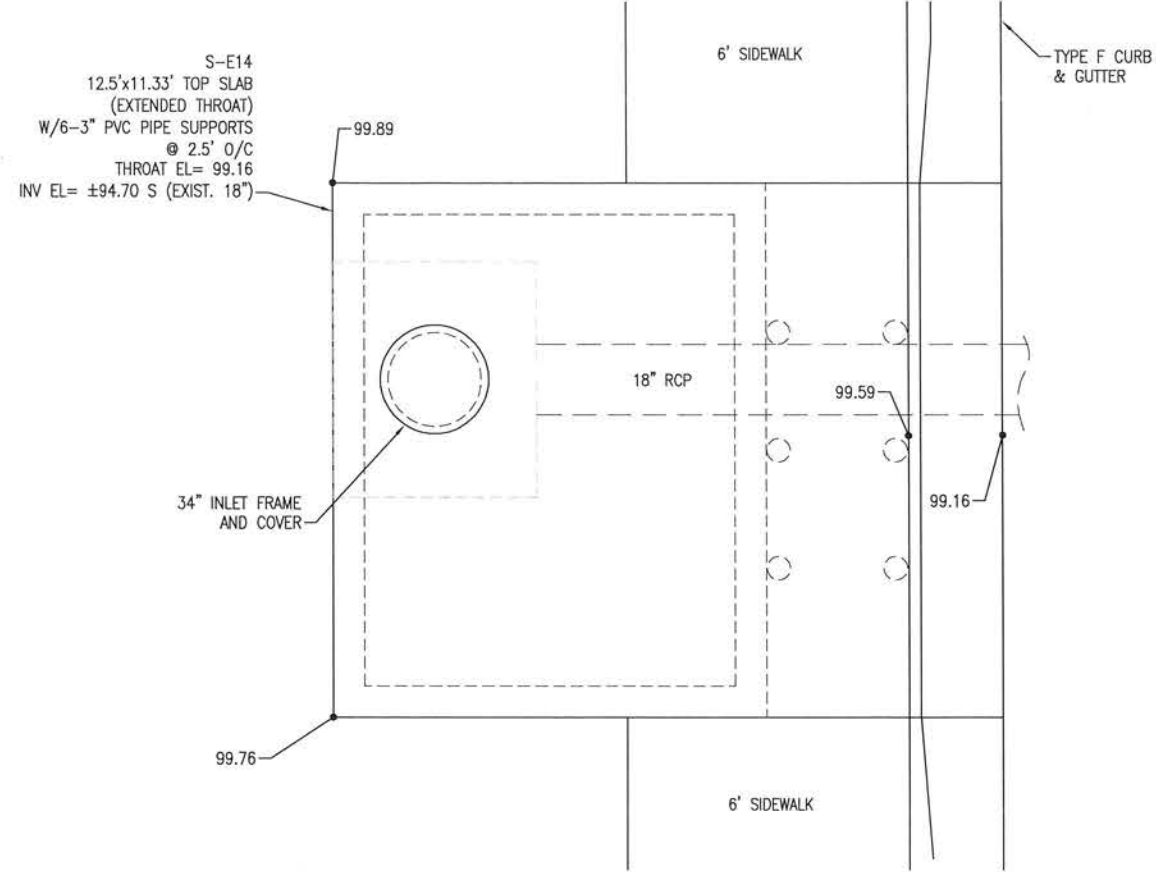


BASKERVILLE-DONOVAN, INC. Innovative Infrastructure Solutions 448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9961 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile <small>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</small>	 MICHAEL D. LUNSFORD STATE OF FLORIDA LICENSE NO. 48463 PROFESSIONAL ENGINEER CIVIL FL REG. ENGINEER #48463	BURGESS ROAD SIDEWALK DESIGN					
		PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
		DESIGNED BY:					
		DRAWN BY:					
CHK'D BY:							
PROJ. MGR:	MDL						
DATE:	JAN 2021						
NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____							

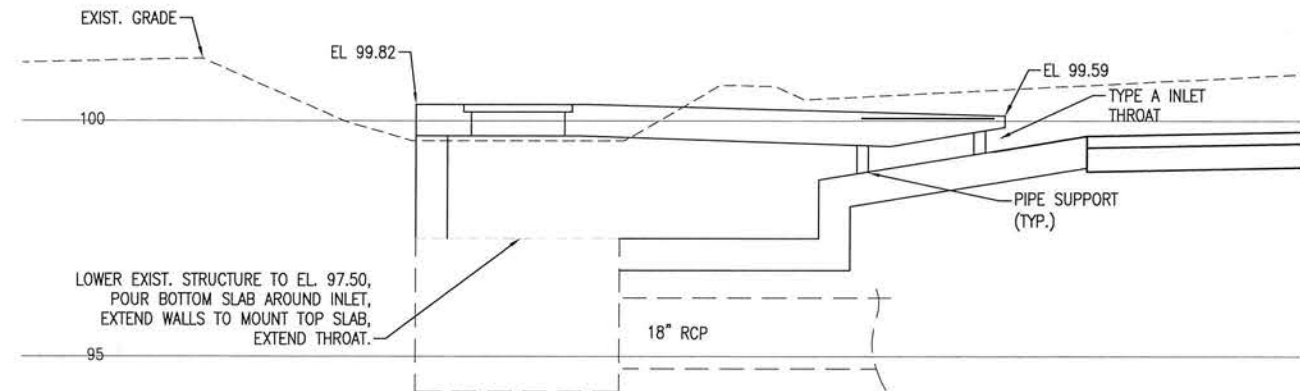
STRUCTURE DETAILS

C-142

E:\DWG\243\24323.02\C-140-146 Structures.dwg, Jan 12, 2021 - 8:41:34AM, rgeiger

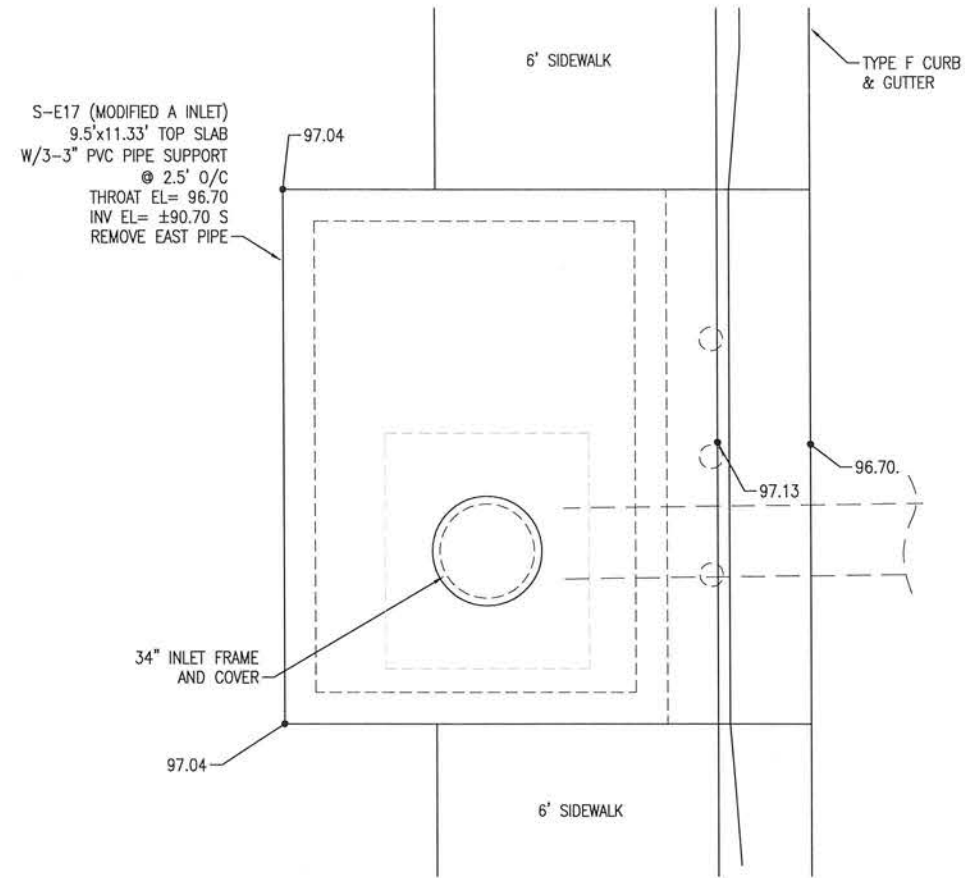


PLAN

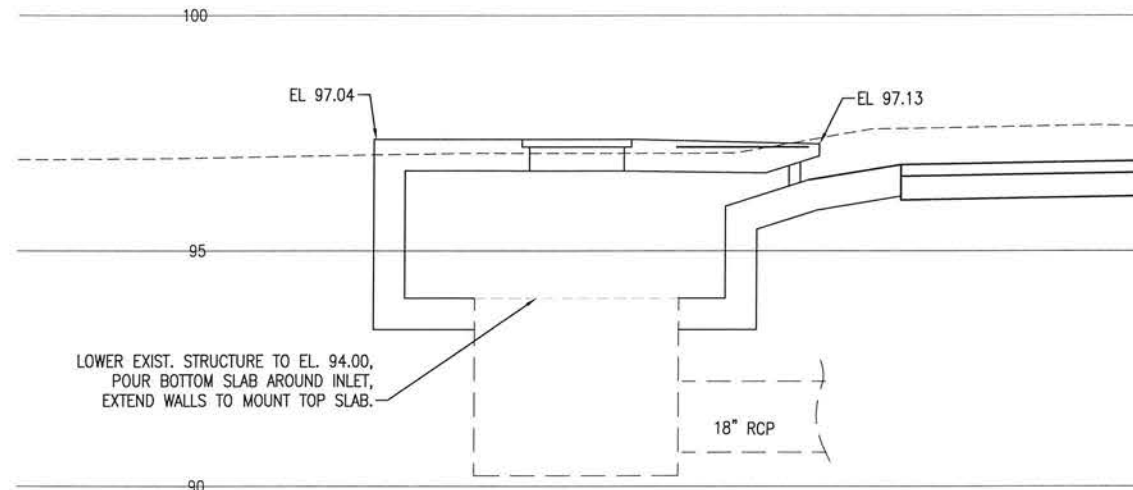


SECTION

STRUCTURE S-E14
NOT TO SCALE



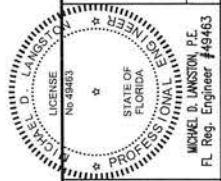
PLAN



SECTION

STRUCTURE S-E17
NOT TO SCALE

0 1' 2' 4'
SCALE: 1" = 2'



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
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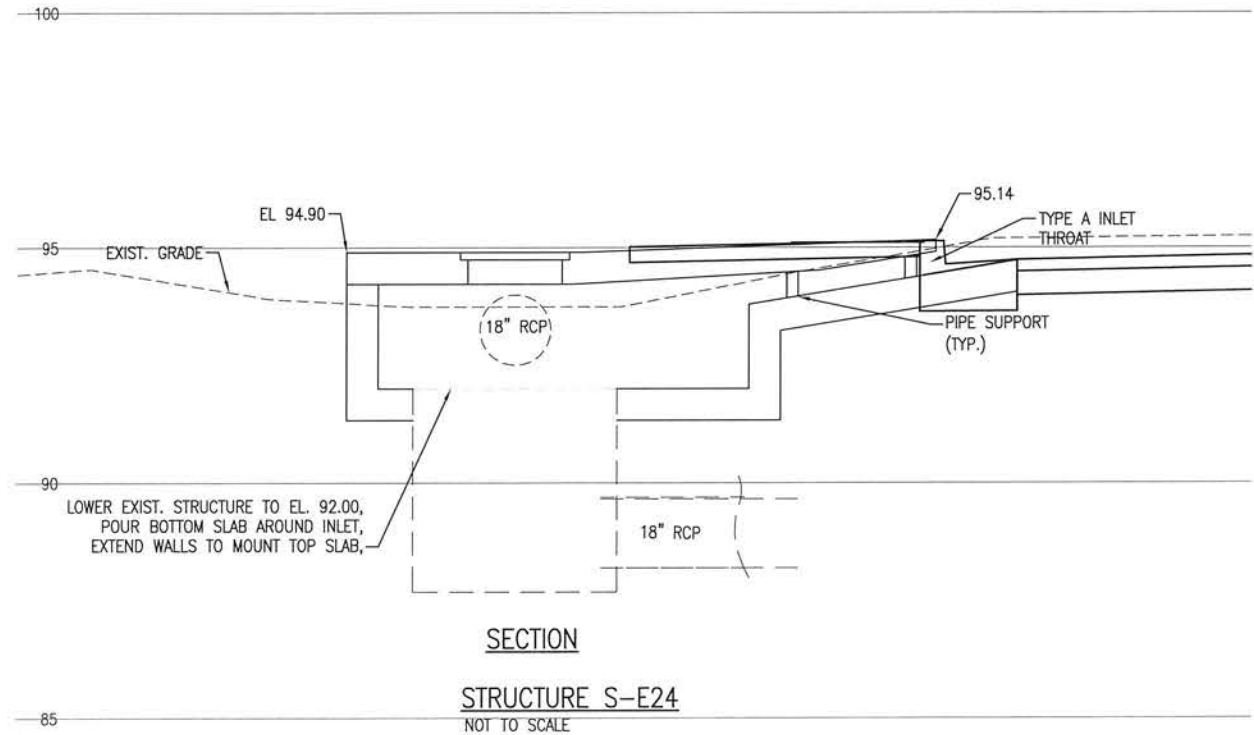
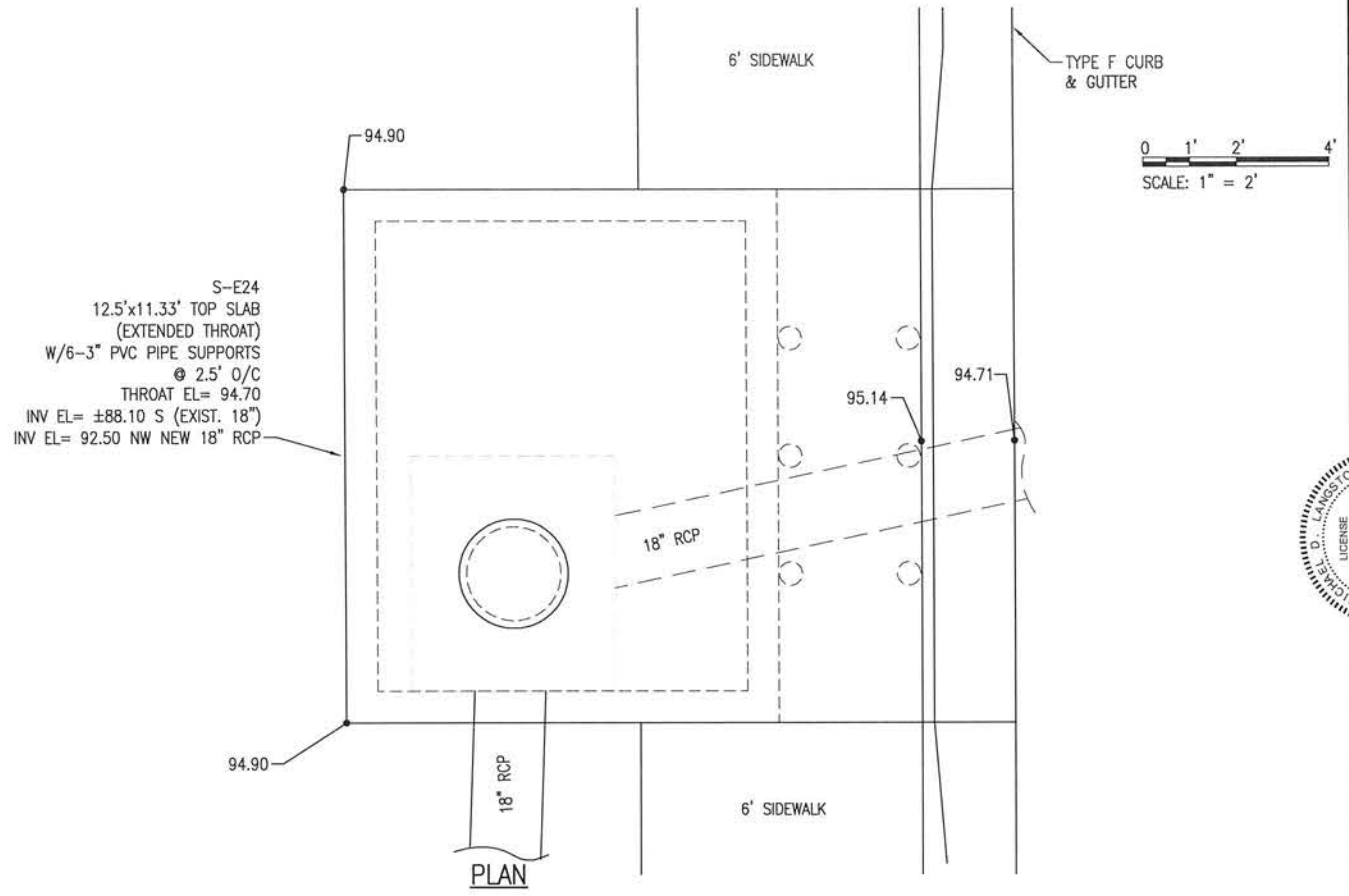
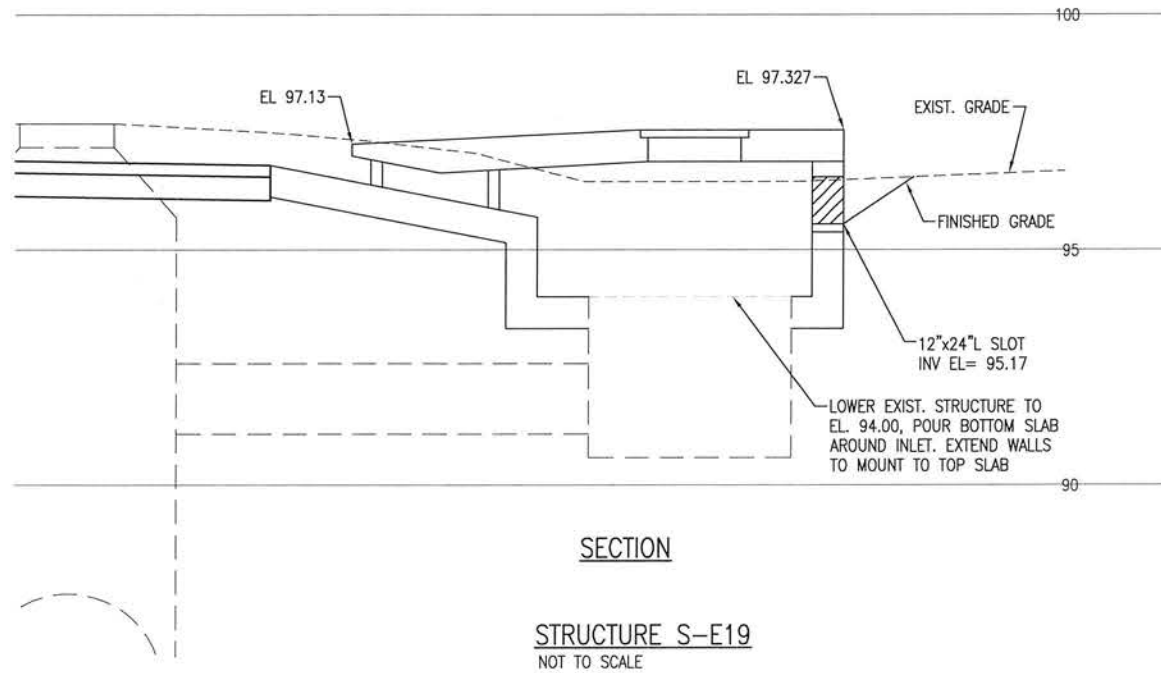
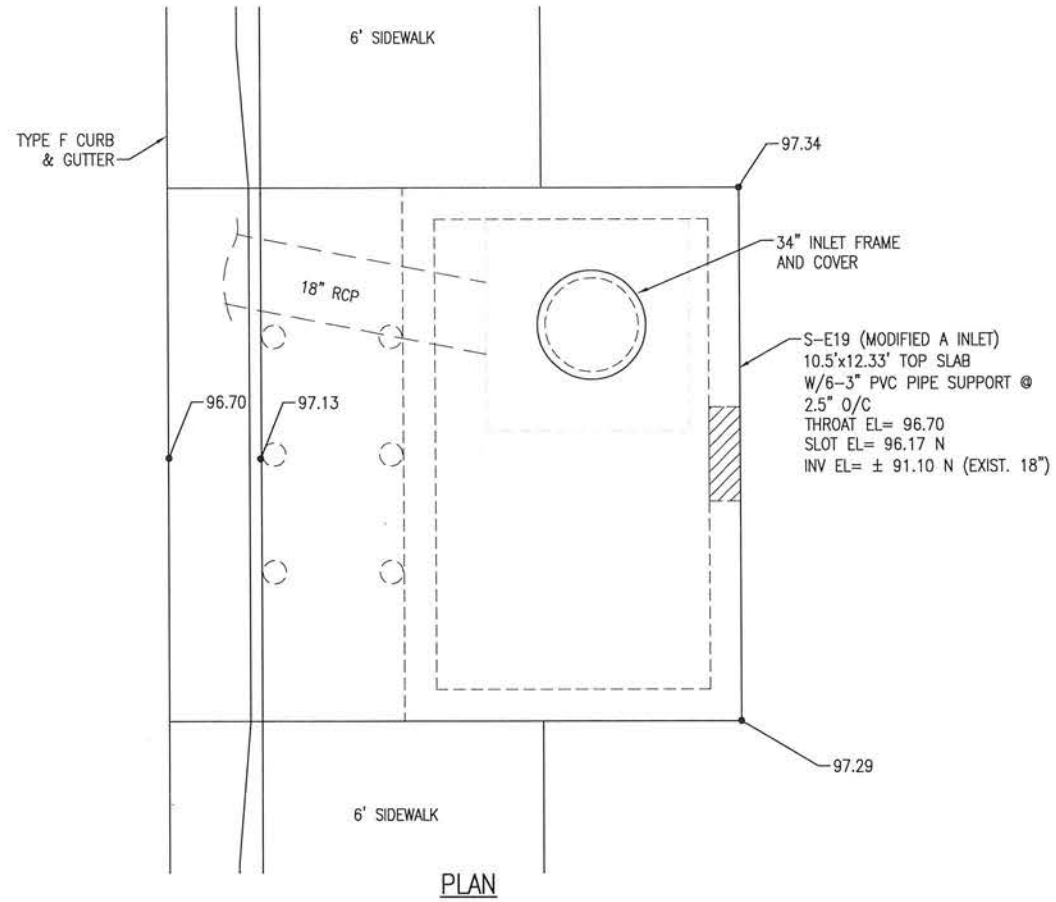
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	DESIGNED BY:	DRAWN BY:	CHK'D BY:	PROJ. MGR:	DATE	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				MOL	JAN 2021				

STRUCTURE DETAILS

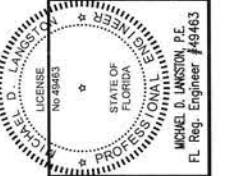
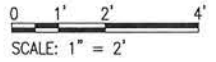
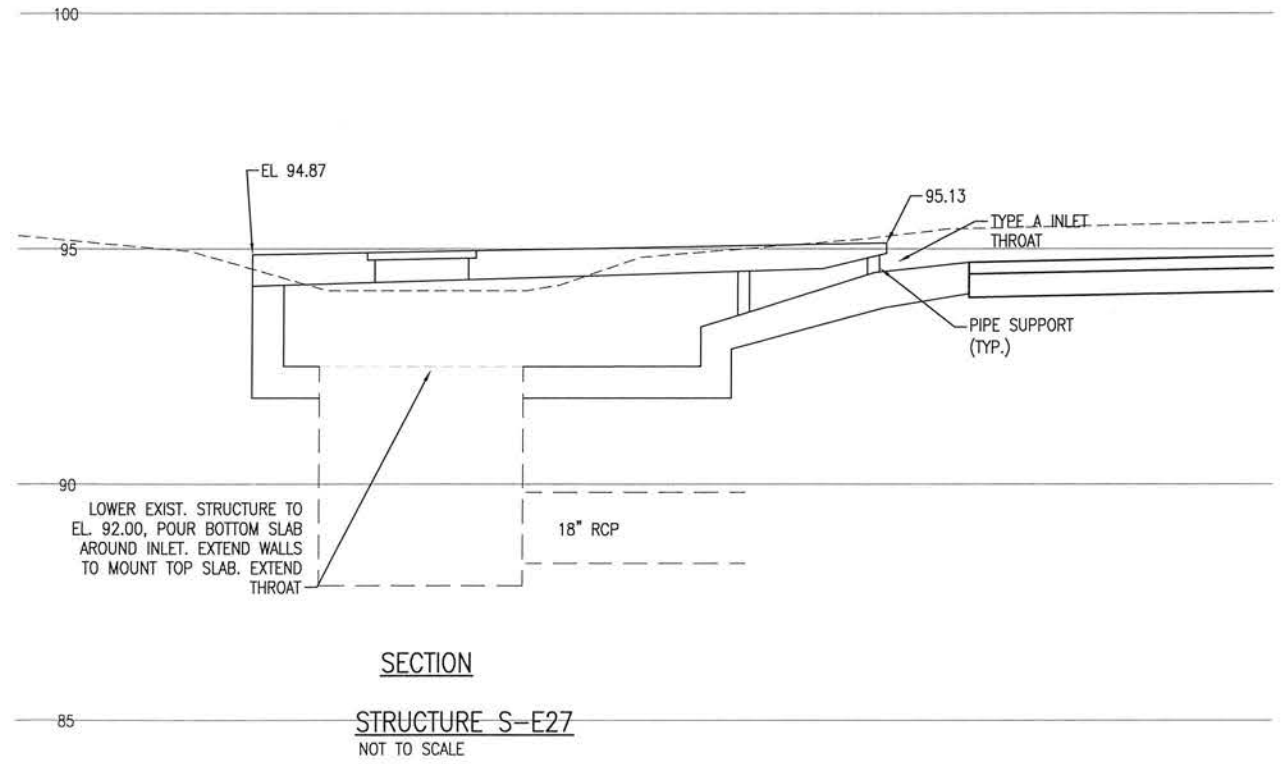
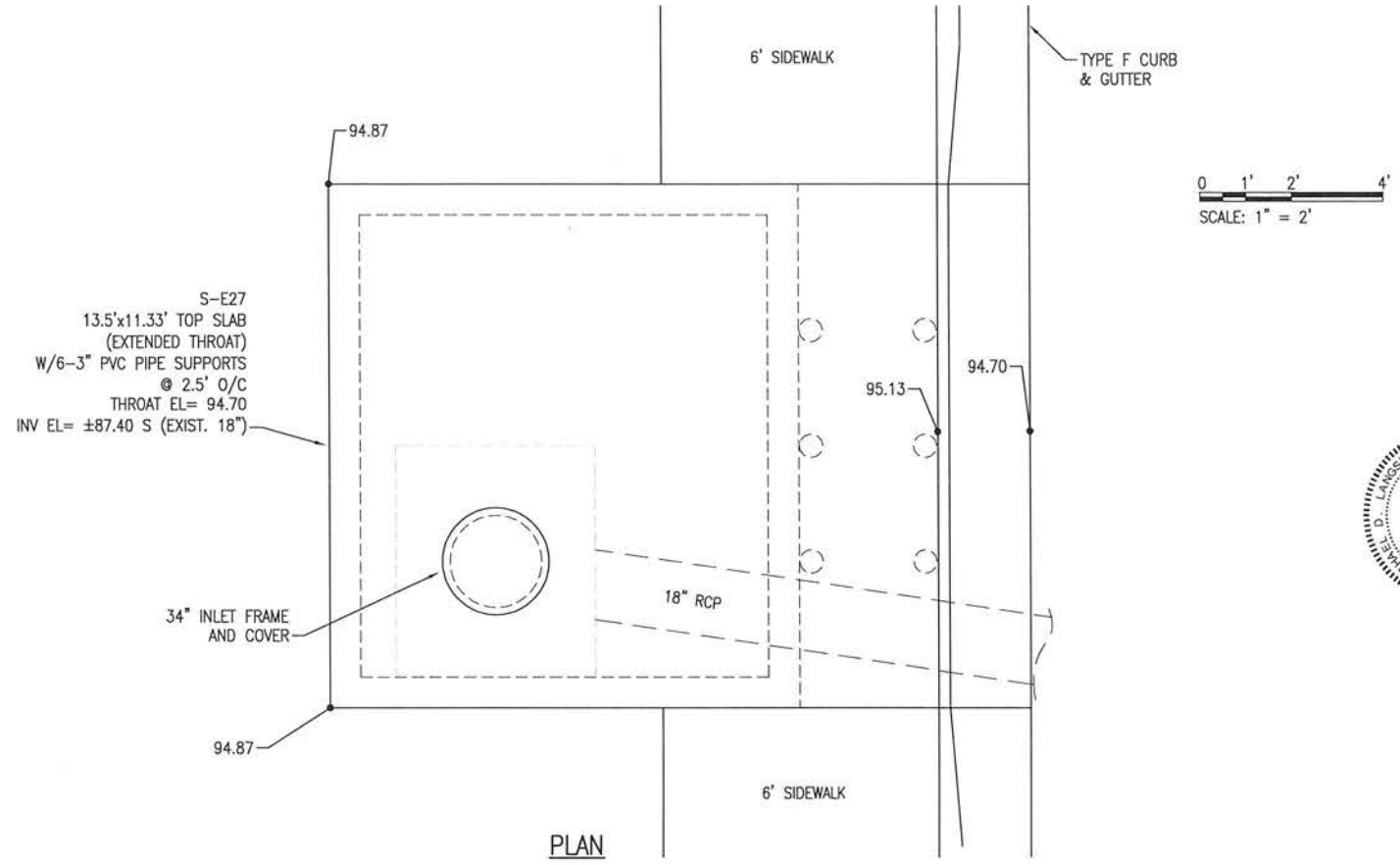
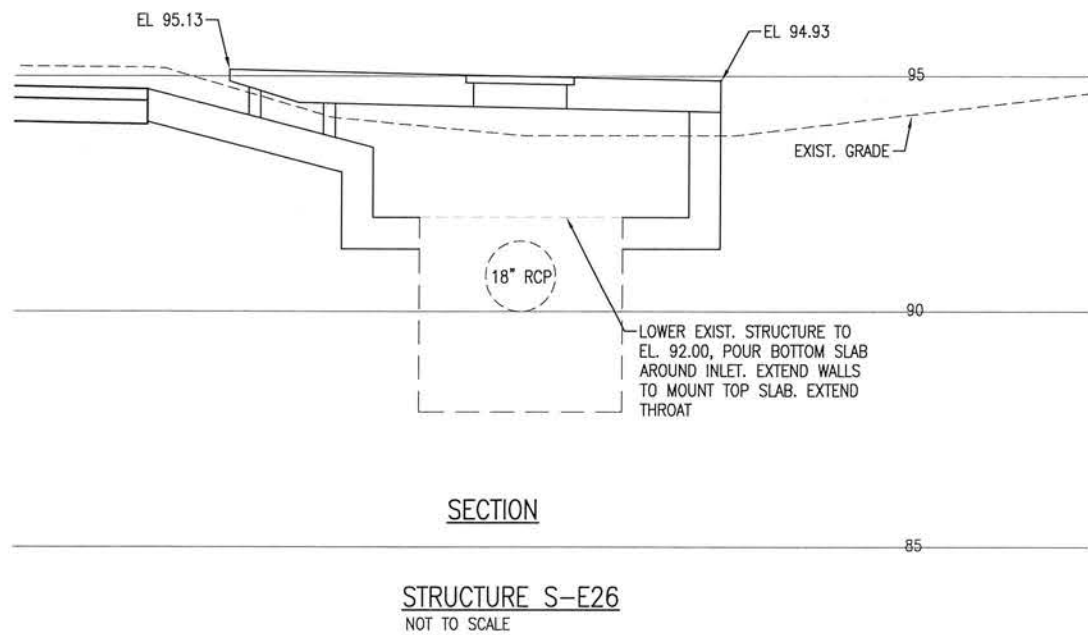
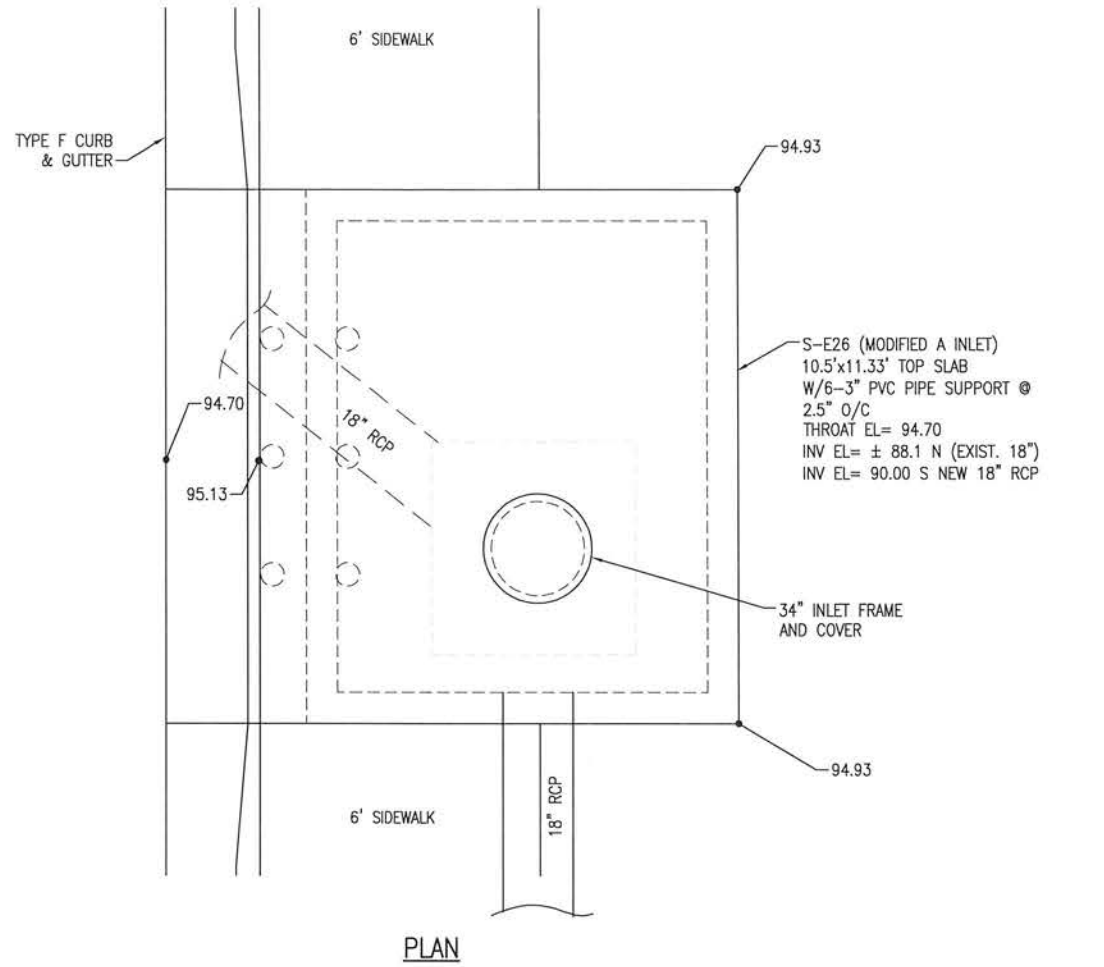
C-143

E:\DWG\243\24323.02\C-146 Structures.dwg, Jan 12, 2021 - 8:41:38AM, rgeiger



BASKERVILLE-DONOVAN, INC. Innovative Infrastructure Solutions 449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661 ENGINEERING BUSINESS: EB-00000340 Pensacola - Panama City Beach - Tallahassee - Mobile This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part, it is not to be used on any other project and is to be returned upon request.		BURGESS ROAD SIDEWALK DESIGN			
		PROJECT NO:	24323.02	NO.	DATE
		DESIGNED BY:		APPR.	
		DRAWN BY:		REVISION/ACTION	TAKEN
PROJ. MGR:	MOL	DATE:	JAN 2021	NOT RELEASED FOR CONSTRUCTION BY:	DATE:
STRUCTURE DETAILS					
C-144					

E:\DWG\243\24323.02\C-140-146 Structures.dwg, Jan 12, 2021 - 8:41:42AM, rgeiger



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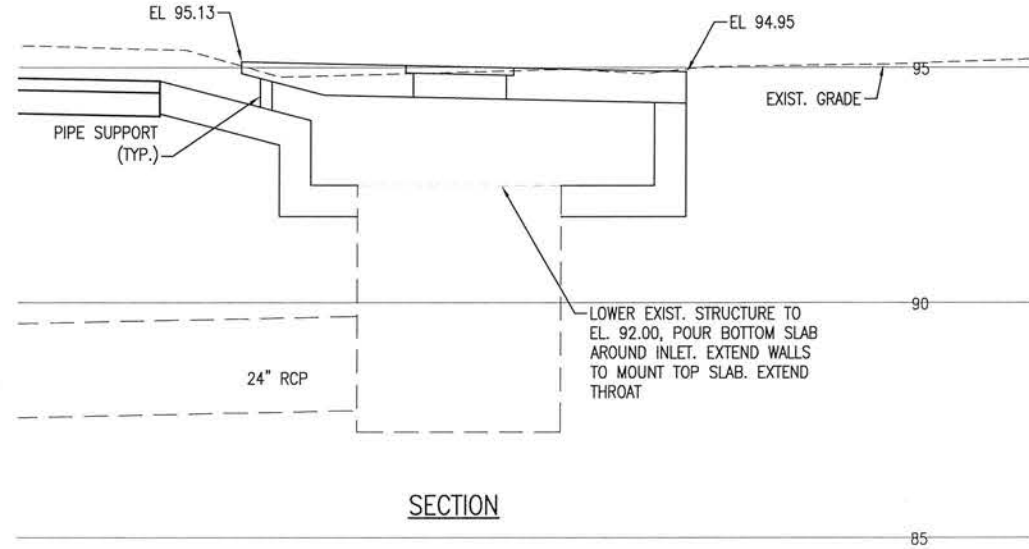
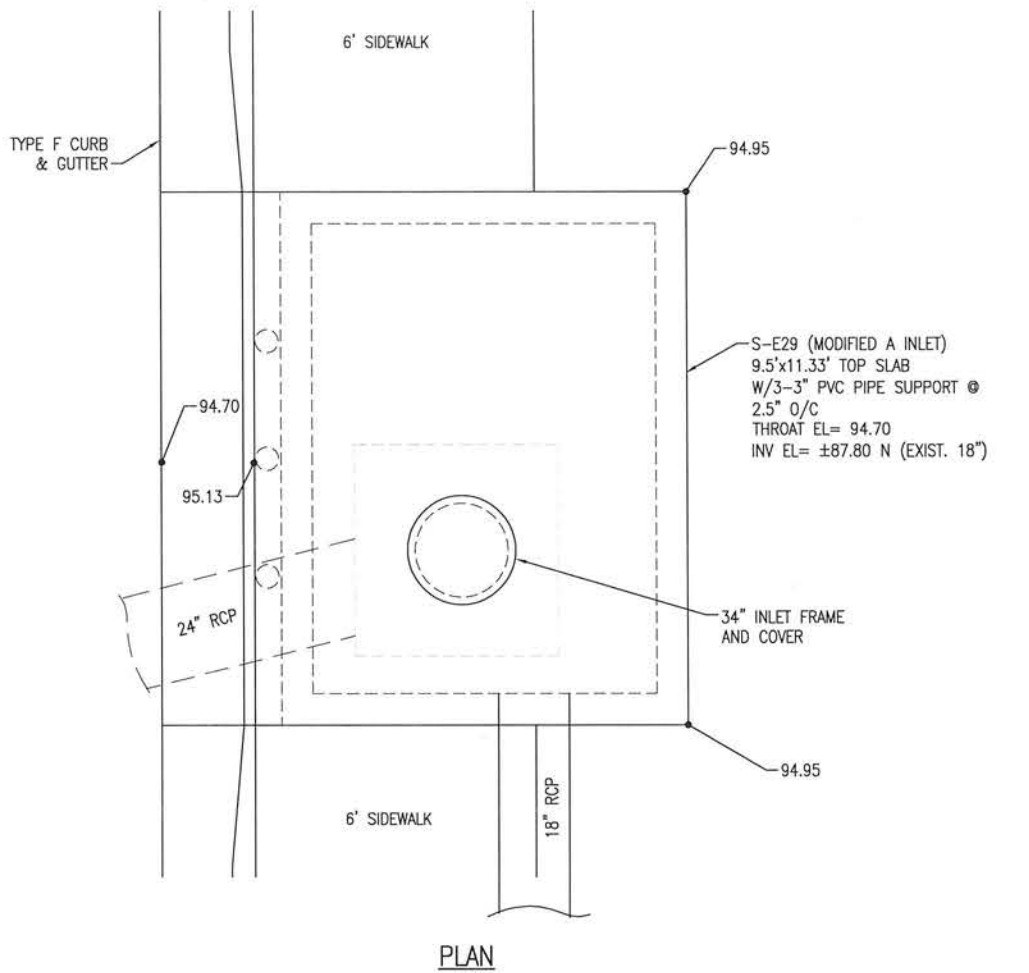
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	24323.02	NO.	DATE	APPR.	REVISION / ACTION TAKEN
DESIGNED BY:					
DRAWN BY:					
CHK'D BY:					
PROJ. MGR:	MDL				
DATE:	JAN 2021				

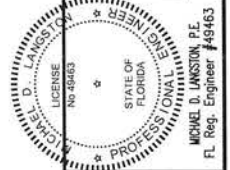
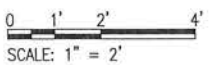
STRUCTURE DETAILS

C-145

E:\DWG\243\24323.02\C-140-146 Structures.dwg, Jan 12, 2021 - 8:41:44AM, rgeiger



STRUCTURE S-E29
NOT TO SCALE



BASKERVILLE-DONOVAN, INC.
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BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO:	NO.	DATE	APPR.	REVISION / ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

STRUCTURE DETAILS

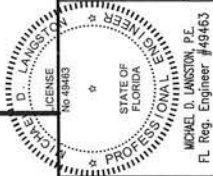
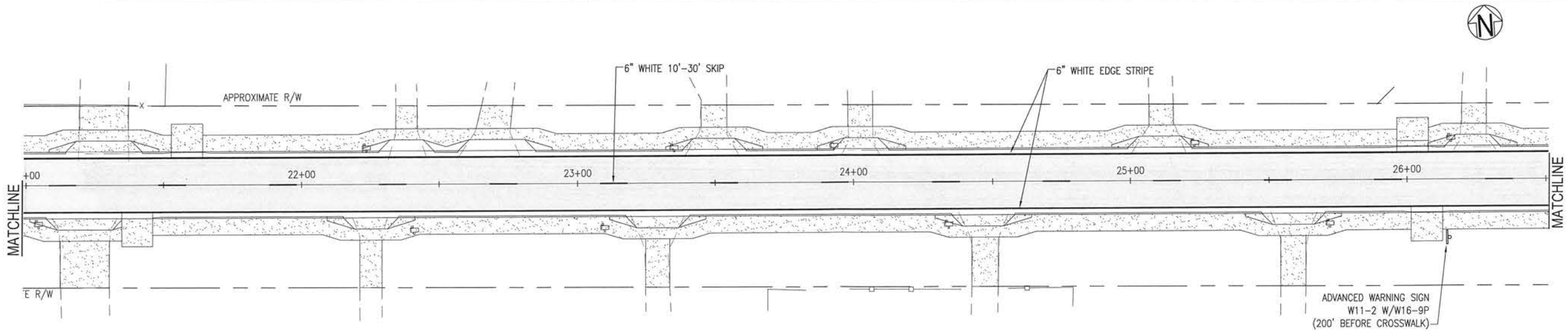
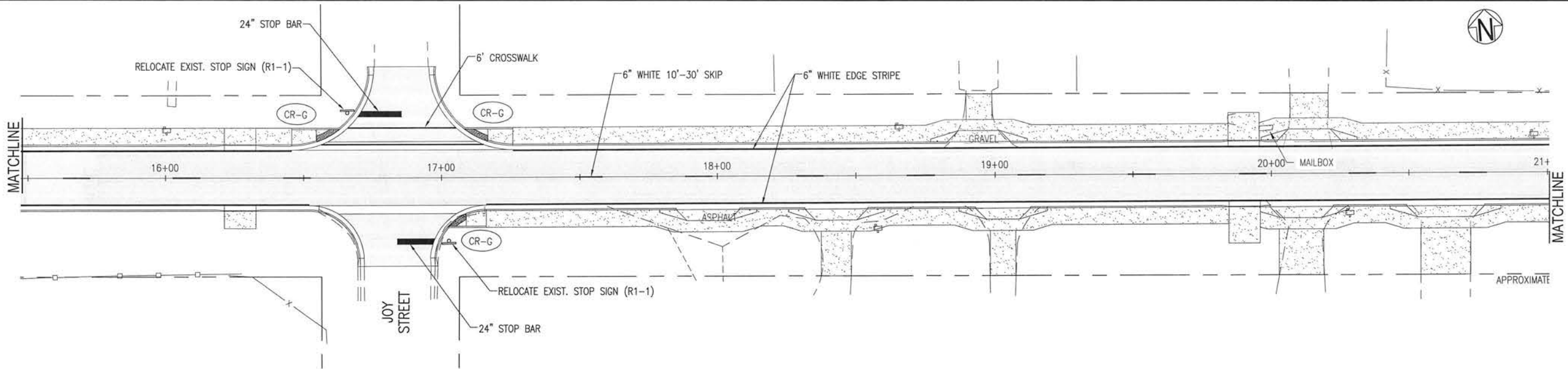
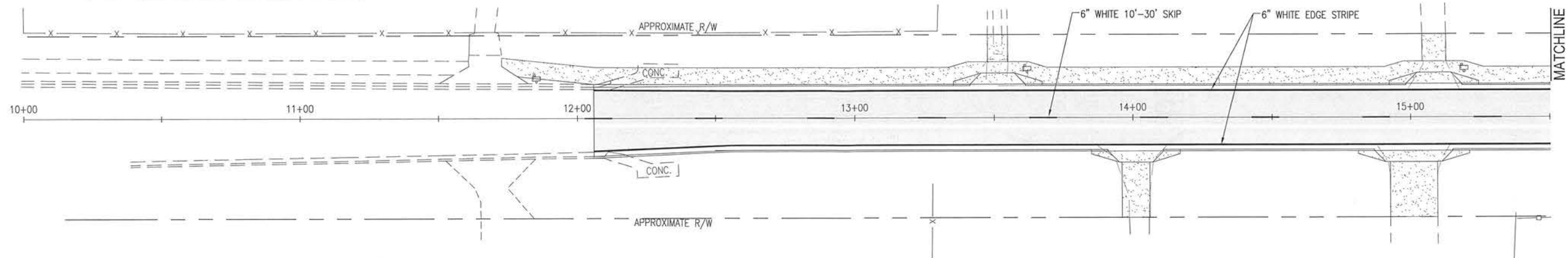
C-146

E:\DWG\243\24323.02\C-150-152 Signage.dwg, Jan 12, 2021 - 8:41:52AM, rgeiger

NOTE:
SEE UTILITY RELOCATION SHEETS FOR MAILBOX RELOCATIONS.



0 10' 20'
SCALE: 1" = 20'



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-6661
ENGINEERING BUSINESS EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

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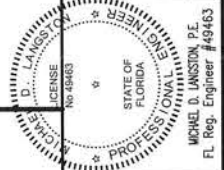
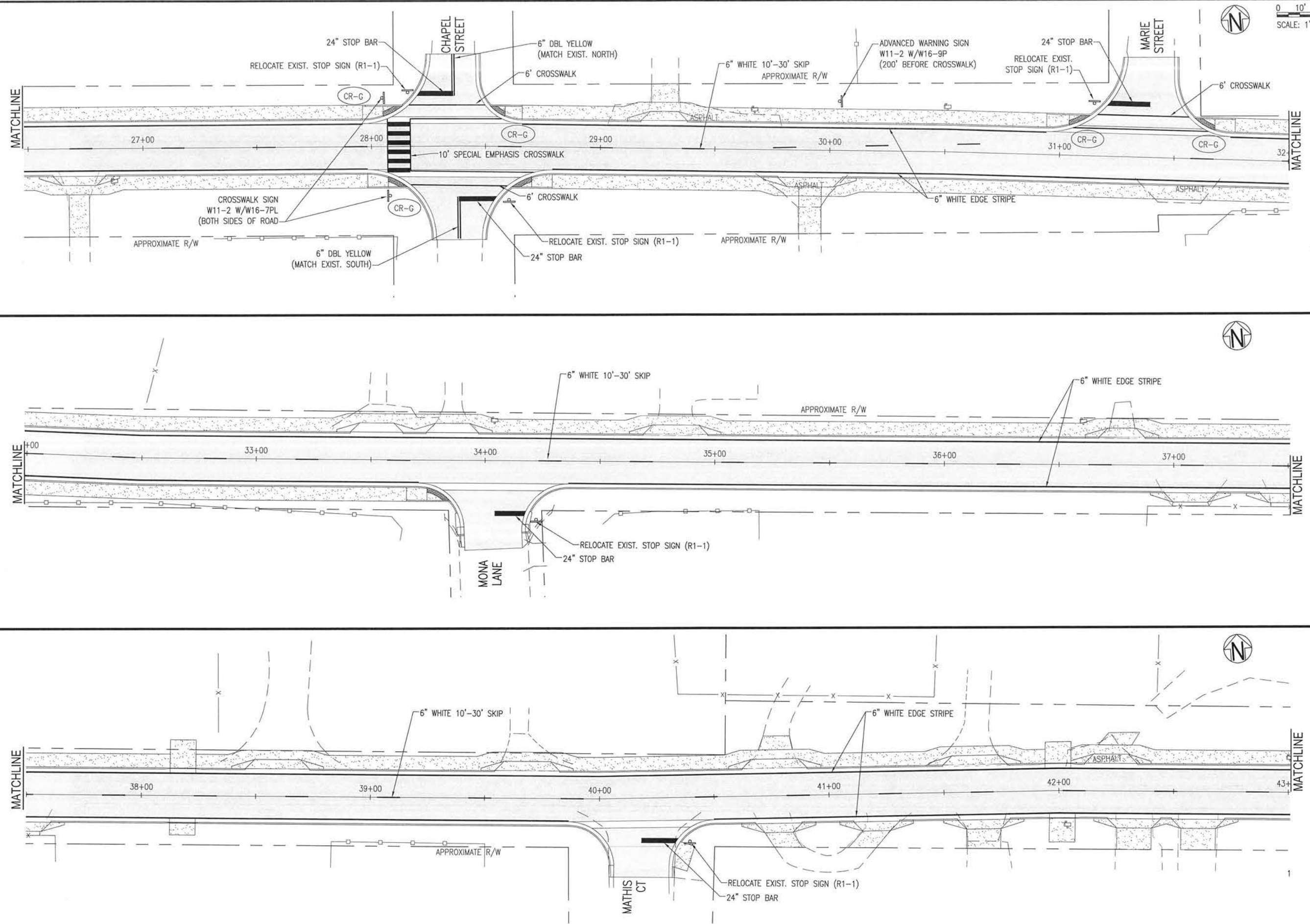
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MBL				
DATE: JAN 2021				
NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____				

SIGNAGE AND
STRIPING PLAN

C-150

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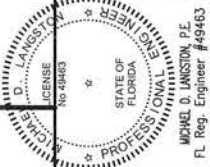
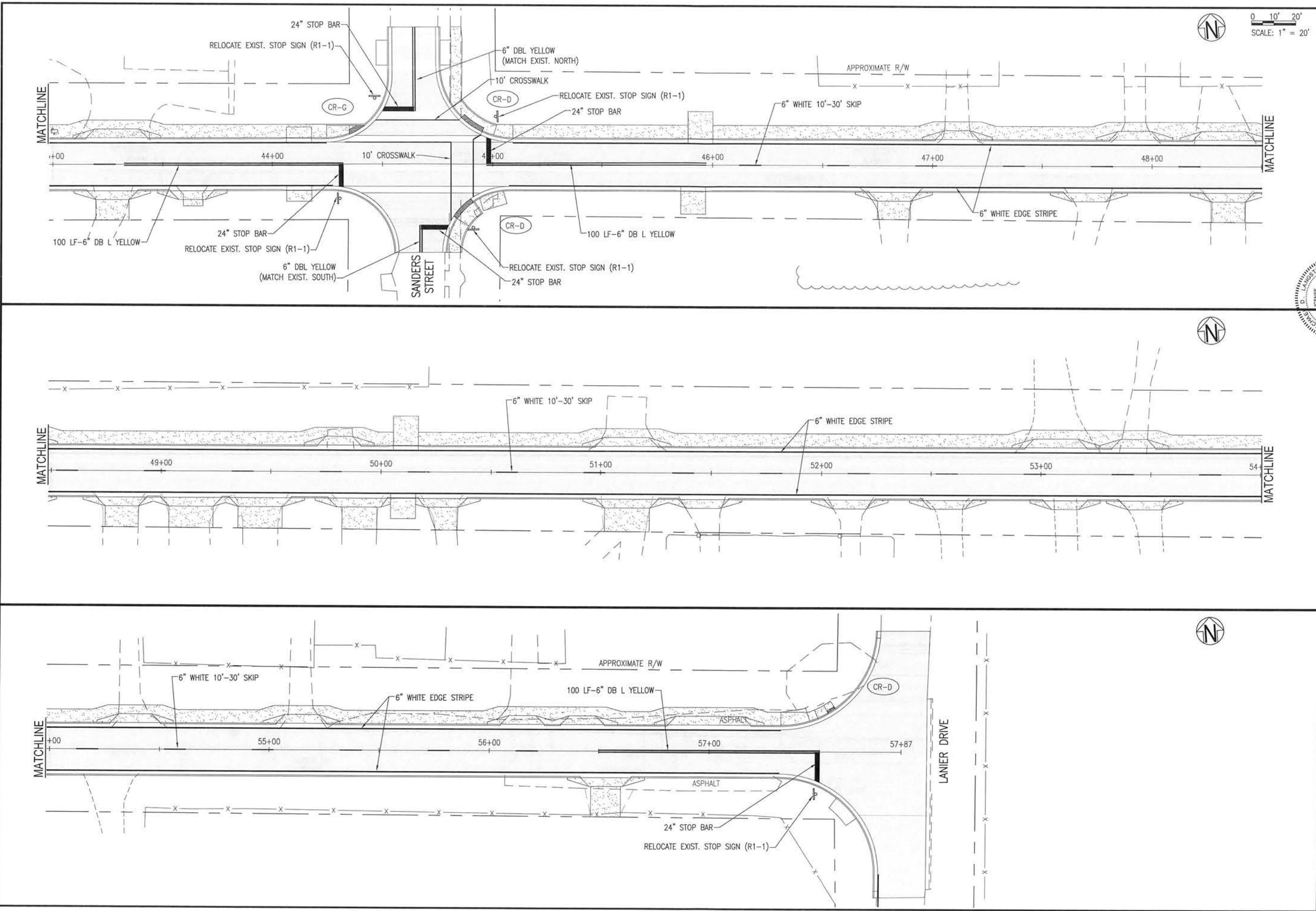
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

SIGNAGE AND STRIPING PLAN
C-151

BASKERVILLE-DONOVAN, INC.
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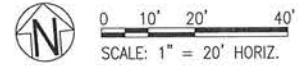
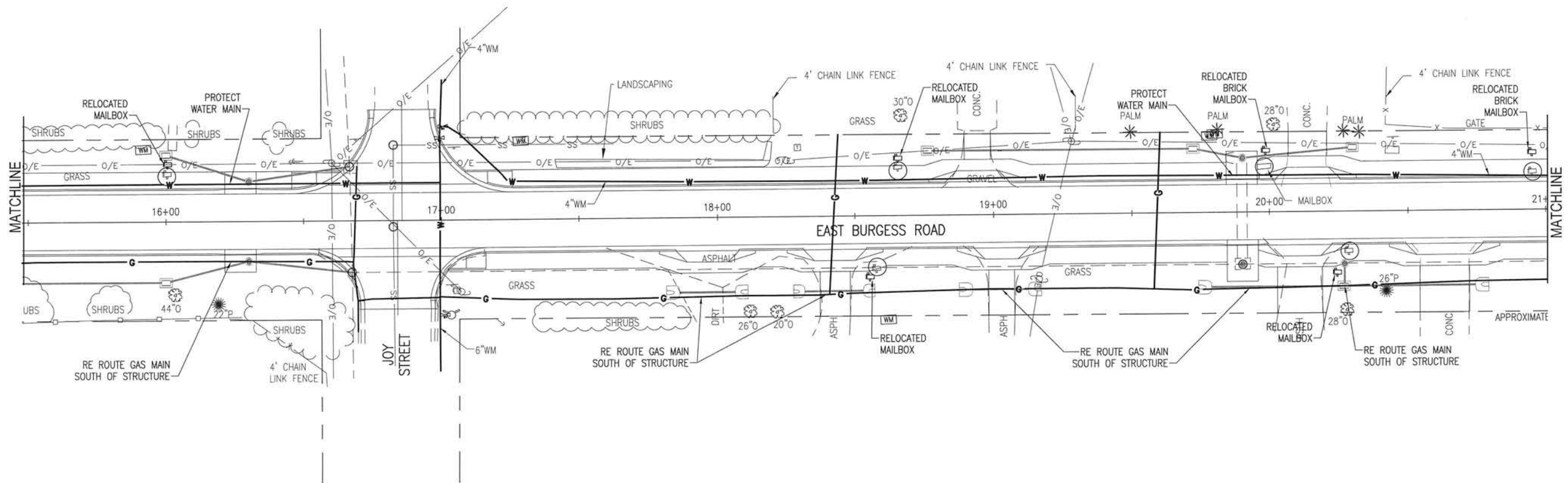
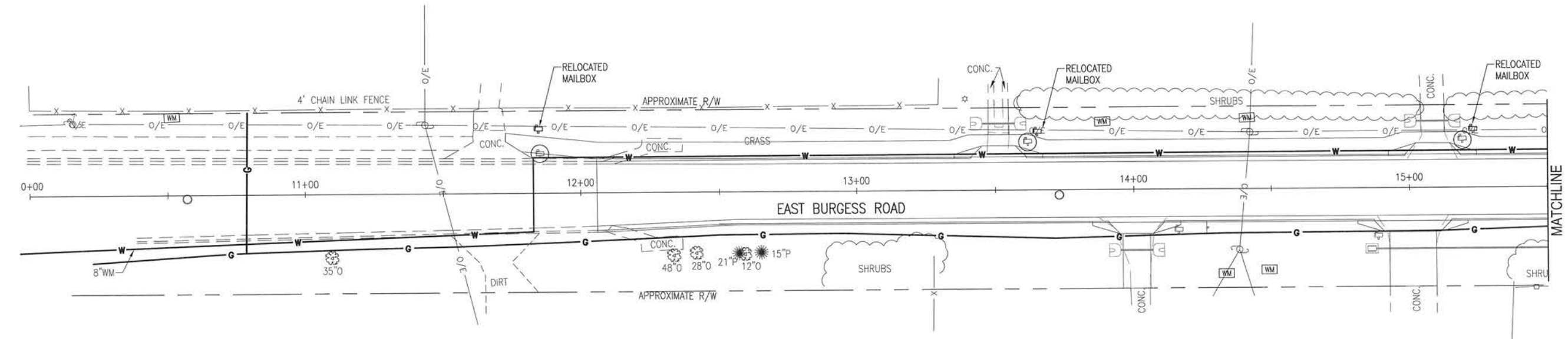
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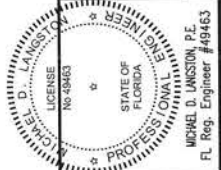
BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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<div>C-152</div> <div>SIGNAGE AND STRIPING PLAN</div>	PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	DESIGNED BY:					
	DRAWN BY:	RGG				
	CHK'D BY:					
	PROJ. MGR:	MDL				
	DATE:	JAN 2021				
	NOT RELEASED FOR CONSTRUCTION BY _____ DATE ____/____/____					
	BURGESS ROAD SIDEWALK DESIGN					

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BASKERVILLE-DONOVAN, INC.
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ENGINEERING BUSINESS: EB-0000340
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**BURGESS ROAD
SIDEWALK DESIGN**

NO.	DATE	APPR.	REVISION/ACTION TAKEN

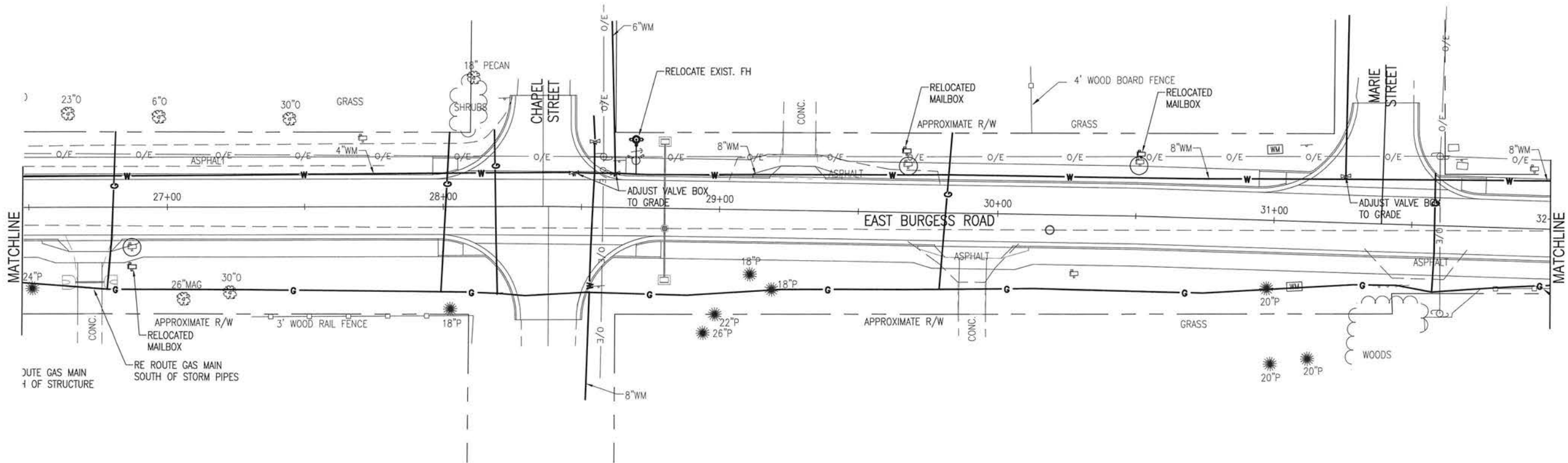
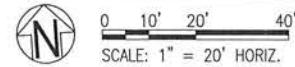
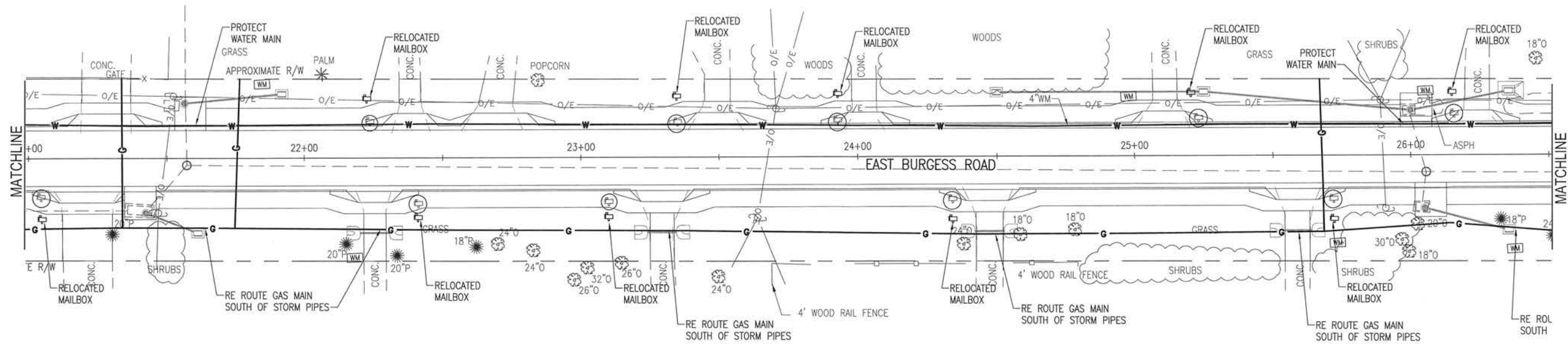
PROJECT NO:	24323.02
DESIGNED BY:	RG
DRAWN BY:	RG
CHK'D BY:	
PROJ. MGR:	MDL
DATE:	JAN 2021

NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____

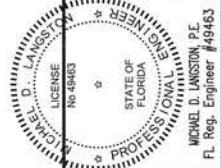
**UTILITY
RELOCATION**

C-200

E:\DWG\24\24323.02\24323.02-204 Util Relocate.dwg, Jan 12, 2021 - 8:42:15AM, rgeiger



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-8861
ENGINEERING BUSINESS: EB-000346
Pensacola - Panama City Beach - Tallahassee - Mobile
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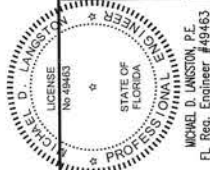
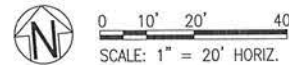
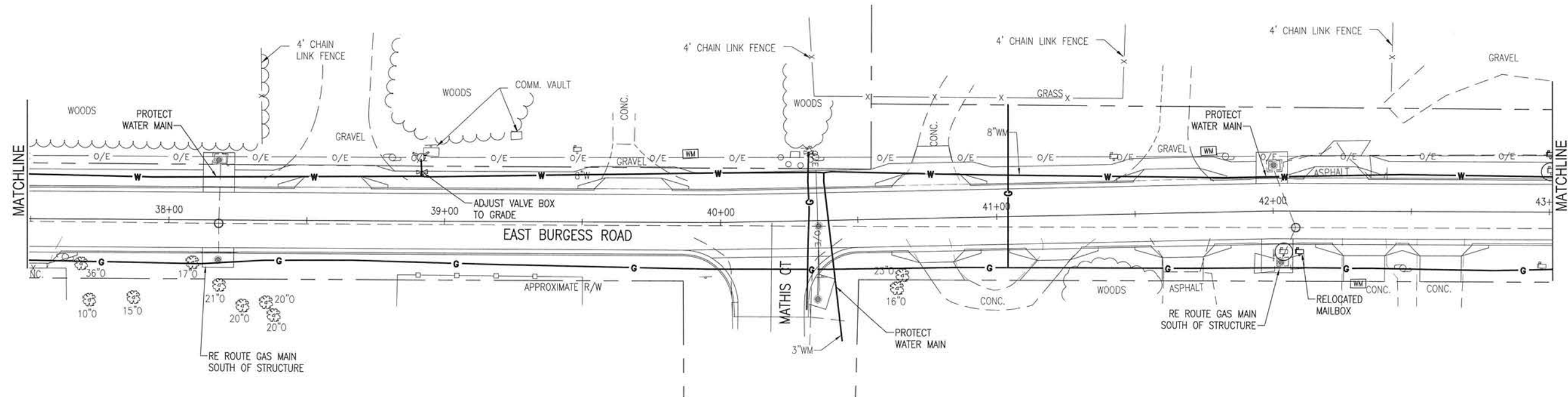
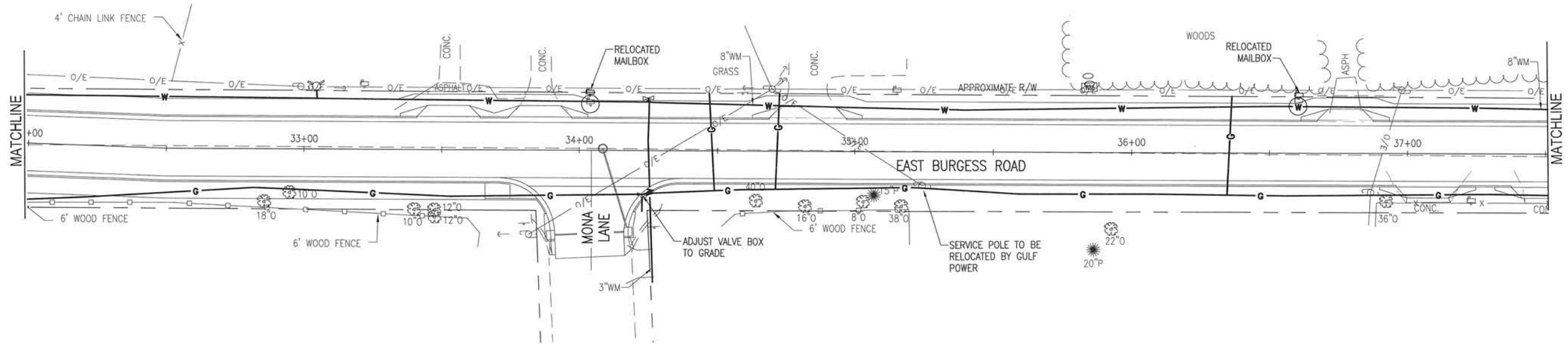
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02			
DESIGNED BY:			
DRAWN BY: RGG			
CHK'D BY:			
PROJ. MGR: MDL			
DATE: JAN 2021			

UTILITY
RELOCATION

C-201

E:\DWG\243\24323.02\G-200-204 Util Relocate.dwg, Jan 12, 2021 - 8:42:19AM, rgeiger



BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	REVISION / ACTION TAKEN
24323.02	
DESIGNED BY: RGG	
DRAWN BY: RGG	
CHK'D BY:	
PROJ. MGR: MDL	
DATE: JAN 2021	

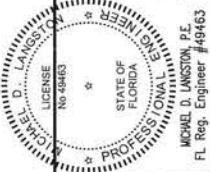
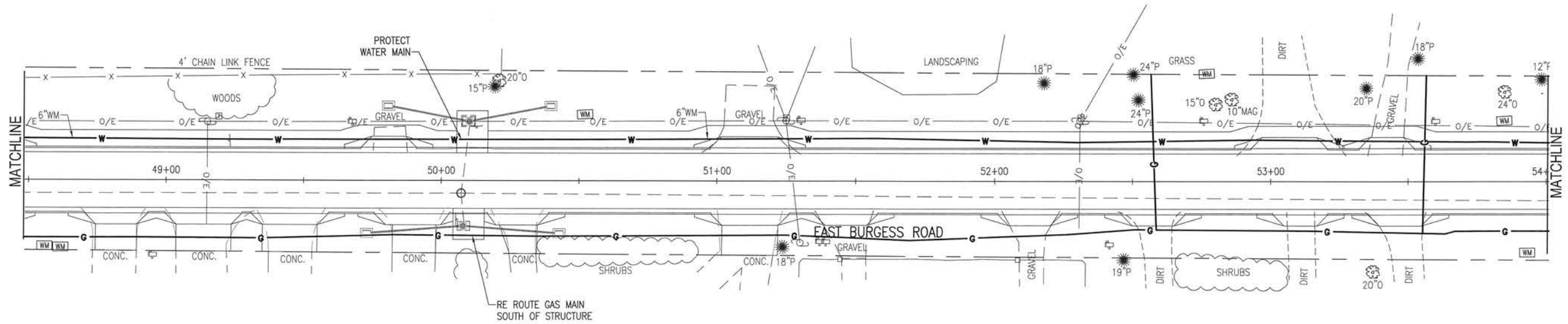
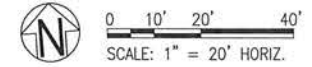
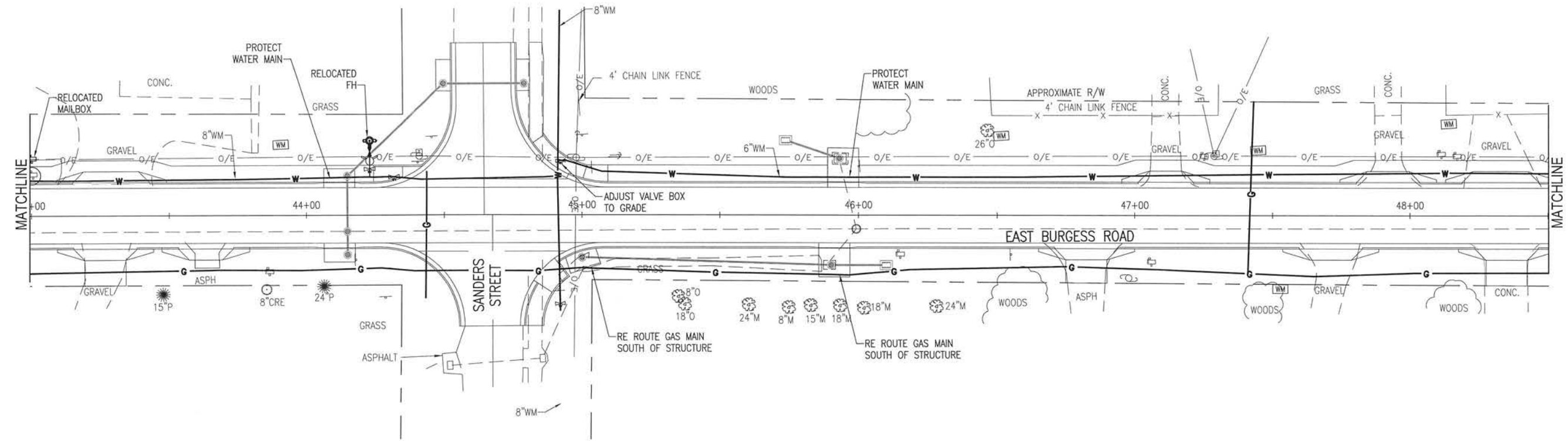
UTILITY
RELOCATION

C-202

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9651
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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E:\DWG\243\24323.02\C-200-204 Util Relocate.dwg, Jan 12, 2021 - 8:42:24AM, rgeiger



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9601
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

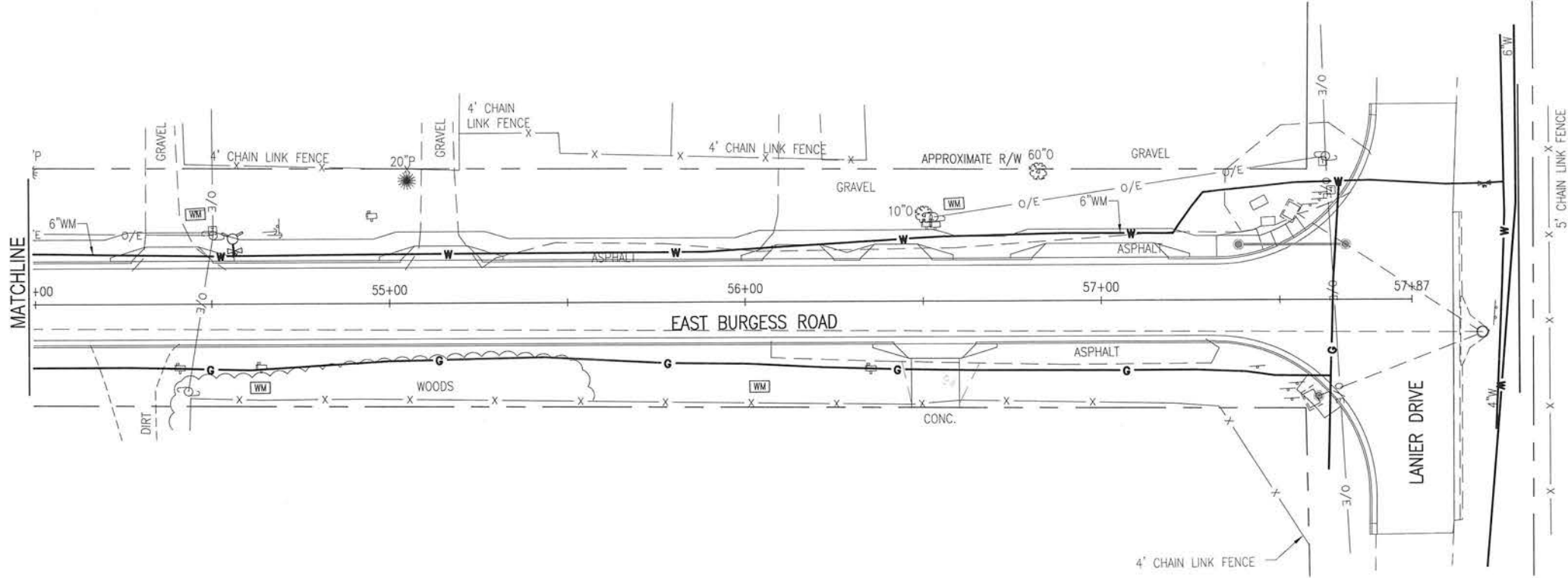
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**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	DESIGNED BY:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02	RG				
DRAWN BY:	RG				
CHECKED BY:					
PROJ. MGR:	MDL				
DATE:	JAN 2021				

**UTILITY
RELOCATION**

C-203

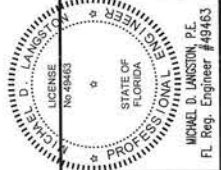


C-204

UTILITY
RELOCATION

PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
DESIGNED BY:	RG				
DRAWN BY:	RG				
CHK'D BY:					
PROJ. MGR:	MOL				
DATE:	JAN 2021				

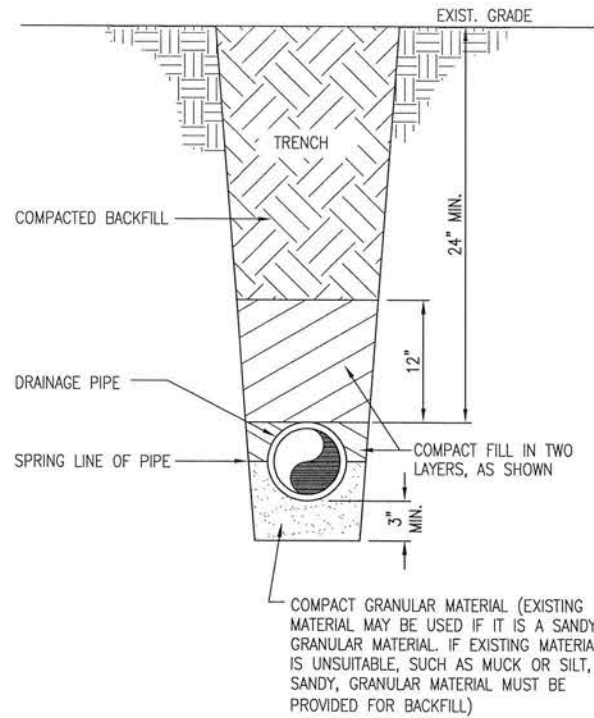
BURGESS ROAD
SIDEWALK DESIGN



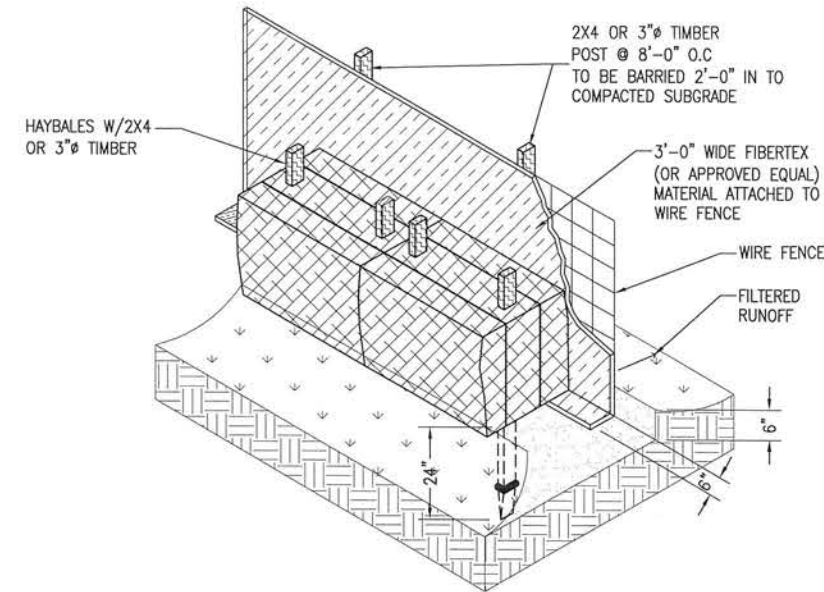
**BASKERVILLE-DONOVAN, INC.**
Innovative Infrastructure Solutions

449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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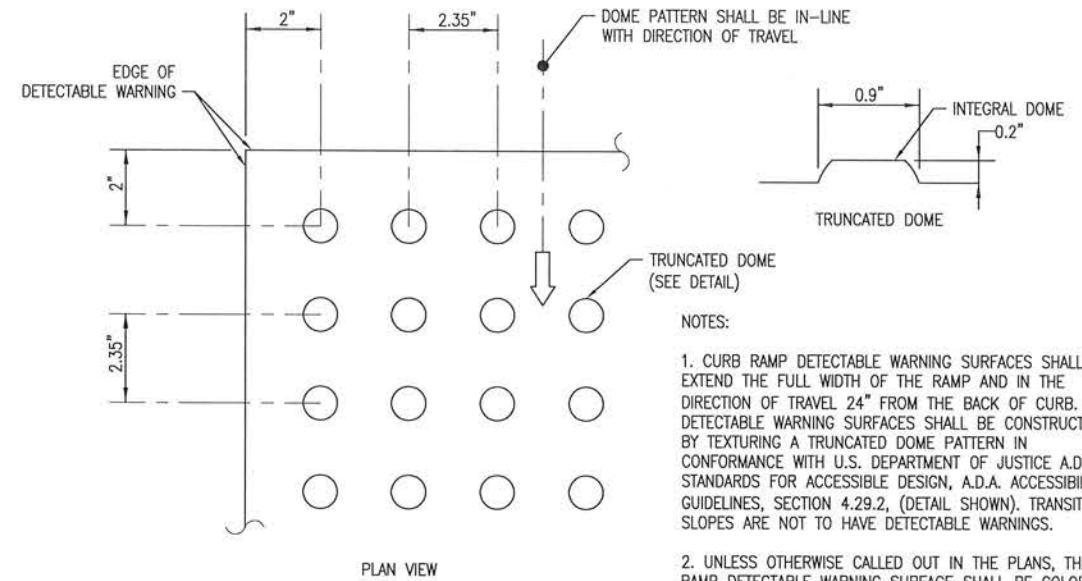


TYPICAL PIPE BEDDING
NOT TO SCALE



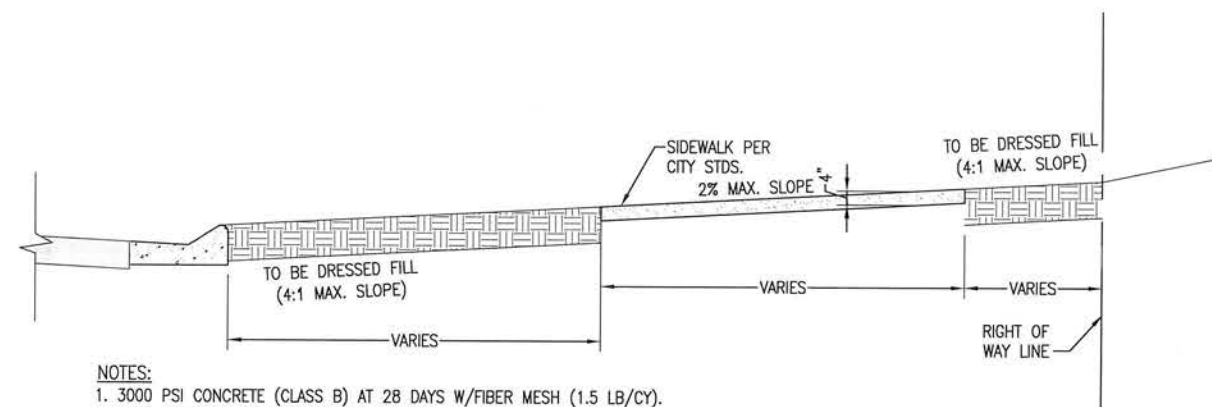
NOTE: AT THE COMPLETION OF THE PROJECT AND AFTER SOIL STABILIZATION AND VEGETATIVE GROWTH HAVE BEEN ASSURED, THE SILT FENCE MUST BE COMPLETELY REMOVED AND THE EMBEDMENT TRENCH RESTORED TO A NATURAL CONDITION.

EROSION CONTROL DETAIL
NOT TO SCALE



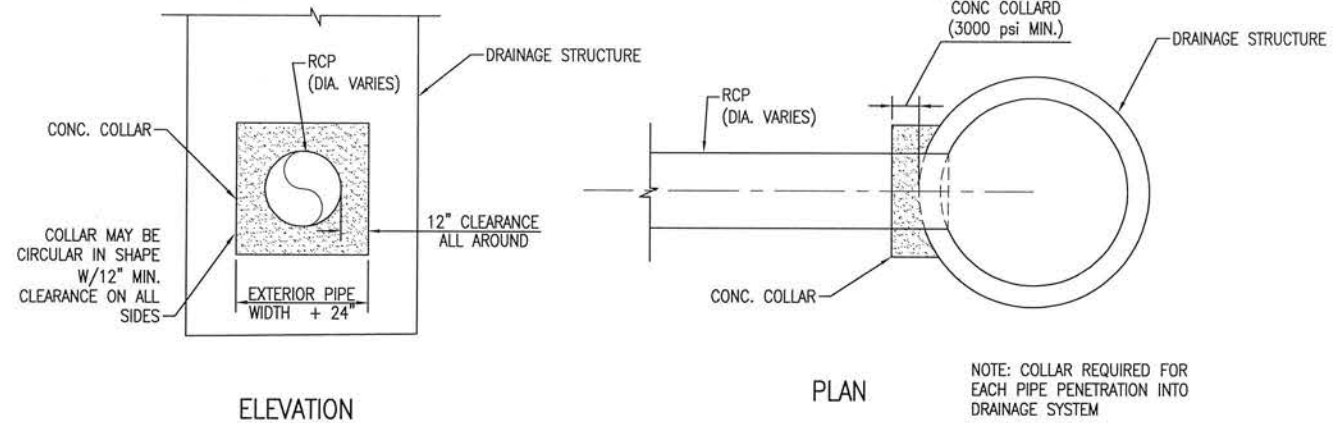
- NOTES:
1. CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING A TRUNCATED DOME PATTERN IN CONFORMANCE WITH U.S. DEPARTMENT OF JUSTICE A.D.A. STANDARDS FOR ACCESSIBLE DESIGN, A.D.A. ACCESSIBILITY GUIDELINES, SECTION 4.29.2, (DETAIL SHOWN). TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS.
 2. UNLESS OTHERWISE CALLED OUT IN THE PLANS, THE RAMP DETECTABLE WARNING SURFACE SHALL BE COLORED IN ACCORDANCE WITH SECTION 351 OF THE STANDARD SPECIFICATIONS.

CURB RAMP DETECTABLE WARNING
NOT TO SCALE



- NOTES:
1. 3000 PSI CONCRETE (CLASS B) AT 28 DAYS W/FIBER MESH (1.5 LB/CY).
 2. 1/2" DEEP DUMMY JOINTS 6' ON CENTER.
 3. EXPANSION JOINTS 30' ON CENTER.
 4. EDGED WITH 1/2" RADIUS AND BROOM FINISH.
 5. ALL SLOPES SHALL BE NEATLY DRESSED TO TRUE LINE AND GRADE.

CITY STANDARD SIDEWALK SECTION
SCALE: N.T.S.



CONCRETE COLLAR DETAIL
NOT TO SCALE

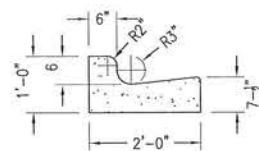
BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850)439-9861
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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STATE OF FLORIDA
LICENSED PROFESSIONAL ENGINEER
No. 49463
MICHAEL D. LAMKSTON, P.E.
FL Reg. Engineer #49463

**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: MDL				
DRAWN BY: RGG				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JAN 2021				

DETAILS



1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 60' ON CENTER. TYPICAL FOR ALL CURB.
3. CONCRETE TO BE 3,000 PSI @28 DAYS W/FIBER MESH

COVER PATTERN TO INCLUDE WORDS
"STORM SEWER"

PLAN VIEW

(3) 3" DIA. PVC PIPE SUPPORTS
W/ NO. 4-FILL WITH CONC.

THROAT ELEVATION

NOTE:
ALL CONCRETE TO BE 4000 P.S.I.
CONTRACTOR MAY USE F.D.O.T. TYPE
"J" OR "P" STRUCTURE BOTTOMS,
WITH CAST IN PLACE INLET TOPS.

(3) 3" DIA. PVC
PIPE SUPPORTS

5'-0" MODIFIED A INLET

34" INLET FRAME
AND COVER

10'-0"

#4 REBAR

6'-0"

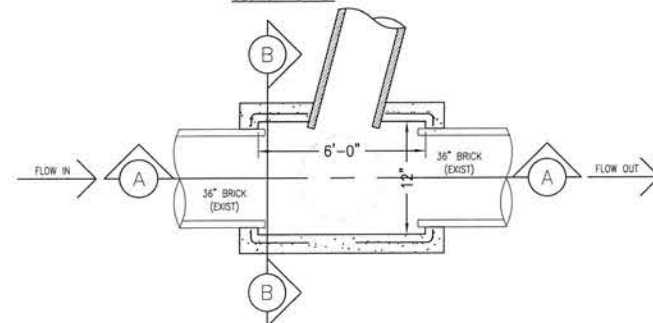
1 6

36" BRICK
(EXIST)

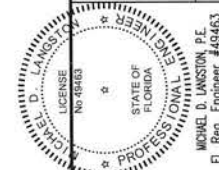
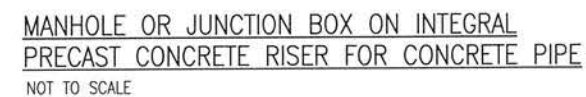
36" BRICK
(EXIST)

SECTION 'A'-A'

NOTE:
TOP & THROAT
TO BE CAST IN
PLACE CONCRETE



To Be Paid For At The
Contract Unit Price For
Cost To Be Included
In Cost Of Pipe Junction Boxes, Ea.
12" Max. Depth

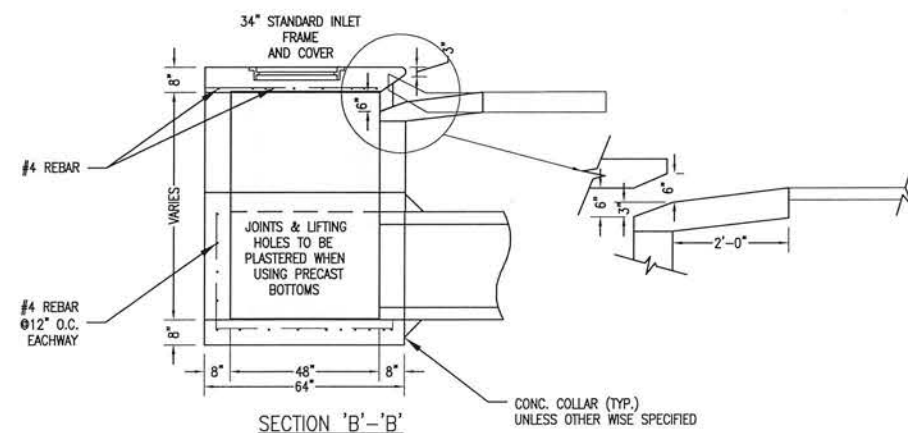
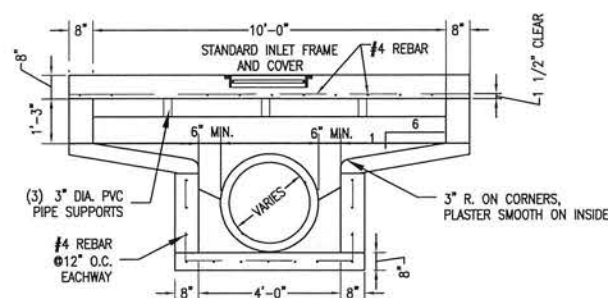
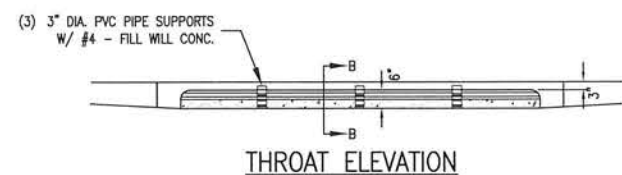
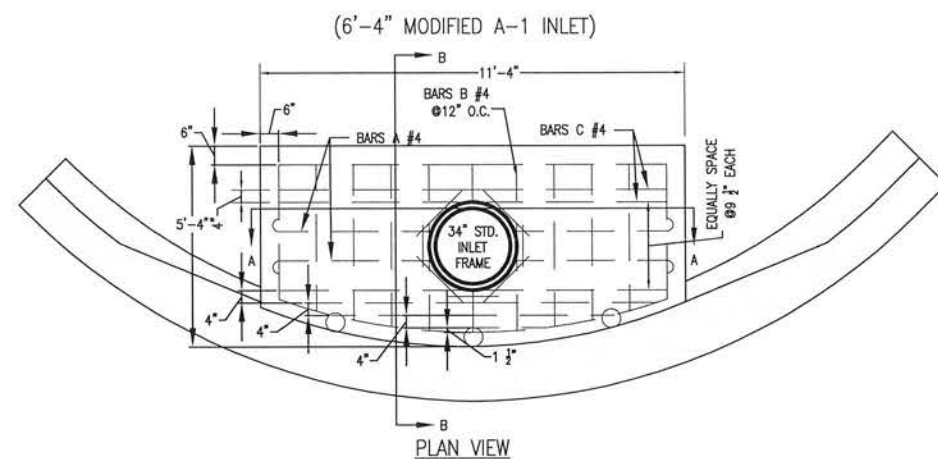
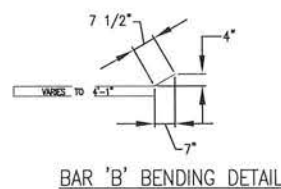
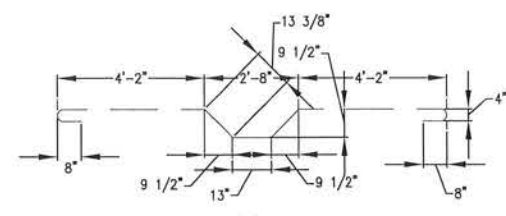


BURGESS ROAD
SIDEWALK DESIGN

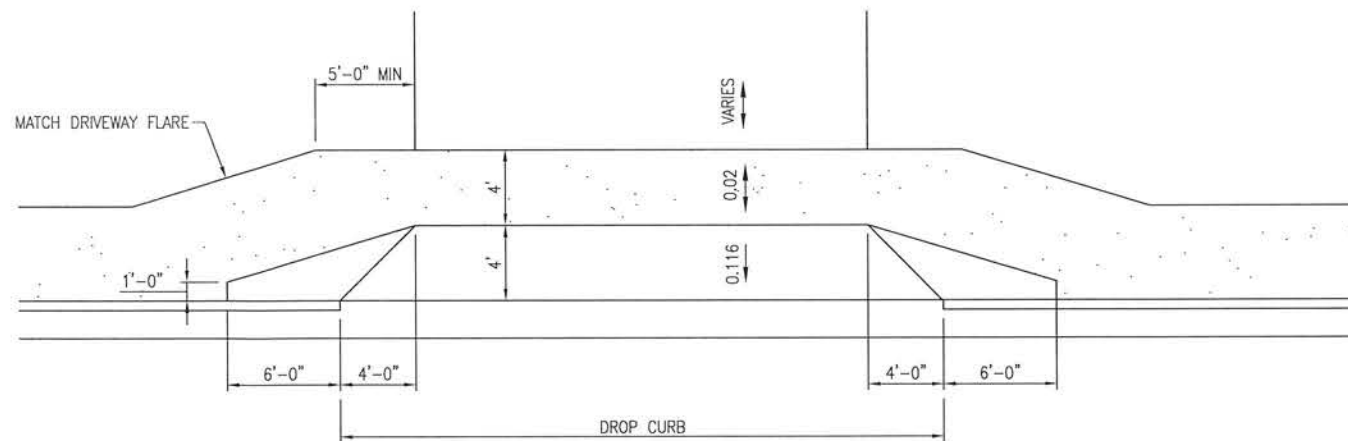
PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: MDL				
DRAWN BY: RGS				
CHK'D BY: MDL				
PROJ. MGR: MDL				

DETAILS

C-901



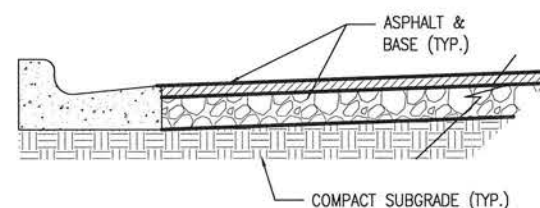
TYPE "A-1" DROP INLET
NOT TO SCALE



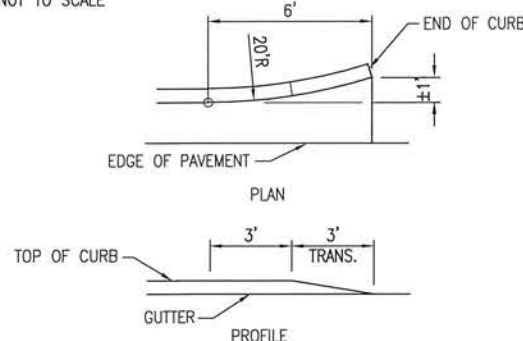
FDOT FLARED DRIVEWAY TURNOUT WITH SIDEWALK
NOT TO SCALE

NOTE:

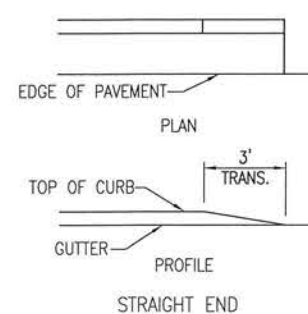
1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 60' ON CENTER. TYPICAL FOR ALL CURB.
3. CONCRETE TO BE 3,000 PSI @28 DAYS W/FIBER MESH



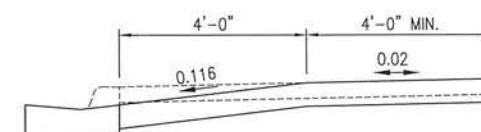
TYPICAL SECTION FOR ROAD RECONSTRUCTION
STATION 30+50 TO STATION 42+00
NOT TO SCALE



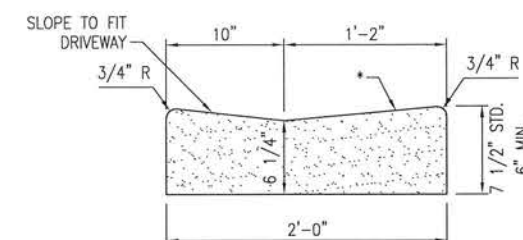
CURB & GUTTER ENDING
NOT TO SCALE



CURB & GUTTER ENDING
NOT TO SCALE

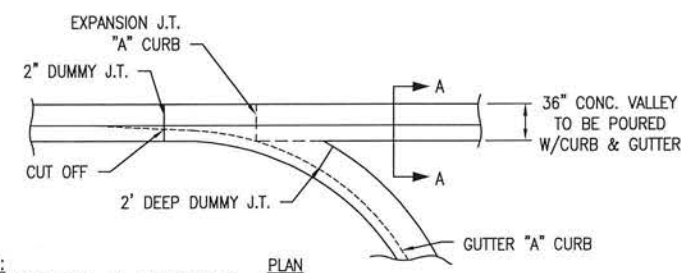


FDOT DRIVEWAY SECTION A-2
NOT TO SCALE

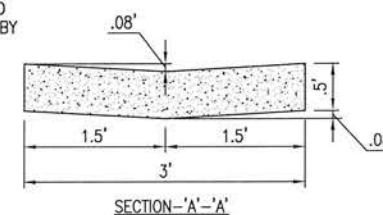


* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

FDOT DROP CURB
NOT TO SCALE

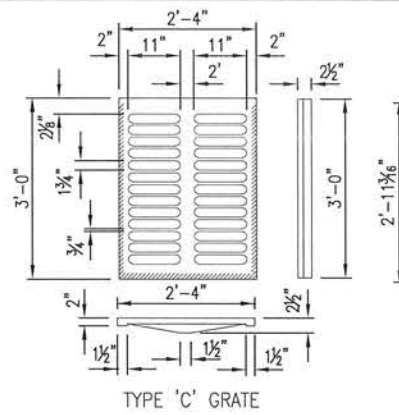


NOTE:
CONTRACTOR SHALL BE RESPONSIBLE
FOR WIPING OUT LIP OF CURB WHERE
IT IS REQUIRED FOR DRAINAGE, AND
AT SUCH LOCATIONS AS DIRECTED BY
THE CITY ENGINEER.

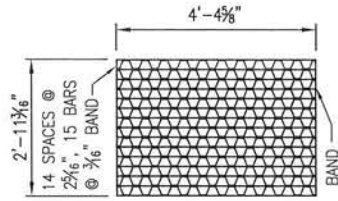


36" CONCRETE VALLEY GUTTER TRANSITION
NOT TO SCALE

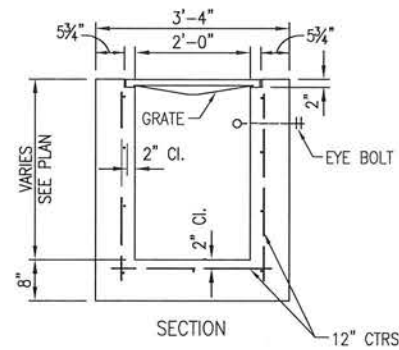
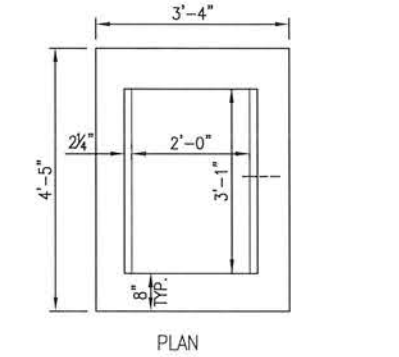
E:\DWG\243\24323.02\C-900-DH.dwg, Jan 12, 2021 - 8:42:36AM, rgaiser



TYPE C STEEL GRATE
STRAIGHT BARS 2"x 3/16"
RETICULINE BARS 1 1/4"x 3/16"
BANDS APPROX. 1 1/2" x 1/4"
WEIGHT 100 LBS.

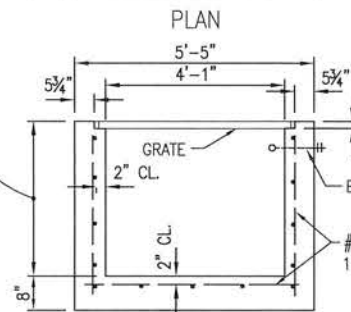
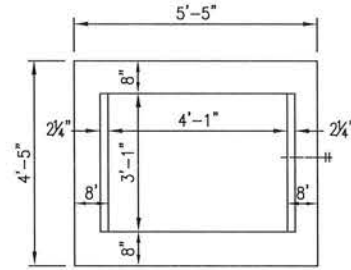


TYPE D
STRAIGHT BARS 2"x 3/16"
RETICULINE BARS 1 1/4"x 3/16"
BANDS APPROX. 1 1/2" x 1/4"
WEIGHT 180 LBS.



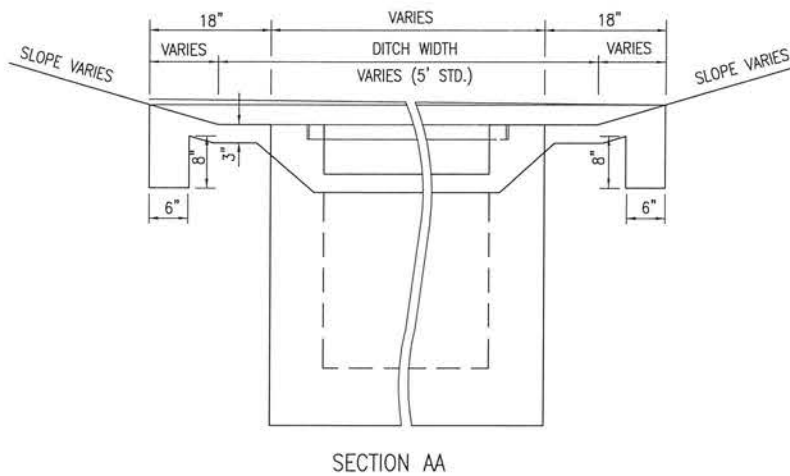
FDOT TYPE C INLET
NOT TO SCALE

VARIES - 15' MAX. SEE INDEX NO.
201, SH. 4 & 5 FOR REINF. MOD.
FOR DEPTHS 13' TO 15'

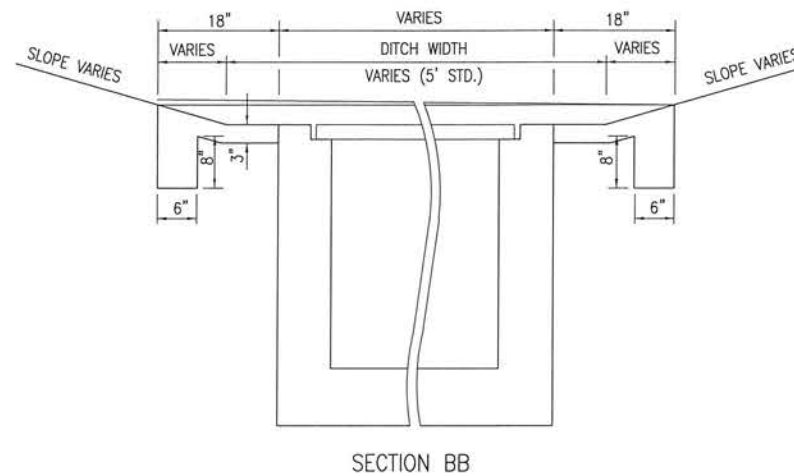


RECOMMENDED MAXIMUM PIPE SIZE:
3'-1" WALL-24" PIPE
4'-1" WALL-36" PIPE

FDOT TYPE D INLET
NOT TO SCALE

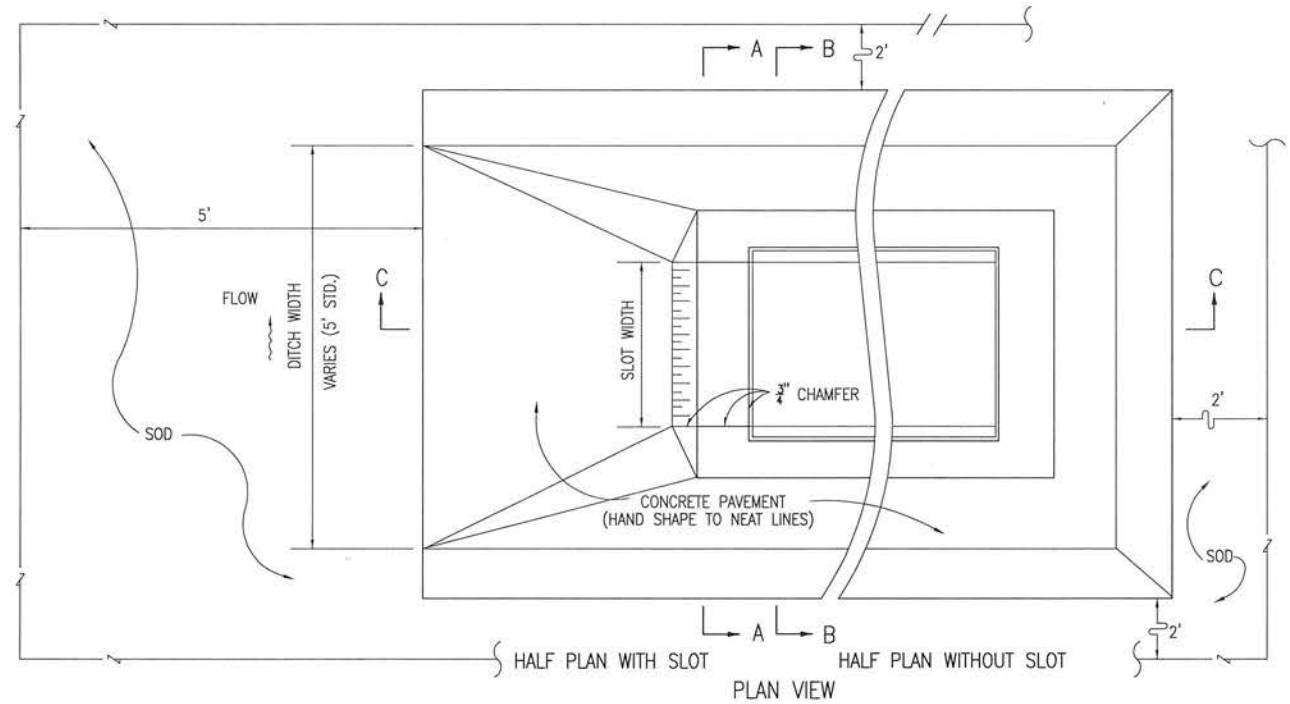


SECTION AA

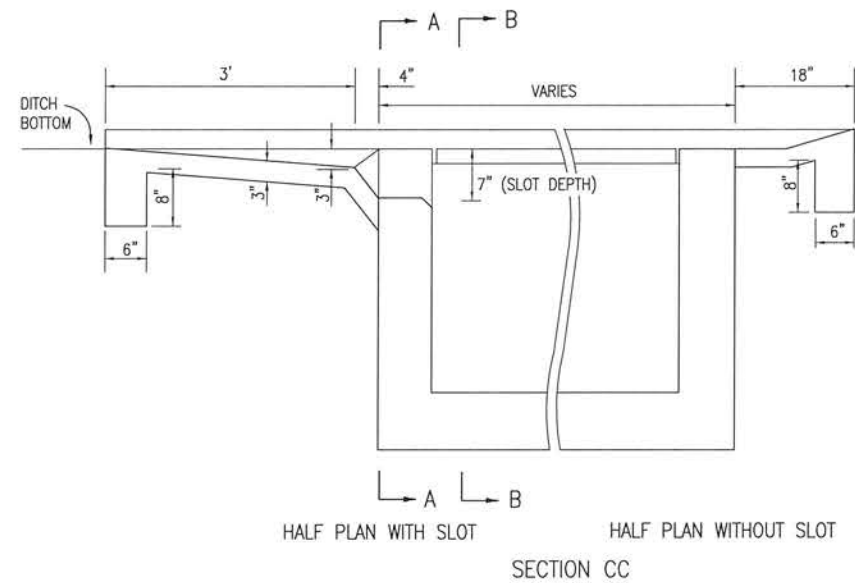


SECTION BB

INLET W/TRAVERSABLE SLOT
NOT TO SCALE

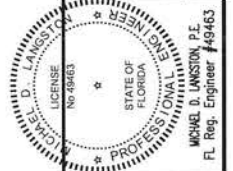


PLAN VIEW



SECTION CC

NOTICE: STEEL GRATES ARE REQUIRED ON INLETS WITH TRAVERSABLE SLOTS AND ON INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED.



BURGESS ROAD
SIDEWALK DESIGN

REVISION/ACTION TAKEN

APPR.

NO.

PROJECT NO:
24323.02

DESIGNED BY: MCL

DRAWN BY: RGG

CHK'D BY: MCL

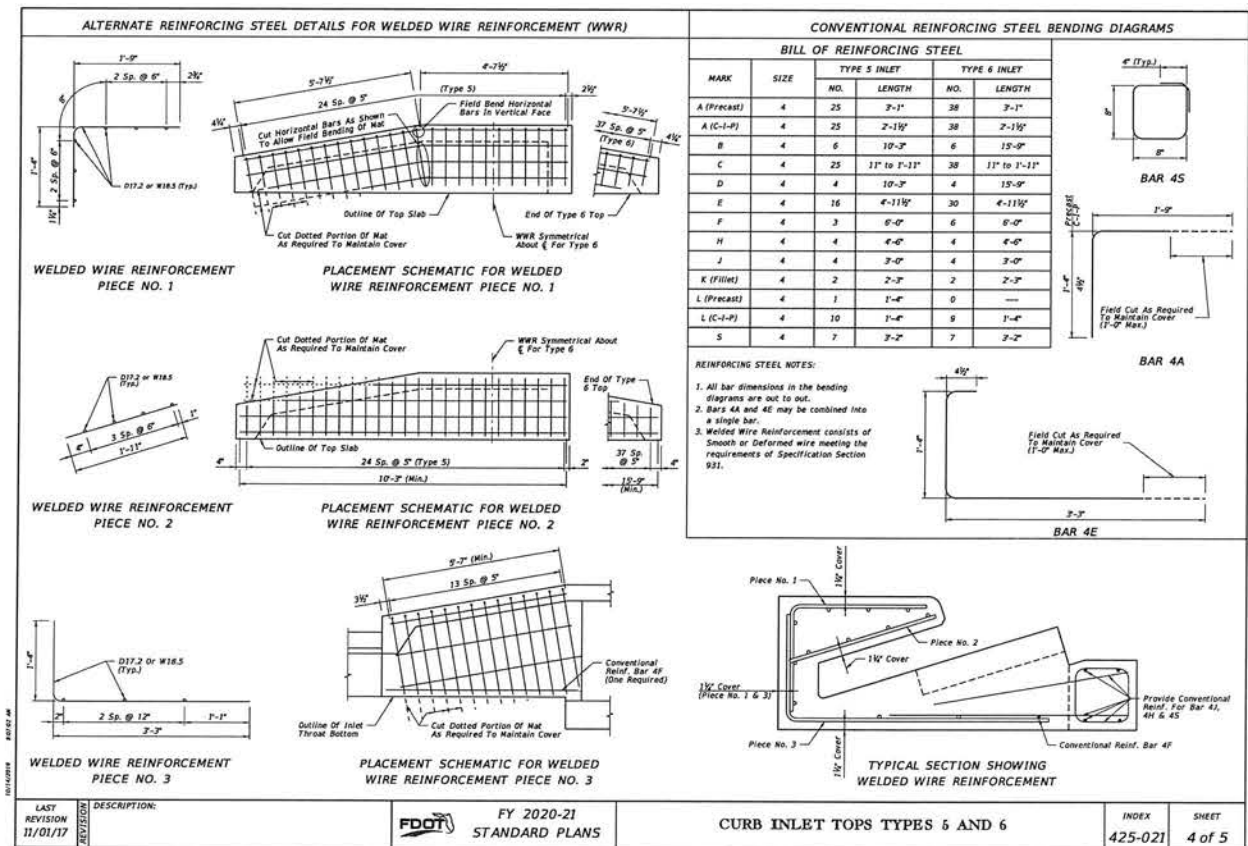
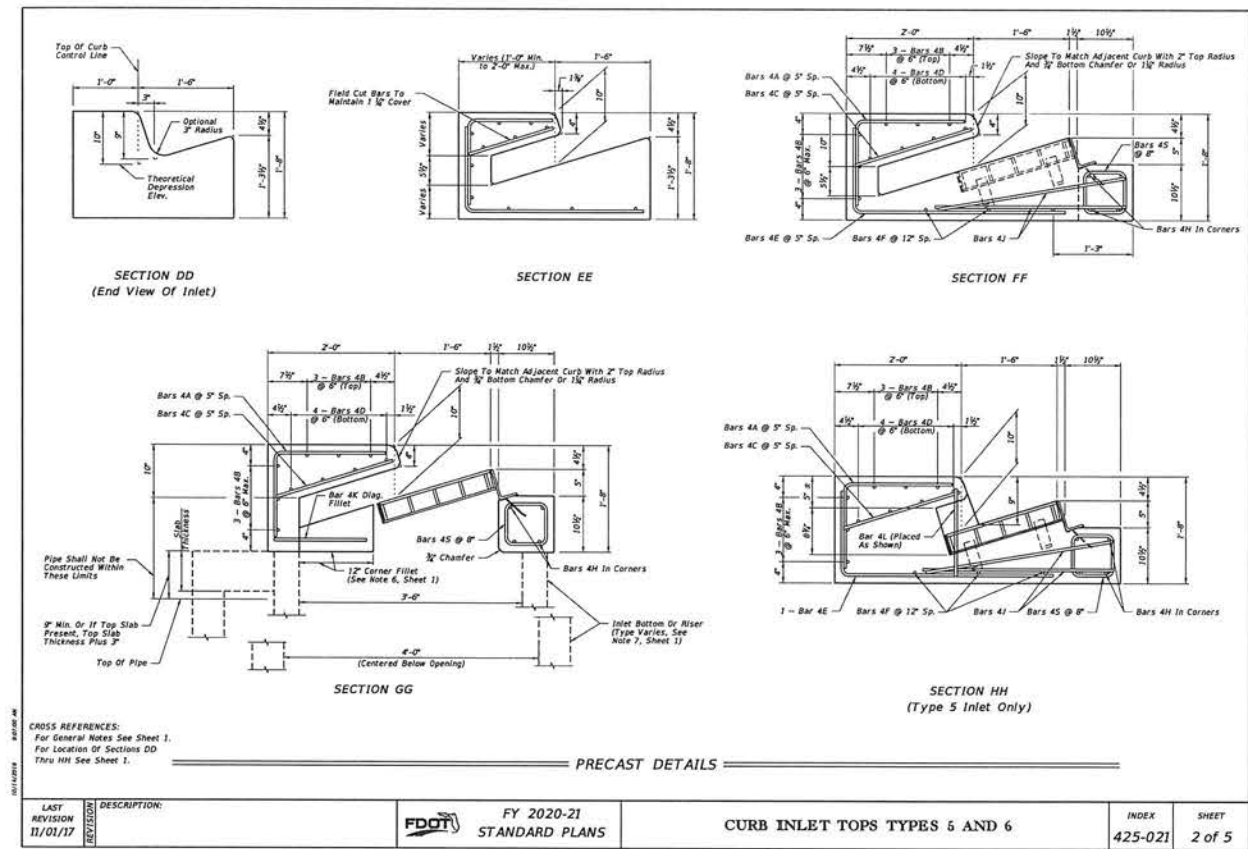
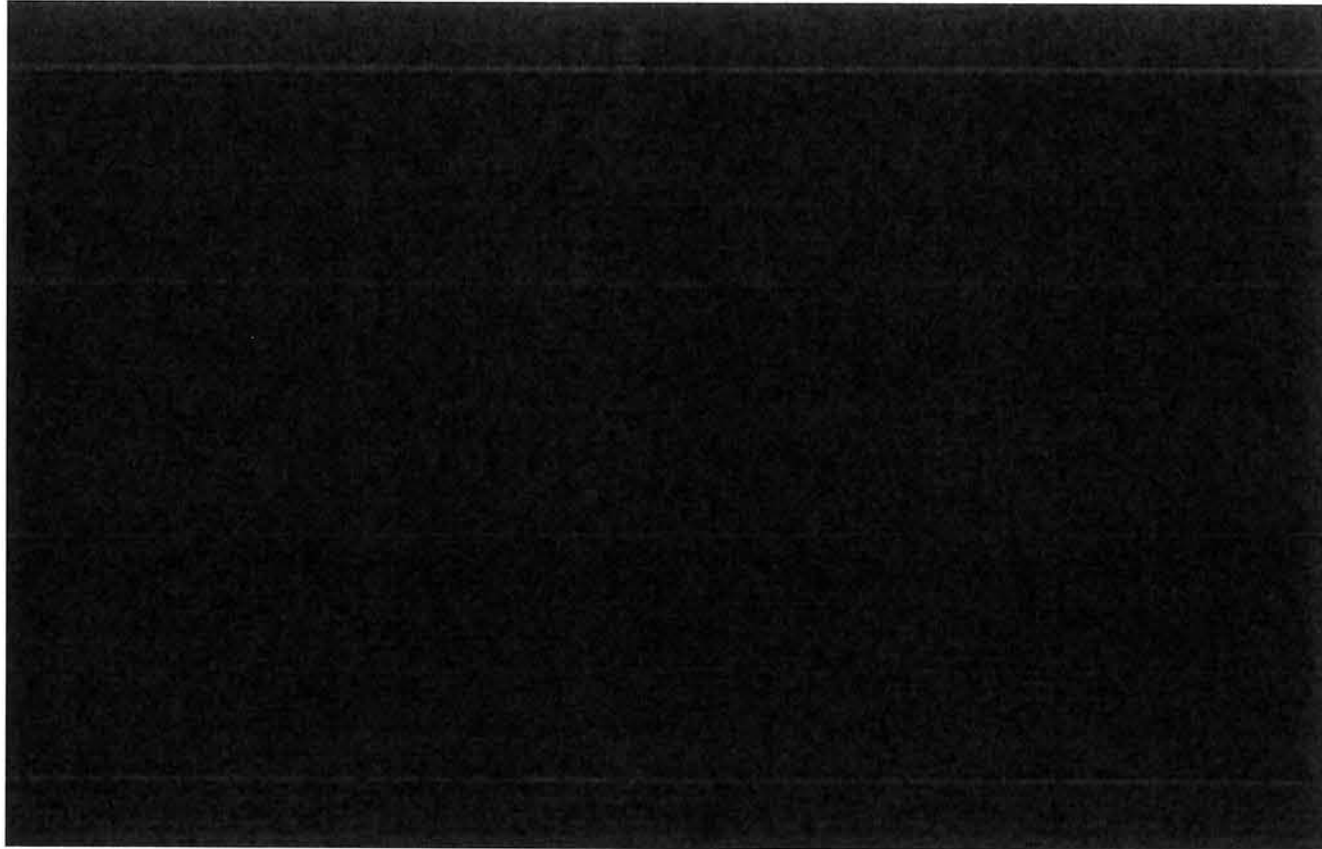
PROJ. MGR: MCL

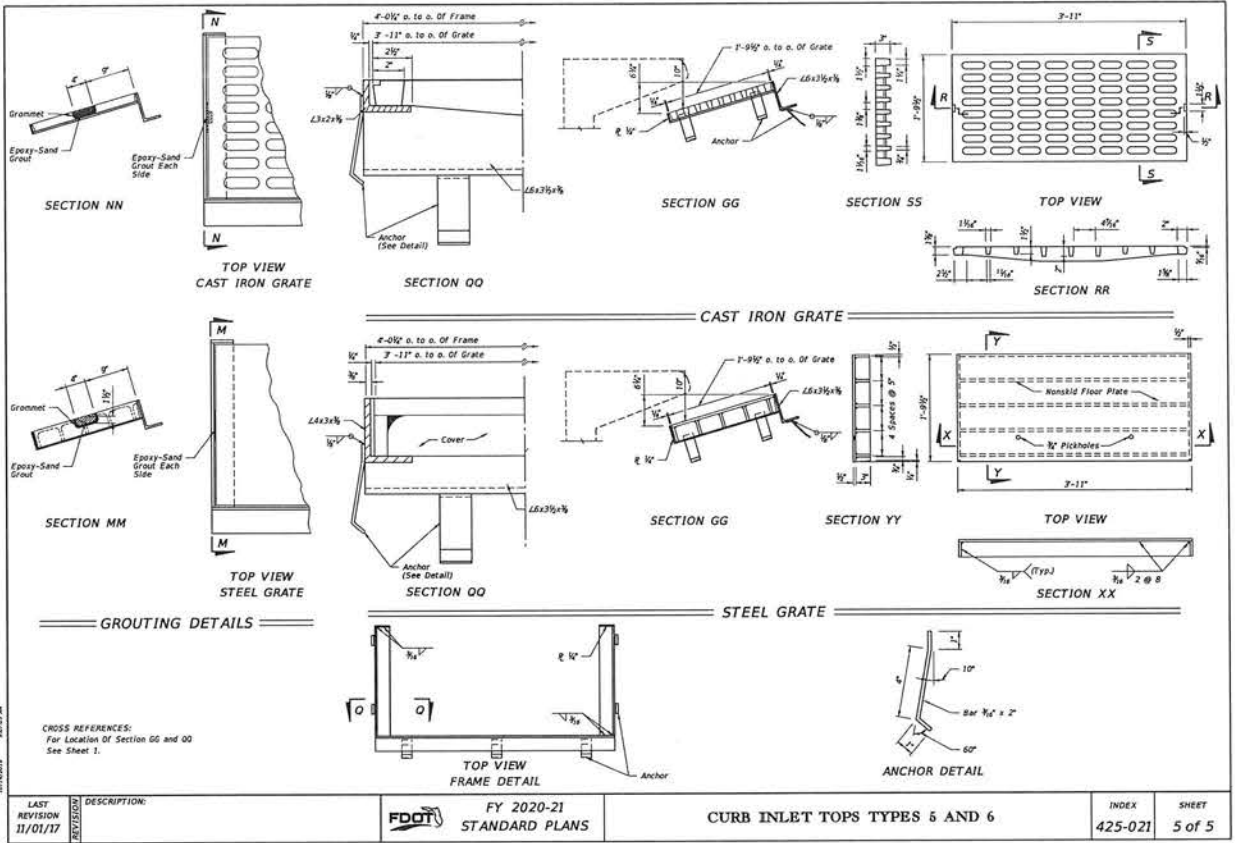
DATE: JAN 2021

NOT RELEASED FOR CONSTRUCTION BY DATE

DETAILS

C-903





BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: MDL				
DRAWN BY: RGG				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JAN 2021				

FDOT DETAILS

C-905



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00222

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE EMERALD COAST UTILITIES AUTHORITY (ECUA) FOR BURGESS ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council approve the Interlocal Agreement between the City of Pensacola and the Emerald Coast Utilities Authority (ECUA) for the Burgess Road Sidewalk and Drainage Improvements Project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

ECUA owns and maintains the water and sewer utilities within the right of way along Burgess Road and has committed to contribute an amount not to exceed \$200,000 for the cost of said utility upgrades that lie within the project boundaries.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 1,640,000.00 Local Option Sales Tax Fund-Burgess Road
200,000.00 Local Option Sales Tax Fund-Sidewalk Improvements
500,000.00 Escambia County Interlocal Agreement
200,000.00 Emerald Coast Utilities Authority Agreement
\$ 2,540,000.00

Actual: \$ 2,039,662.68 Construction Contract
203,966.27 10% Contingency
209,885.68 Engineering Design/Permitting/Surveying (Completed)
50,000.00 Engineering Management/Inspection (Estimate)
8,000.00 Construction Testing/Misc. (Estimate)
\$ 2,511,514.63

FINANCIAL IMPACT:

The City has allocated \$1,640,000 for this project through the Local Option Sales Tax Fund-Burgess Road. In addition, a budget transfer in the amount of \$200,000 will be made within the Local Option Sales Tax Fund moving funding from Sidewalk Improvements to this project. Additional funding in the amount of \$700,000 will be reimbursed through Interlocal Agreements with Escambia County and the Emerald Coast Utility Authority. Escambia County will provide \$500,000 to be used for sidewalk and drainage improvements for those portions of Burgess Road that lie within the County's jurisdictional boundaries. ECUA will provide \$200,000 for the cost of utility upgrades that lie within the project's boundaries.

CITY ATTORNEY REVIEW: Yes

3/26/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Duty City Administrator - Community Development
L Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Interlocal Agreement, Emerald Coast Utilities Authority

PRESENTATION: No

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND
EMERALD COAST UTILITIES AUTHORITY, RELATING TO UTILITY UPGRADES AS
PART OF THE BURGESS ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS
PROJECT**

THIS AGREEMENT is made and entered into as of ____ day of _____, 2021, by and between the City of Pensacola, Florida, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 and Emerald Coast Utilities Authority, an independent special district of the State of Florida (hereinafter referred to as "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, City and ECUA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, City plans to install utility upgrades in addition to sidewalk and drainage improvements along Burgess Road; and

WHEREAS, ECUA owns and maintains the water and sewer utilities within the right of way along Burgess Road and has committed to contribute an amount not to exceed \$200,000.00 for the cost of said utility upgrades that lie within the project's boundaries.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and terms of payment hereinafter set forth, City and ECUA agree as follows:

Section 1. Purpose of Agreement.

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. Pursuant to §163.01, Florida Statutes, this Agreement establishes the responsibilities of the Parties with respect to the utility upgrades installed by the City that lie within the project's boundaries as provided herein.

Section 2. Responsibilities of the Parties.

2.1 In consideration of the faithful performance by City of the project described in **Exhibit "A"** which is attached hereto and incorporated by reference herein, ECUA agrees to contribute an amount not to exceed \$200,000.00 in accordance with the terms of this Agreement for the cost of installation of utility upgrades to be completed in accordance with the project described in **Exhibit "A."**

2.2 City agrees to contract with a third party to fully perform and complete in a good workmanlike manner the project described in **Exhibit "A."**

2.3 City agrees to convey such utility upgrades to ECUA by quitclaim deed promptly upon completion and acceptance by ECUA of responsibility for future maintenance, repair, and replacement of the utility upgrades to be completed in accordance with the project described in **Exhibit "A."** Prior to the conveyance by quitclaim deed, ECUA shall have the right to inspect and approve the acceptance of the utility upgrades. ECUA shall be responsible for filing said deed with the Office of the Clerk of the Circuit Court of Escambia County, Florida.

2.4 This Agreement shall become effective upon filing with the Office of the Clerk of the Circuit Court of Escambia County, Florida. ECUA shall be responsible for such filing.

2.5 Title to the utility upgrades specified in **Exhibit "A"** shall pass to ECUA subsequent to payment by ECUA to City as provided herein and acceptance of the project and responsibility for future maintenance, repair, and replacement of the utility upgrades that are the subject of this agreement. ECUA shall, upon reasonable notice, have the right to inspect all utility upgrades prior to the City accepting it.

2.6 City shall obtain and shall assign to ECUA all express warranties given to City regarding the parts of the project paid for by the ECUA. If within one (1) year, any aspect of the project is found to be defective or not in conformance with applicable contract documents, City shall reasonably cooperate with ECUA regarding the enforcement of any warranty. These warranties are in addition to those implied warranties, if any, to which ECUA may be entitled as a matter of law.

2.7 ECUA shall cooperate with City in obtaining such other easements and rights of way as may be required for successful completion of this project.

Section 3. Compensation and Method of Payment.

3.1 ECUA agrees to reimburse City for project costs related to the work described in **Exhibit "A"** in an amount not to exceed **Two Hundred Thousand Dollars (\$200,000.00).**

3.2 Upon request, City shall provide to ECUA copies of any payment documentation and such other financial documents as ECUA may reasonably require to verify any and all costs related to the project described in **Exhibit "A."**

3.3 Invoices to ECUA will be sent to: ECUA
Attention: Brandon Knight, PE
9255 Sturdevant Street
Pensacola, Florida 32514

3.4 Payments to City will be sent to: City of Pensacola
Attention: Brad Hinote
222 W. Main Street
Pensacola, Florida 32514

Section 4. Miscellaneous Provisions.

4.1 Term and Termination: It is anticipated by the parties that the time for completion of the project described in **Exhibit "A"** shall be within one (1) year from commencement of construction, unless otherwise agreed between the parties in writing. This Agreement will remain in effect for one year unless terminated by either party for cause or convenience upon providing at least 180 days prior written notice to the non-terminating party.

4.2 Force Majeure: In the event that performance by ECUA or City of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

4.3 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 and ECUA, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or ECUA and nothing herein shall be construed as consent by the City or ECUA to be sued by third parties in any matter arising out of this Agreement.

4.4 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.

4.5 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.

4.6 All Prior Agreements Superseded:

(a) 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.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.7 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.

4.8 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

4.9 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall 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.

(a) 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 the Agreement, it shall immediately notify the other Party and request clarification of its interpretation of this Agreement.

(b) 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 of the terms and provisions hereof.

4.10 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

4.11 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.

4.12 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is the subject of this Agreement shall be in the County of Escambia.

4.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

CITY: City Administrator
City of Pensacola
P.O. Box 12910 (32521)
222 W. Main Street (32502)
Pensacola, Florida

ECUA: ECUA
Attention: Brandon Knight, PE
9255 Sturdevant Street
Pensacola, FL 32514

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

4.14 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

ECUA, an independent special district of the State of Florida acting by and through its duly authorized ECUA Board

BY: [Signature]
Lois Benson, Chairwoman

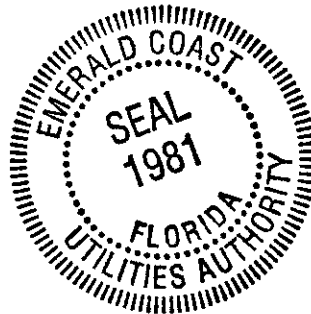
DATE: 2/23/21

ATTEST:

BY [Signature]
Deputy Clerk (SEAL)

Legal in form and valid as drawn:

[Signature]
ECUA Attorney



CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council.

BY: _____
Mayor, Grover C. Robinson, IV

DATE: _____

ATTEST: _____
City Clerk (SEAL)

Legal in form and valid as drawn:

City Attorney

CONSTRUCTION PLANS FOR BURGESS ROAD SIDEWALK DESIGN

EXHIBIT "A"
NON-ADA COMPLIANT



PREPARED FOR

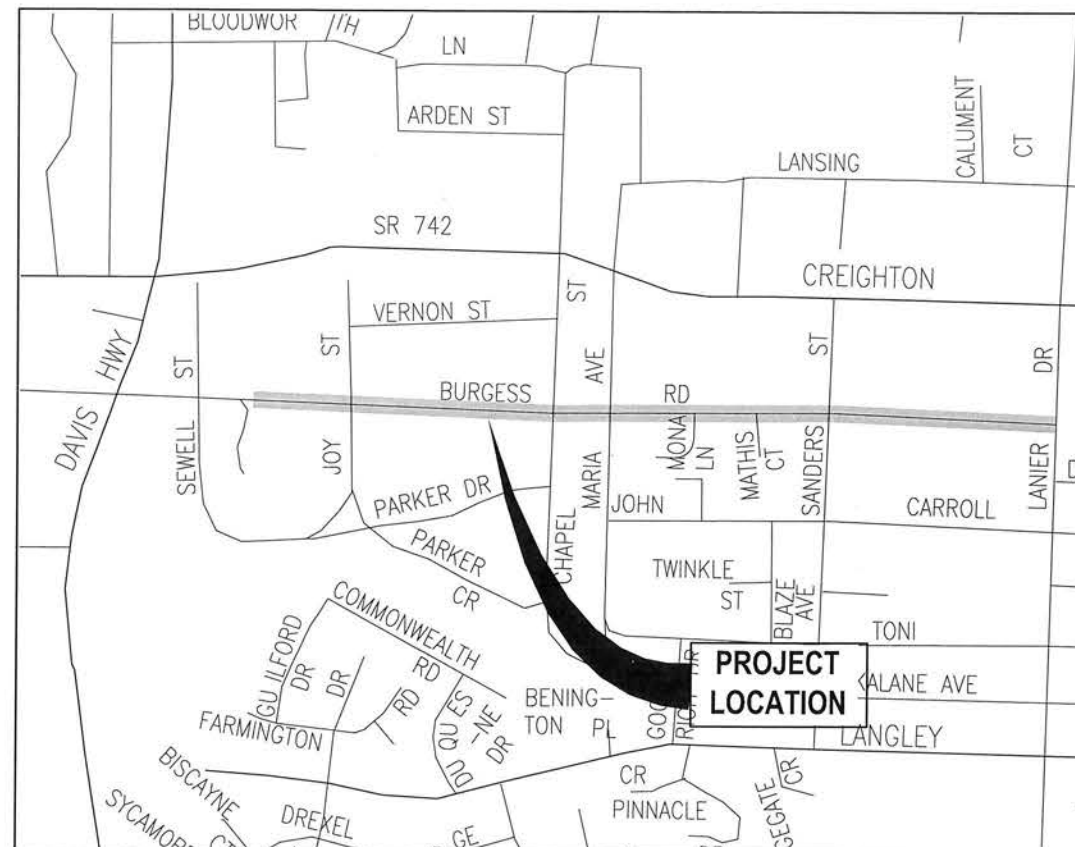


CITY OF PENSACOLA

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED
BY MICHAEL D. LANGSTON ON THE DATE
ADJACENT TO THE SEAL. PRINTED COPIES OF
THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC
COPIES.

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VICINITY MAP
NOT TO SCALE



BDI PROJECT No. 24323.02
JANUARY 2021

PREPARED BY

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

100% SUBMITTAL
JANUARY 15, 2021

GENERAL NOTES: (AS APPLICABLE TO PROJECT)

1. CONTRACTOR TO COORDINATE WITH LOCAL UTILITY COMPANIES FOR REMOVAL AND RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, WATER LINES, GAS LINES, AND OTHER UTILITIES AS NECESSARY.
2. ALL SITE WORK MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF PENSACOLA STANDARD SPECIFICATIONS, UNLESS NOTED OTHERWISE IN THE CONSTRUCTION DOCUMENTS.
3. ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEDGERS, DRAINS, AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRIAGES CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK AND UNTIL IT IS SAFE FOR BOTH PEDESTRIAN AND VEHICULAR TRAFFIC.
5. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING.
6. BURNING SHALL NOT BE PERMITTED ON-SITE OR WITHIN CITY LIMITS.
7. THE CONTRACTOR SHALL COMPLY WITH ANY TESTING REQUIRED BY THE LOCAL GOVERNING AGENCY IN ADDITION TO THE TESTING REQUIREMENTS OUTLINED IN THE CONSTRUCTION DOCUMENTS. TESTING SHALL BE PAID FOR BY THE OWNER. CONTRACTOR SHALL COORDINATE AND ASSIST TESTING LABORATORIES WITH TESTING. ANY NECESSARY RE-TESTING SHALL BE PAID FOR BY THE CONTRACTOR.
8. EROSION AND SEDIMENTATION CONTROLS WILL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES AS PER CITY REQUIREMENTS.
9. THE CONTRACTOR SHALL TAKE WHATEVER STEPS NECESSARY TO PREVENT AND CONTROL EROSION AND SEDIMENTATION. AREAS OF CONTROL AND TYPICAL SECTION OF BARRIERS ARE SUGGESTIONS ONLY AND DO NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY TO PREVENT AND CONTROL EROSION AND SEDIMENTATION.
10. ALL SUITABLE EXCESS MATERIAL EXCAVATED AND NOT USED AS FILL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND STOCKPILED AS DIRECTED BY THE OWNER.
11. CLEAR AND GRUB ONLY AS NECESSARY TO COMPLETE NEW CONSTRUCTION.
12. CONTRACTOR SHALL COMPLETE ALL WORK INDICATED IN CONSTRUCTION DOCUMENTS USING HAND LABOR IF NECESSARY OR APPROPRIATE.
13. THESE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED IN THE PROJECT AREA. THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHOULD NOTIFY THE PROJECT ENGINEER IMMEDIATELY UPON ENCOUNTERING ANY UNEXPECTED STRUCTURE, UTILITY LINE, OR OTHER UNUSUAL CONDITION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND DEPTH OF EXISTING UTILITIES AND TO DETERMINE IF OTHER UTILITIES WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK AND TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION.
14. FAILURE OF THE PLANS TO SHOW THE EXISTENCE OF ANY UNDERGROUND UTILITY, STRUCTURES, ETC., SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF LOCATING, PRESERVING AND PROTECTING SAID UTILITY OR STRUCTURE.
15. CONTRACTOR SHALL PIN 500 ON ALL SLOPES 3:1 OR GREATER.
16. CONTRACTOR IS TO NOTIFY CITY OF PENSACOLA 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
17. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CONFLICTS BETWEEN VENDOR DRAWINGS, EXISTING CONDITIONS, AND THE CONSTRUCTION DOCUMENTS.
18. STAGING AREA AND EQUIPMENT STORAGE SHALL BE AS SHOWN ON PLANS AND AS DESIGNATED BY THE GENERAL CONTRACTOR AND THE OWNER. SEE STAGING PLAN FOR ADDITIONAL NOTES.
19. WHERE SOIL IS BEING INSTALLED, TOPSOIL SHALL BE USED AS A BASE AT LEAST SIX INCHES DEEP.
20. IF THE QUALITY OF EXISTING STOCKPOOLED OR EXCAVATED TOPSOIL IS INADEQUATE FOR PLANTING, SUFFICIENT ADDITIONAL TOPSOIL SHALL BE IMPORTED TO THE SITE BY THE CONTRACTOR. TOPSOIL FURNISHED SHALL BE A NATURAL, FERTILE, LOAMY SOIL, POSSESSING CHARACTERISTICS OF REPRESENTATIVE PRODUCTIVE SOILS IN THE VICINITY. TOPSOIL SHALL BE OBTAINED FROM NATURALLY WELL-DRAINED AREAS. TOPSOIL SHALL BE WITHOUT ADDITIVES OF SUBSALTS AND FREE FROM JOHNSON GRASS (SORGHUM HALAPENSE), NUT GRASS (CYPRUS ROTUNDUS), AND OBJECTIONABLE WEEDS AND TOXIC SUBSTANCES. IT SHALL BE FREE OF DEBRIS, TRASH, STUMPS, ROCKS, AND MODICUS WEEDS, AND SHOULD GIVE EVIDENCE OF BEING ABLE TO SUPPORT HEALTHY PLANT GROWTH.
21. THE pH OF TOPSOIL, ON-SITE AND ANY IMPORTED TOPSOIL, SHALL BE DETERMINED. IF THE pH IS BELOW 5.0, SUFFICIENT LIME SHALL BE ADDED TO PROVIDE A pH BETWEEN 5.5 AND 6.5. THE LIME SHALL BE THOROUGHLY INCORPORATED INTO THE TOP THREE OR FOUR INCHES OF THE SOIL. LIME AND FERTILIZER MAY BE APPLIED IN ONE OPERATION.
22. SUBMIT pH TEST RESULTS AND ANY OTHER TEST RESULTS TO THE CITY OF PENSACOLA FOR APPROVAL.
23. AFTER THE SITE HAS BEEN BROUGHT TO PROPER GRADE FOR PLACEMENT OF TOPSOIL AND IMMEDIATELY PRIOR TO DUMPING AND SPREADING THE TOPSOIL, THE SUBGRADE SHALL BE LOOSENEED BY DIGGING OR SCARPING TO A DEPTH OF 2 INCHES TO INSURE BONDING OF THE TOPSOIL AND SUBGRADE.
24. TOPSOIL SHALL NOT BE PLACED WHILE IN A MOISTY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING OR PROPOSED SEEDING.
25. THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF SIX INCHES.
26. ANY IRREGULARITIES IN THE SURFACE, RESULTING FROM TOP SOILING OR OTHER OPERATIONS, SHALL BE CORRECTED IN ORDER TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS.
27. COMPACT THE TOPSOIL ENOUGH TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL AND TO OBTAIN A LEVEL SEED BED FOR THE ESTABLISHMENT OF HIGH MAINTENANCE TURF. AVOID UNIFORM COMPACTION.
28. CONTRACTOR TO PROVIDE TEMPORARY PROTECTION TO TREES TO REMAIN (SEE DETAIL). FOR ANY TREE SHOWING TO REMAIN THAT IS DAMAGED BY THE CONTRACTOR'S FORCES, THE CONTRACTOR SHALL PAY THE CITY OF PENSACOLA THE SUM OF \$150.00 DOLLARS PER INCH DIAMETER OF TREE THAT IS DAMAGED.
29. CONTRACTOR SHALL HAUL AWAY ALL DEBRIS AND DISPOSE OF OFF-SITE IN A LEGAL AND RESPONSIBLE MANNER.
30. WALKS AND BUILDING AREAS ARE DESIGNED TO MEET THE FLORIDA ACCESSIBILITY CODE FOR HANDICAP ACCESS.
31. SEDIMENT SHALL BE RETAINED ON THE SITE OF DEVELOPMENT. REMOVE SEDIMENT AT APPROPRIATE TIME AND PRIOR TO THE END OF CONSTRUCTION.
32. THE CONTRACTOR SHALL SUBMIT A POST-CONSTRUCTION CERTIFICATION AND REPRODUCIBLE RECORD DRAWINGS TO THE ENGINEER PRIOR TO INSPECTION AND ACCEPTANCE. THE RECORD DRAWINGS SHALL BE PREPARED AND CERTIFIED BY A FLORIDA PROFESSIONAL SURVEYOR.
33. THE OWNER OR HIS AGENT SHALL ARRANGE WITH THE CITY AN INSPECTION OF THE EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO CONSTRUCTION, UNDERGROUND DRAINAGE STRUCTURES PRIOR TO BURL, AND THE FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION.
34. EROSION SHALL BE CONTROLLED BY THE USE OF A HAY BALE BARRIER, SLOPE, AND SHOWS ON PLANS OR WHATEVER MEANS NECESSARY AND SHALL BE SETUP PRIOR TO COMMENCING CONSTRUCTION. THE EROSION CONTROL BARRIER SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION OF THE CONSTRUCTION. UPON COMPLETION OF THE PROJECT, THE RETENTION AREA SHALL BE CLEARED OF SILT, STABILIZATION OF ALL DISTURBED AREAS SHALL BE ACCOMPLISHED, AND THE RETENTION AREA IS TO BE RECONFIGURED TO DESIGN CROSS-SECTION, AND SEEDING.
35. CONTRACTOR SHALL NOTIFY SUNSHINE ONE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1-800-432-4770.
36. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION FROM THE CITY OF PENSACOLA.
37. ALL WORK SHALL BE CONFINED TO WITHIN THE CITY R/W OR PROPERTY LIMITS.
38. CONTRACTOR SHALL CONSTRUCT TEMPORARY MEASURES AND SUPPORT TO ACCESS SITE. CONTRACTOR SHALL INCLUDE COST FOR SAME IN HIS BID. CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE SATISFACTION OF THE OWNER.
39. TREEDING AND GRADING AROUND TREES WHICH ARE TO REMAIN SHALL BE AWAY FROM THE TREE IN A MANNER TO CAUSE NO DAMAGE TO THE TREE.
40. THE CONTRACTOR IS TO MAINTAIN SEEDING AND GRASSING BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, AND OTHER OPERATIONS, SUCH AS ROLLING, RE-GROWING, AND REPLANTING AS REQUIRED TO ESTABLISH GRASS/SEEDING AREAS FREE OF EROSION OR BARE AREAS AND REPLACE ANY REJECTED MATERIALS OR WORK AND CONTINUE MAINTENANCE UNTIL ACCEPTED. REMOVE ANY REJECTED MATERIALS PROMPTLY FROM THE SITE. CONTRACTOR IS TO INCLUDE COST OF MAINTAINING SEEDING AND GRASSING IN HIS BID.
41. CONTRACTOR SHALL COORDINATE HIS WORK AND COOPERATE WITH OTHER CONTRACTORS WORKING AROUND THE PROJECT AREA.
42. THE CONTRACTOR SHALL DELIVER THE STAGING AREAS TO THE OWNER ON OR BEFORE THE DATE OF COMPLETION OF CONSTRUCTION AND SAME SHALL BE IN AS GOOD AS OR BETTER CONDITION AS EXISTED PRIOR TO CONSTRUCTION.
43. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING MATERIAL DOES NOT SPILL, LEAK, OR FALL FROM TRUCKS HAULING MATERIAL TO OR AWAY FROM SITE, INCLUDING MATERIAL FALLING FROM TRUCKS. SHOULD THE STATE OR COUNTY REQUIRE SHEEPING AND CLEANING OF ROADWAYS DUE TO THE ABOVE, THE SAME SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY FINES DUE TO THE ABOVE.
44. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.

- SHOULD CONTRACTOR ELECT TO ONSITE EXCAVATION AS FILL, HE IS CAUTIONED NO ADDITIONAL TIME OR COST WILL BE ALLOWED SHOULD MATERIAL BECOME WET AND UNWORKABLE. IF NECESSARY, CONTRACTOR WILL BE REQUIRED TO BRING IN OFFSITE FILL MATERIAL MEETING TECHNICAL SPECIFICATIONS AT HIS OWN EXPENSE.
50. CONTRACTOR SHALL COORDINATE WITH THE CITY PRIOR TO THE REMOVAL OF ANY TREES.
51. ALL WALK BOXES SHALL BE SET FLUSH WITH GRADE.
52. THE CONTRACTOR SHALL FLUSH AND CLEAN ALL STORMWATER PIPES AND STRUCTURES AT END OF CONSTRUCTION AFTER ALL DISTURBED AREAS HAVE BEEN STABILIZED.
53. WHERE UNSUITABLE MATERIALS ARE ENCOUNTERED IN PAVED AREAS, THE UNSUITABLE MATERIAL SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 3 FEET BELOW FINISHED SUBGRADE ELEVATION AND BACKFILLED WITH CLEAN COURSE SAND CONTAINING LESS THAN SIX PERCENT OR AS OTHERWISE DIRECTED BY THE CITY OF PENNSACOLA SEE TECHNICAL SPECIFICATIONS AND SOLS REPORT.
54. WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT, EXISTING PAVEMENT SHALL BE SAWCUT FOR A STRAIGHT EDGE AND CLEAN JOINT. SEE DETAIL.
55. WHERE NEW CURB JOINS EXISTING CURB, STYLE SHALL MATCH UNLESS OTHERWISE NOTED.
56. PLACEMENT OF UNDERGROUND SYSTEMS, IRRIGATION, SEWER, WATER, DRAINAGE, ELECTRICAL, GAS, ETC., SHALL BE COMPLETED PRIOR TO LANDSCAPE INSTALLATION.
57. THE CONTRACTOR SHALL NOT BLOCK OR OBSTRUCT ANY ROADS OR DRIVES WITHOUT FIRST RECEIVING PERMISSION FROM THE CITY OF PENNSACOLA TO DO SO.
58. PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE, SUCH AS BUILDINGS, SEWER, DRAINS, WATER OR GAS PIPES, ELECTRICAL, CONDUCITS, POLES, WALLS, POST, ETC. TO BE CAREFULLY PROTECTED AND ARE NOT TO BE DISPLACED UNLESS NOTED.
59. CONTRACTOR SHALL ADHERE TO THE CITY OF PENNSACOLA'S AND OTHER AUTHORITIES HAVING JURISDICTION RULES CONCERNING SAFETY.
60. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH ADAPTING FOR INSTALLATION OF ANY PIPE AS TO COMPLETE ANY EARTHWORK OR PAVING OPERATION.
61. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH SELECT BACKFILL FOR INSTALLATION OF ANY PIPE OR STRUCTURE.
62. TRUCK/DOZER RESPECTIVELY AT APPROPRIATE LOCATIONS AROUND THE SITE. CONTRACTOR SHALL PICK UP ALL ROCKS, METAL, PIPE, NAILS, NUTS, BOLTS, BOARDS, PAPER, TRASH, ETC. AT LEAST TWICE A WEEK. CONTRACTOR SHALL INCLUDE COST OF SAME IN BID.
63. CONTRACTOR SHALL RESTORE ALL STAGING AREAS TO AS GOOD AS OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION. THIS INCLUDES EROSION AND SOIL REPLACEMENT IF NECESSARY. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 20 DAYS, AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE.
64. A BITUMINOUS CONCRETE BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS IN ORDER TO STABILIZE STREETS, ROADS, DRIVEWAYS AND PARKING AREAS. IN AREAS WHERE NO UTILITIES ARE PRESENT, THE BITUMINOUS CONCRETE BASE SHALL BE INSTALLED WITHIN 15 DAYS OF THE PRELIMINARY GRADING.
65. IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (I.E. STEEP SLOPES AND ROADWAY EXCAVATIONS) WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A THICKNESS OF TWO (2) TO FOUR (4) INCHES MIXED WITH THE TOP TWO (2) INCHES OF SOIL.
66. ANY STEEP SLOPES REQUIRING PIPELINE INSTALLATION WILL BE BACK FILLED AND STABILIZED DAILY, AS THE INSTALLATION PROCEEDS (I.E. SLOPES GREATER THAN 3:1).
67. CONJOINT OUTLET PROTECTION MUST BE INSTALLED AT ALL REQUIRED OUTFALLS PRIOR TO THE DRAINAGE SYSTEM BECOMING OPERATIONAL.
68. UNLIMITED Dewatering IS NOT PERMITTED. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING ALL Dewatering OPERATIONS TO MINIMIZE SEDIMENT TRANSPORT.
69. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET. TEMPORARY VEGETATION COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STANDARDS FOR EROSION CONTROL.
70. ALL SOIL WASHED, DROPPED, SPILLED OR TRACKED OUTSIDE THE LIMITS OF DISTURBANCE OR ONTO PUBLIC RIGHT-OF-WAY WILL BE REMOVED IMMEDIATELY.
71. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW STORMWATER OUTFALLS OR OFF SITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.
72. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL NOTE ABOVE.
73. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORM WATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.
74. ALL SEDIMENTATION STRUCTURES SHALL BE INSPECTED AND MAINTAINED REGULARLY.
75. THE CONTRACTOR SHALL PREPARE A PLAN FOR THE PROPER Dewatering AND DOWNSTREAM STATION PROTECTION.
76. ANY AREAS USED FOR FOR THE CONTRACTOR'S STAGING, INCLUDING BUT NOT LIMITED TO, TEMPORARY STORAGE OF STOCKPILED MATERIALS (E.G. CRUSHED STONE, QUARRY PROCESS STONE, SELECT FILL, EXCAVATED MATERIALS, ETC.) SHALL BE ENTIRELY PROTECTED BY A SLIT FENCE ALONG THE LOW ELEVATION SIDE TO CONTROL SEDIMENT RUNOFF.
77. THE CONTRACTOR'S MEANS AND METHODS OF GROUNDWATER Dewatering SHALL COMPLY WITH ALL REGULATORY REQUIREMENTS FOR THE TEMPORARY DIVERSION OF GROUNDWATER AND ITS DISCHARGE, INCLUDING FDEP CHAPTER 62-621. PERMIT FOR THE DISCHARGE OF PROPOSED GROUNDWATER FROM ANY NONCONTAMINATED 3ST ACTIVITIES, WRITTEN PROOF OF COMPLIANCE SHALL BE PROVIDED TO THE CITY PRIOR TO CONSTRUCTION-BEGINNING ACTIVITIES. IN ORDER TO OBTAIN COMPLIANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE SAMPLING AND TESTING OF UP TO 5 SAMPLES.
78. ALL TREES, SHRUBS, PLANTS AND ASSOCIATED LANDSCAPE INFRASTRUCTURE IN PUBLIC R/W SHALL BE REMOVED ONLY AS NECESSARY AND REPLACED TO THE SATISFACTION OF THE CITY. COSTS FOR SUCH SHALL BE INCLUDED IN CONTRACTORS BID.
79. ALL ITEMS OF PRIVATE PROPERTY LOCATED WITHIN THE CITY R/W SHALL BE PROTECTED AND/OR RELOCATED TO THE CITY'S SATISFACTION AS PART OF THE PROJECT. SUCH ITEMS SHALL INCLUDE, BUT NOT BE LIMITED TO, IRIGATION SYSTEMS, MAIL BOXES, SIGNS, LANDSCAPE, PLANTER BEDS/BOXES, YARD DRAINS, ETC. AND SHALL BE COORDINATED AND ADDRESSED IN A TIMELY AND PROFESSIONAL MANNER. ITEMS REQUIRING REPLACEMENT SHALL BE OF EQUAL OR BETTER QUALITY.
80. THE LOCATION OF THE CONTRACTOR'S MATERIAL AND EQUIPMENT LAY-DOWN AREA SHALL BE APPROVED BY THE CITY PRIOR TO SECURING SUCH ARRANGEMENTS, AS DIRECTLY RELATED TO THE PROJECT. THE LAY-DOWN AREA SHALL BE COMPLETELY SECURED UTILIZING TEMPORARY CHAIN-LINK CONSTRUCTION FENCING WITH LOCKED GATES AND PROPER EROSION CONTROL BARRIERS. MATERIALS AND EQUIPMENT SHALL BE KEPT IN A NEAT AND UNIFORM MANNER AT ALL TIMES. ACCESS TO THE RIGHT TO DOY WORK ON ANY PROPOSED DAY FOR THE PROJECT SHALL BE FACILITATED. THE CURRENT PROGRESS OF THE PROJECT CONSTRUCTION SHALL BE STORED IN THE LAY-DOWN AREA AT ANY GIVEN TIME AND TO ALL OTHER MATERIALS AND EQUIPMENT SHALL BE IMMEDIATELY AND/OR AT THE REQUEST OF THE CITY.
81. CONTRACTOR SHALL PROVIDE BOTH ROUGH AND FINISHED GRADING THAT IS NECESSARY TO PROVIDE PROPER AND UNIFORM SLOPES BACK AWAY FROM ROADWAY INFRASTRUCTURE (PAVEMENT, CURBS, SIDEWALKS DRIVEWAYS, STORM STRUCTURES, ETC.) TO THE RIGHT-OF-WAY LINE WITH MAXIMUM SLOPES NOT EXCEEDING 4:1 (H/V). IN THE EVENT THAT AN ACCEPTABLE SLOPE CANNOT BE ACHIEVED WITHIN THE RIGHT-OF-WAY LINE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING PERMISSION FROM ADJACENT PROPERTY OWNERS TO CARRY THE SLOPE BACK INTO PRIVATE PROPERTY SUFFICIENT TO MEET THE SLOPE REQUIREMENT. ALL PROPOSED BACK SLOPES AND EARTHWORK ASSOCIATED WITH CONSTRUCTION IN THE RIGHT-OF-WAY OR ON PRIVATE PROPERTY SHALL BE INCLUDED IN CONTRACTOR'S BID AND SHALL BE APPROVED BY THE CITY.
82. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING NEW DRIVEWAYS AND REPLACING EXISTING DRIVEWAYS AS SHOWN ON THE PLANS OR AS OTHERWISE DIRECTED BY THE CITY. SLOPES ON DRIVEWAYS SHALL NOT EXCEED 4:1 (H/V) AND THE CONTRACTOR SHALL SECURE PERMISSION FROM PRIVATE PROPERTY OWNERS TO SLOPE DRIVEWAY BACK ONTO PRIVATE PROPERTY AS NECESSARY TO ACHIEVE THE SLOPE REQUIREMENT AND SHALL BE APPROVED BY THE CITY. ALL EARTHWORK ASSOCIATED WITH CONSTRUCTION OF DRIVEWAYS SHALL BE INCLUDED IN THE CONTRACT PAY ITEM FOR SUBJECT WORK.
83. THE CONTRACTOR'S PROPOSED SCHEDULE OF WORK FOR BOTH STANDARD (N-F, 7AM-4PM) AND NON-STANDARD HOURS SHALL BE REVIEWED AND APPROVED BY THE CITY AND SUBMITTED FOR REVIEW IN WRITING A MINIMUM OF SEVEN (7) CALENDAR DAYS PRIOR TO COMMENCEMENT OF TEMPORARY WORK SCHEDULE. THE CITY RESERVES THE RIGHT TO DOY WORK ON ANY PROPOSED DAY IF CERTAIN PUBLIC EVENTS, CITY OBSERVED HOLIDAY, ENVIRONMENTAL CONDITIONS, NEIGHBORHOOD CIRCUMSTANCES, ETC. REQUIRE SUCH ACTION. THE CONTRACTOR SHALL KNOWLEDGE. ULTIMATE RESPONSIBILITY OF THE JOB SITE DURING CONSTRUCTION (24 HRS/DAY) FOR THE ENTIRE DURATION OF THE PROJECT, REGARDLESS OF APPROVED WORK SCHEDULES AND HOURS OF OPERATION.
84. THE CONTRACTOR SHALL PROVIDE CONTINGENT (TEMPORARY) VEHICULAR/PEDESTRIAN ACCESS TO PUBLIC/PRIVATE PROPERTY IN A SAFE AND FEASIBLE MANNER IN ACCORDANCE WITH THE PROJECT CONSTRUCTION PLAN. ALL SUCH ACCESS CAN BE RESTORED PERMANENTLY. TEMPORARY TEMPORARY ACCESS PLANS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL, A MINIMUM OF FIVE (5) CALENDAR DAYS PRIOR TO IMPLEMENTING ANY PROPOSED MEASURES AND COORDINATION WITH IMPACTED RESIDENTS AND/OR PROPERTY OWNERS (OR OWNER REPRESENTATIVES) MAY BE REQUIRED OF THE CONTRACTOR AS PART OF THE TEMPORARY ACCESS PLANS. ALL COST FOR SUCH TEMPORARY PLANS AND MEASURES SHALL BE COVERED/INCLUDED IN THE CONTRACTORS BIDS.
85. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK COMPETENTLY AND EFFICIENTLY, DEVOTING SUCH ATTENTION THERETO AND APPLYING SUCH SKILLS AND EXPERTISE AS MAY BE NECESSARY TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO SEE THAT ALL FINISHED WORK COMPLES ACCURATELY WITH THE CONTRACT DOCUMENTS.
86. CONTRACTOR SHALL KEEP ON THE JOB SITE AT ALL TIMES DURING ITS PROGRESS A COMPETENT RESIDENT SUPERINTENDENT, WHO SHALL NOT BE REPLACED WITHOUT PRIOR WRITTEN NOTICE TO THE CITY EXCEPT UNDER EXTRAORDINARY CIRCUMSTANCES. THE SUPERINTENDENT AND THE PROJECT MANAGER SHALL BE THE CONTRACTOR'S REPRESENTATIVE AT THE PROJECT AND SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. ALL COMMUNICATIONS GIVEN TO THE PROJECT MANAGER AND/OR SUPERINTENDENT SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. THE CITY RESERVES THE RIGHT TO DIRECT CONTRACTOR TO REMOVE AND REPLACE ITS PROJECT SUPERINTENDENT OR PROJECT MANAGER, WITH OR WITHOUT CAUSE.

EQUA NOTES

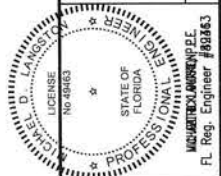
1. ALL ECWA WORK SHALL BE DONE IN ACCORDANCE WITH ECWA'S ENGINEERING MANUAL, UPDATE #1 (DATED 9/1/16) LOCATED AT WWW.ECWA.FL.GOV.
2. CONTRACTOR IS RESPONSIBLE FOR MEANS & METHODS OF TERTIARY BYPASS SYSTEM. BYPASS PUMPING/PIPING NOTES ARE AS FOLLOWS:
- 2.1. IN THE EVENT THAT ANY SANITARY SEWER OVERTFLOW (SSOO) OCCUR AS A RESULT OF CONTRACTOR'S OPERATIONS, INCLUDING BUT NOT LIMITED TO BYPASS PUMPING ON OVERFLOW ACTIVITIES, OR ANY FAILURES THEREON, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEANUP OPERATIONS REQUIRED THEREBY AS WELL AS PAYING ALL FINES AND PENALTIES ATTENDING THEREOF. ANY SUCH FINES AND PENALTIES WOULD LIKELY BE IN ACCORD WITH STIPULATED PENALTIES ECWA HAS ENTERED INTO WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PURSUANT TO PARAGRAPH 17 OF THE CONSIST ORDER REGARDING COW PILE #11-0982 - WHEREIN IT DETERMINES STIPULATED PENALTIES IN THE AMOUNT OF \$500/DAY PER DISCHARGE FOR DISCHARGES UP TO 5,000 GALLONS; \$1,000/DAY PER DISCHARGE FOR DISCHARGES FROM 5,001 GALLONS TO 10,000 GALLONS; \$2,500/DAY PER DISCHARGE FOR DISCHARGES FROM 10,001 GALLONS TO 25,000 GALLONS; \$5,000/DAY PER DISCHARGE FOR DISCHARGES FROM 25,001 GALLONS TO 100,000 GALLONS; AND \$10,000/DAY PER DISCHARGE FOR DISCHARGES IN EXCESS OF 100,000 GALLONS. AT OR AROUND THE TIME OF ANY SUCH SSO AND BEFORE FDEP DEMANDS PAYMENT, ECWA MAY REQUIRE PAYMENT FROM CONTRACTOR IN THESE AMOUNTS OR WITHOUT PAYMENT FROM CONTRACTOR IN THESE AMOUNTS, AT ECWA'S OPTION.
- 2.2. **SEWER BYPASS, PUMPING/PIPING:** ON PROJECTS REQUIRING TEMPORARY SEWER BYPASS PUMPING/PIPING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, INSTALL, OPERATE, AND REMOVE THE APPROPRIATE SEWER MATERIALS AND EQUIPMENT AND EMPLOY THE SITE APPROPRIATE MEANS AND METHODS BY WHICH TO COMPLETE THIS TASK WITHOUT CAUSING SEWER SPLITS, OVERTOWNS, SEWER BACKUP INTO CUSTOMERS' HOMES, OR SERVICE DISRUPTIONS TO ECWA SEWER CUSTOMERS. REGARDLESS OF THE MEANS AND METHODS CHOSEN BY THE CONTRACTOR, THE FOLLOWING CONDITIONS SHALL BE MET:
- 2.2.1. ECWA TYPICALLY PAYS A LUMP SUM PRICE FOR BYPASS PUMPING/PIPING, BUT STILL DESIRES THE CONTRACTOR TO MINIMIZE THE TIME REQUIRED TO OPERATE ITS FLOW DIVERSION STRATEGY. TIME IS OF THE ESSENCE WITH WHATEVER FLOW DIVERSION METHOD CHOSEN AND IMPLEMENTED BY CONTRACTOR.
- 2.2.2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MINIMIZE, AS MUCH AS PRACTICAL, ALL IMPACTS (I.E. ABOVE GROUND PIPING ACROSS ROADS AND DRIVEWAYS) TO LOCAL RESIDENTS AND MOTORISTS, AND TO MAINTAIN TRAFFIC AND DRIVEWAY ACCESS AS MUCH AS PRACTICAL. CONTRACTOR SHALL FORMULATE WORK CLOSURES AND/OR DETOURS ON DATES AND AT HOURS AS DETERMINED AND ALLOWED BY GOVERNING ROADWAY AGENCY.
- 2.2.3. CONTRACTOR SHALL BE EQUIPPED WITH TOOLS, EQUIPMENT, MANPOWER, AND MATERIAL, NECESSARY TO CLEAN OVERTOWNS RESULTING FROM FAILURE OF SEWER BYPASS PUMPING/PIPING, TO INCLUDE USE OF ENVIRONMENTALLY FRIENDLY BIOLOGICALLY DESTRUCTANT. SEE SPECIAL CONDITION NOTE CONCERNING FINES AND PENALTIES TO BE LEVIED ON CONTRACTOR DUE TO OVERTOWNS CAUSED BY FAULTY SEWER BYPASS PUMPING/PIPING.
- 2.2.4. ECWA MAY NOT BE REALLY ABLE TO ASSIST WITH POTENTIAL PROBLEMS ASSOCIATED WITH THE CONTRACTOR'S SELECTED BYPASS PUMPING/PIPING SYSTEM. HOWEVER, SHOULD ECWA RESPOND AND/OR ASSIST WITH ISSUES ASSOCIATED WITH THE FLOW DIVERSION, THEN CONTRACTOR WILL BE CHARGED FOR ECWA PERSONNEL, VEHICLE, EQUIPMENT, AND MATERIAL COSTS.
- 2.2.5. WHEN POSSIBLE, THE CONTRACTOR SHALL CONSTRUCT THE NEW INFRASTRUCTURE FIRST (I.E. UFT STATION, FORCE MAIN, GRADITY SEWER, MANHOLE) AND PLACE INTO SERVICE WHILE THE EXISTING INFRASTRUCTURE REMAINS IN OPERATION. WHEN NOT POSSIBLE TO CONSTRUCT THE NEW INFRASTRUCTURE FIRST, THE CONTRACTOR SHALL INSTALL ITS BYPASS PUMPING/PIPING AND ASSURE ITS OPERATION PRIOR TO BEGINNING WORK ON THE NEW INFRASTRUCTURE. FOR EXISTING UFT STATIONS THAT MUST REMAIN IN OPERATION, SITE MUST REMAIN ACCESSIBLE AT ALL TIMES TO ECWA EXISTING (SEWER TRUCKS, TANKER TRUCKS, VACUUM TRUCKS, ETC.), GULF POWER SERVICE TRUCKS, AND BYPASS PUMPS AND GENERATORS.
- 2.2.6. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH GAS POWERED ENGINES/PUMPS:**
- 2.2.6.1. MAX DBA RATING AT 7 METERS SHALL NOT EXCEED 72 DBA (LESS THAN 72 DBA IS DESIRABLE) AND SHALL BE ACCOMPLISHED VIA THE USE OF SPECIALIZED RESIDENTIAL GRADE NOISE ATTENUATORS/MUFFLERS AND/OR Baffles.
- 2.2.6.2. PRIMARY SYSTEM SHALL BE BACKED UP WITH REDUNDANT SEWER PUMPS.
- 2.2.6.3. SECONDARY PUMP SYSTEM SHALL BE SUPPLIED AND EQUIPPED WITH EMERGENCY FLOAT, AN AUTO-OILER SHALL BE INSTALLED TO NOTIFY THE CONTRACTOR OF EMERGENCY CONDITIONS. AUTO-OILER SHALL OIL THE FOLLOWING PERSONNEL, IN ORDER:
- 2.2.6.3.1. CONTRACTOR REPRESENTATIVE #1
- 2.2.6.3.2. CONTRACTOR REPRESENTATIVE #2
- 2.2.6.3.3. CONTRACTOR REPRESENTATIVE #3
- 2.2.6.3.4. BYPASS PUMP COMPANY REPRESENTATIVE #1
- 2.2.6.3.5. BYPASS PUMP COMPANY REPRESENTATIVE #2
- 2.2.6.3.6. ECWA PUMP INSPECTOR
- 2.2.6.3.7. ECWA UFT STATION SCADA (989-2211)
- 2.2.6.4. CONTRACTOR SHALL PROVIDE NAME AND 2 PHONE NUMBERS EACH OF AT LEAST THREE CONTRACTOR REPRESENTATIVES THAT WILL BE AVAILABLE TO RESPOND TO EMERGENCIES. THIS INFO WILL BE SUPPLIED TO THE ENGINEER, ECWA, AND THE FDEP.
- 2.2.6.5. CONTRACTOR SHALL HAVE CROW, EQUIPMENT, AND SUPPLIES CAPABLE OF MAKING NEEDED REPAIRS ON SITE WITHIN 4 HOURS OF INTER-FACTOR RESPONSE. (FIRST CONTACT ATTEMPTED IN AN EMERGENCY SITUATION, CONTRACTOR SHALL PAY \$1,000 FOR EACH HOUR IT IS NOT ON SITE AND FULLY OPERATIONAL AFTER THE INITIAL TWO HOUR RESPONSE WINDOW.
- 2.2.6.6. CONTRACTOR SHALL PROVIDE REPAIRS AND HAVE FLOW DIVERSION BACK IN FULL OPERATION WITHIN 4 HOURS OF INITIAL NOTIFICATION (FIRST CONTACT ATTEMPTED). CONTRACTOR SHALL PAY \$1,000 FOR EACH HOUR THE BYPASS PUMPING/PIPING SYSTEM IS NOT OPERATIONAL, AFTER THE INITIAL FOUR HOUR RESPONSE WINDOW.
- 2.2.6.7. FUEL TANKS SHALL MEET ALL REGULATORY REQUIREMENTS (I.E. DOUBLE HULL, ETC.).
- 2.2.6.8. ALL SUCTION AND DISCHARGE PIPING SHALL BE WELDED HOPE AND ALL VALVES, CHECK VALVES, AND OTHER FITTINGS SHALL BE FLANGED.
- 2.2.7. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH VACUUM TRUCKS, TANKER TRUCKS, OR FRAC (STORAGE) TANKS:**
- 2.2.7.1. ALL MATERIAL COLLECTED BY VACUUM TRUCKS, TANKER TRUCKS, AND FRAC TANKS MUST BE TAKEN TO ECWA'S CENTRAL WFF IN CANTONMENT UNLESS OTHERWISE COORDINATED, ALLOWED, AND DICTATED BY ECWA.
- 2.2.8. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH USAGE OF COLLECTION SYSTEM STORAGE:**
- 2.2.8.1. ALTHOUGH HEAVILY DISCOURAGED, IT IS UNDERSTOOD THAT VERY BRIEF MOMENTS OF COLLECTION SYSTEM STORAGE ARE NEEDED FROM TIME TO TIME IN ORDER TO INCORPORATE BYPASS PUMPING/PIPING MEASURES. CONTRACTOR SHALL SCHEDULE SUCH MOMENTS TO VERY LOW FLOW PERIODS AND FOR VERY BRIEF PERIODS. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SEWER BACK-UPS INTO PRIVATE PROPERTIES AS A RESULT OF ITS USE OF COLLECTION SYSTEM STORAGE. CONTRACTOR IS RESPONSIBLE FOR CLEANING PORTIONS OF COLLECTION SYSTEM USED FOR STORAGE SHOULD DEPOSITION AS A RESULT OF SYSTEM STORAGE.
- 2.2.9. **MINIMUM REQUIREMENTS FOR BYPASS PUMPING/PIPING WITH OTHER MEANS AND METHODS NOT CONTAINED IN THIS SECTION**
- 2.2.9.1. OTHER BYPASS PUMPING/PIPING METHODS SYSTEMS REQUIRES REVIEW AND APPROVAL BY ECWA.
3. CONTRACTOR SHALL USE 316 SS FERROC SLEEVES WHEN CONNECTING NEW SEWER MAIN TO EXISTING SEWER MAIN.
4. CONTRACTOR SHALL COORDINATE WITH ECWA'S MANHOLE COATING CONTRACTOR SUCH THAT IMMEDIATELY AFTER MANHOLE IS SET AND PRIOR TO FLOW BEING INTRODUCTED TO MANHOLE, COATING CONTRACTOR IS ALLOWED TO APPLY COATING.
5. ADJUST ALL ECWA MANHOLES AND WATER VALVE BOXES TO FINISH GRADE IN AREAS OF PAVEMENT REPLACEMENT.
6. ALL NEW WATER LINES SHALL BE CLEANED, DISINFECTED AND BACTERIOLOGICALLY ALIGNED FOR SERVICE IN ACCORDANCE WITH THE LATEST ANMA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION RULES AND REGULATIONS.
7. ALL WATER MAINS SHALL BE NSF APPROVED FOR POTABLE WATER USE.
8. MAINTAIN 18" MIN. VERTICAL SEPARATION BETWEEN ALL POTABLE WATER MAINS AND SANITARY SEWER GRAVITY AND FORCE MAIN LINES WITH THE WATER MAIN ABOVE THE SEWER MAIN.
9. WHERE THE WATER MAIN CROSSES THE SANITARY SEWER, THE SEWER MAIN SHALL BE ENCASED IN CONCRETE FOR A DISTANCE OF 10 FEET BOTH SIDES OF THE WATER MAIN, UNLESS A MINIMUM OF 18" VERTICAL SEPARATION IS MAINTAINED WITH THE WATER MAIN ABOVE THE SEWER MAIN.
10. PVC PIPE FOR GRAVITY SANITARY SEWER IS TO BE MADE OF CLASS 11332-B COMPOUND CONFORMING TO ASTM-3034.
11. PVC PIPE FOR WATER IS TO BE ANMA C900, DR25.
12. ALL VALVE BOXES SHALL BE SET FLUSH WITH FINISHED GRADE.
13. THE TOPS OF ALL DISTURBED MANHOLES AND JUNCTION BOXES SHALL BE SET FLUSH WITH THE PAVEMENT OR, WHEN NOT IN THE PAVEMENT, FLUSH WITH FINISHED GRADE.
14. ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEWER, DRAINS AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION.
15. ALL NEW WATER AND SEWER MAINS SHALL HAVE A MINIMUM COVER OF 30 INCHES.
16. POTABLE WATER LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND COMPLY WITH ANY TESTING REQUIRED BY THE LOCAL GOVERNING AGENCY IN ADDITION TO THE TESTING REQUIREMENTS OUTLINED IN THE SPECIFICATIONS.
18. ROOF DRAINS, FOUNDATION DRAINS AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

SPECIAL NOTES:

1. THE INSTALLATION OF SHEET PILES OR OTHER SHORING SHALL NOT BE PERFORMED BY VIBRATORY OR IMPACT HAMMER MEANS.
2. THE CONTRACTOR SHALL PROVIDE THE CITY ENGINEER WITH THE PROPOSED METHOD OF SHORING/PROTECTION FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY SUPPORT, BRACING OR RELOCATION AS REQUIRED. CONTRACTOR'S BID SHALL REFLECT ANY COST(S) FOR SUCH. (TYPE, ENTER PROJECT).
4. CONTRACTORS SHALL BE RESPONSIBLE FOR IMPLEMENTING ADEQUATE AND PROPER BY-PASSES FOR STORMWATER AND SANITARY SEWER AND PROPOSED METHODS SHALL BE APPROVED BY THE CITY AND ECHO RESPECTIVELY.
5. NOW AND DURING STORM WATER STRUCTURES/PIPES SHALL BE PROFESSIONALLY CLEANED OF SEDIMENT/DEBRIS WITH VACUUM TRUCK-SYSTEM AT FINAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE BY THE CITY. CITY SHALL BE AFFORDED OPPORTUNITY TO INSPECT PROFESSIONALLY CLEANED STRUCTURES/PIPES AT A TIME IN WHICH THE PIPE IS VOID OF WATER.
6. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR AND MAINTAIN ANY/ALL NEWLY INSTALLED INFRASTRUCTURE PRIOR TO FINAL ACCEPTANCE BY THE CITY. FINAL ACCEPTANCE WILL NOT BE GRANTED UNTIL THE CITY HAS BEEN AFFORDED THE OPPORTUNITY TO PROPERLY INSPECT SAID INFRASTRUCTURE AS PART OF THE FINAL INSPECTION AT PROJECT COMPLETION.
7. NEWLY INSTALLED STORM WATER STRUCTURES/PIPES SHALL NOT BE UTILIZED AS CONTRACTOR MEANS & METHODS TO ROUTE OR COLLECT ANY WATER PRIOR TO FINAL ACCEPTANCE BY THE CITY. FINAL ACCEPTANCE WILL NOT BE GRANTED UNTIL THE CITY HAS BEEN AFFORDED THE OPPORTUNITY TO INSPECT STRUCTURES/PIPES AS PART OF THE FINAL INSPECTION AT PROJECT COMPLETION.
7. CONTRACTORS SHALL NOTE THAT THE CITY'S REVIEW OF SHOP DRAWINGS IS TO VERIFY ELEVATIONS AND DIMENSIONS AS PER THE PLANS, DURING DESIGN AND PLANS PRODUCTION, THE CITY DOES EVERYTHING POSSIBLE TO ENSURE CONSTRUCTIBILITY AND AVOID CONFLICTS, EVEN SO, AS CONSTRUCTIBILITY IS ULTIMATELY DEPENDENT ON A CONTRACTOR'S MEANS & METHODS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING CONSTRUCTABILITY PRIOR TO ORDERING ANY MATERIALS FOR THIS PROJECT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR GENERAL UPGRADE OF THE AESTHETICS OF THE JOBSITE, DEBRIS, TRASH, AND RUBBLE SHALL BE REMOVED FROM THE SITE ON A REGULAR BASIS AND GRASS/WEEDS SHALL BE REGULARLY CUT TO ENSURE THE SITE DOES NOT BECOME UNSIGHTLY AND/OR OVERGROWN.
9. CONTRACTOR SHALL INSTALL AND PROPERLY MAINTAIN A DOUBLE-NOW OF TURBIDITY CURTAINS IN BAYOU TRENCH AT THE 19TH AND 20TH AVE. STORMWATER OUTFALLS PRIOR TO ANY DECAUTION OR CONSTRUCTION WORK SEE DETAIL.
11. THE CITY OF PENSACOLA RESERVES THE RIGHT TO BE RESPONSIBLE FOR ALL OUTSIDE MAINTENANCE AND/OR CORRESPONDENCE REGARDING THIS PROJECT. THE CONTRACTOR AGREES THAT HE SHALL NEITHER INITIATE NOR REQUEST ANYONE REQUESTING DETAILS ABOUT THIS PROJECT. SHOULD THE CONTRACTOR BE APPROACHED, THE CITY OF PENSACOLA WILL PROVIDE PERSONAL ON THE JOBSITE TO WHOM THE CONTRACTOR SHALL DIRECT THESE INQUIRIES. THE CITY OF PENSACOLA MAY IMPOSE A \$500.00 FINE TO THE CONTRACTOR FOR EACH OCCURRENCE IN WHICH THIS AGREEMENT IS NOT COMPLIED WITH.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMISSION OF THEIR EXCAVATION, SHORING, AND DECAUTION PLAN TO THE CITY OF PENSACOLA FOR APPROVAL. THIS SHALL INCLUDE SUBMITTAL OF AN IFEP-APPROVED FILLS PERMIT.
13. NO TURBID WATER SHALL BE DISCHARGED FROM THIS JOBSITE. CONTRACTOR SHALL BE RESPONSIBLE FOR FILTERING, SETTLING, AND/OR REMOVAL OF TURBIDITY OF WATER THROUGH MEANS APPROVED BY THE CITY OF PENSACOLA.
14. REGARDLESS OF THE SOURCE, THE CONTRACTOR IS RESPONSIBLE FOR PREVENTION OF DAMAGE TO ANY EXISTING OR INSTALLED INFRASTRUCTURE WITHIN THE BOUNDARIES OF THIS JOBSITE AND SHALL REPAIR/REPLACE ANY DAMAGE AT HIS OWN COST.

PROJECT SPECIFIC NOTES

1. ALL CONSTRUCTION ASSOCIATION WITH INSTALLATION OF STORM STRUCTURES AND PIPE SHALL COMPLY WITH THE CITY OF PENSACOLA STORM AND SEWER SPECIFICATIONS.
2. ALL OPENINGS FOR STORMWATER PIPES SHALL BE PROVIDED WITH A MINIMUM 12" CONCRETE COLLAR OUTSIDE OF THE MANHOLE.
3. ALL PIPE JOINTS TO BE WRAPPED WITH A NON-WOVEN FILTER FABRIC BEFORE BACKFILL ACTIVITIES.



BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: HD				
DRAWN BY: RGG				
CHK'D BY: MOL				
PROJ. MGR: MDL				
DATE: JAN 2021				
NOT RELEASED FOR CONSTRUCTION BY: _____ DATE: ____/____/____				

GENERAL NOTES

G-001

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449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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CENTURY LINK 2425 NORTH MCKENZIE STREET FOLEY, AL 36535	TEL:(251) 952-5100 FAX:(251) 971-1856
SPRINT 10 EAST DRURY KISSIMMEE, FL 34744	TEL:(407) 932-1560 FAX:(407) 932-0489
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LEGEND

	EXISTING CONTOUR W/ELEVATION		EXISTING TELEPHONE PEDESTAL
	FINISHED CONTOUR W/ELEVATION		EXISTING SANITARY MANHOLE
	BENCH-MARK		EXISTING STORM MANHOLE
	EXISTING SANITARY SEWER MAIN		EXISTING WATER VALVE
	EXISTING WATER MAIN		EXISTING MAILBOX
	EXISTING OVERHEAD ELECTRIC		FINISHED SPOT GRADE
	EXISTING GAS MAIN		EXISTING TREE TO BE REMOVED
	EXISTING FENCE		SILT FENCE
	NEW FENCE		DRAINAGE FLOW DIRECTION
	TO BE REMOVED		PALM TREE
	PAVEMENT AND BASE TO BE REMOVED		PINE TREE
	DRIVEWAY TO BE REMOVED		OAK TREE
	EXISTING POWER POLE & GUY WIRE		
	EXISTING FIRE HYDRANT (FH)		
	EXISTING WATER METER		

NOTES:

1. ALL WATER SYSTEM RELOCATIONS SHALL BE IN ACCORDANCE WITH ECUA ENGINEERING MANUAL, LATEST EDITION.
2. WATER SERVICE LINES TO INDIVIDUAL RESIDENCES WILL BE IMPACTED SERVICE LINE MUST BE RECONNECTED IMMEDIATELY AFTER DAMAGE OR RELOCATION, REPAIRS AND RELOCATIONS SHALL BE IN ACCORDANCE WITH ECUA ENGINEERING MANUAL, LATEST EDITION.

BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: HB				
DRAWN BY: RGS				
CHK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JAN 2021				

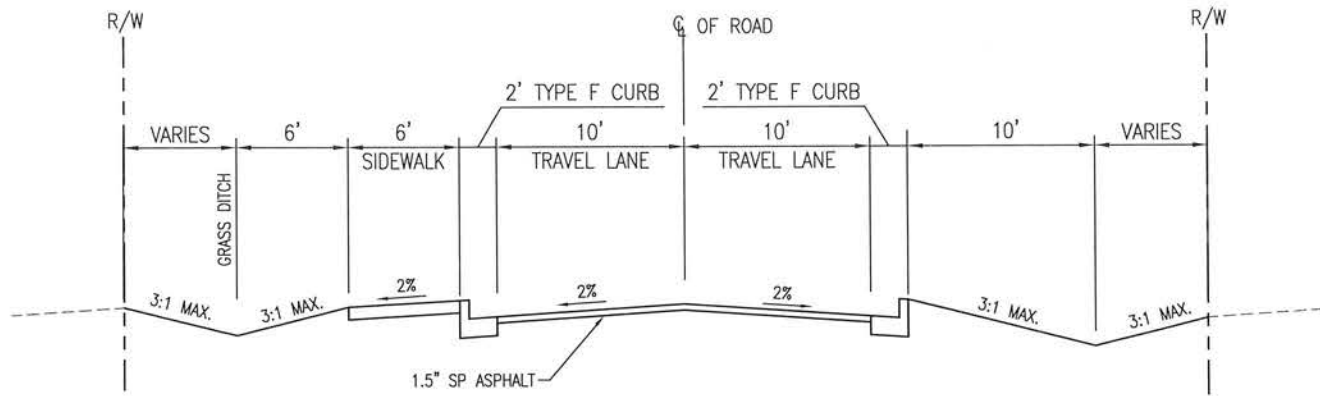
UTILITY CONTACTS
& LEGEND

G-002

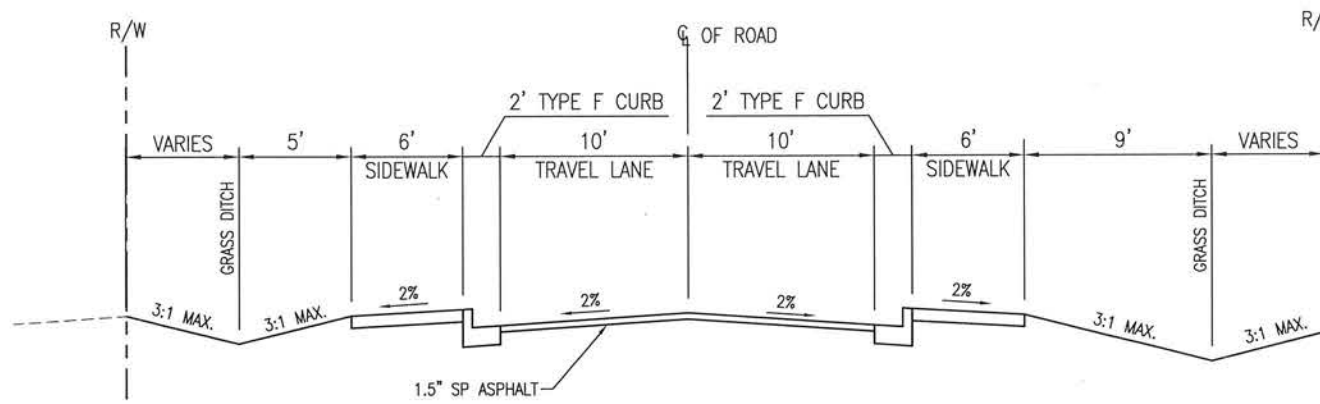
BASKERVILLE-DONOVAN, INC.
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ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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FL Reg. Engineer #88863

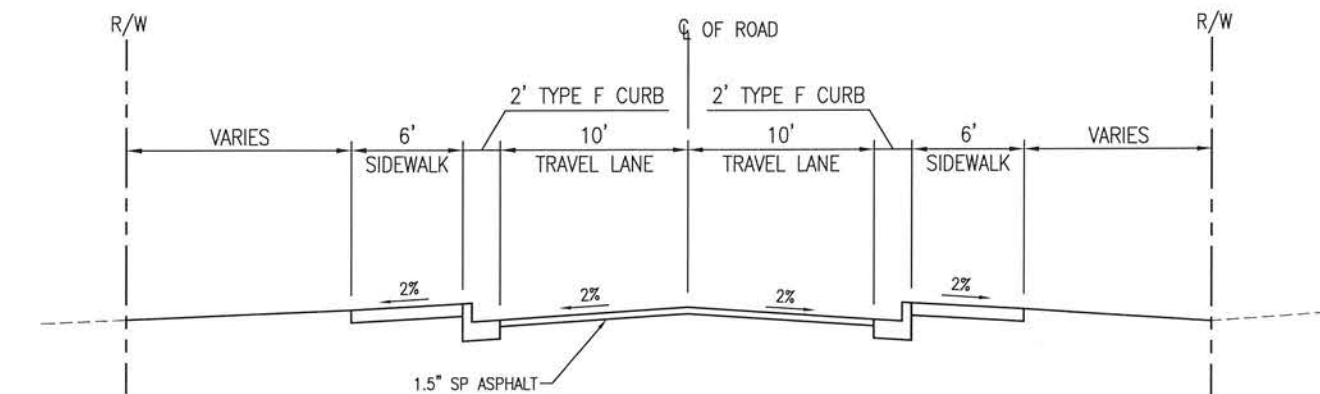
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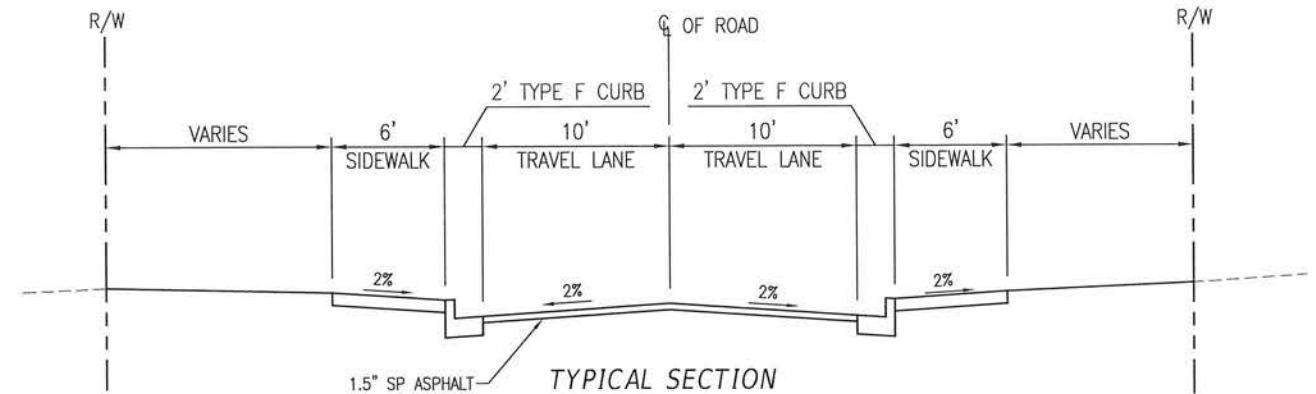
TYPICAL SECTION
STA 12+56 TO STA 16+46
NOT TO SCALE



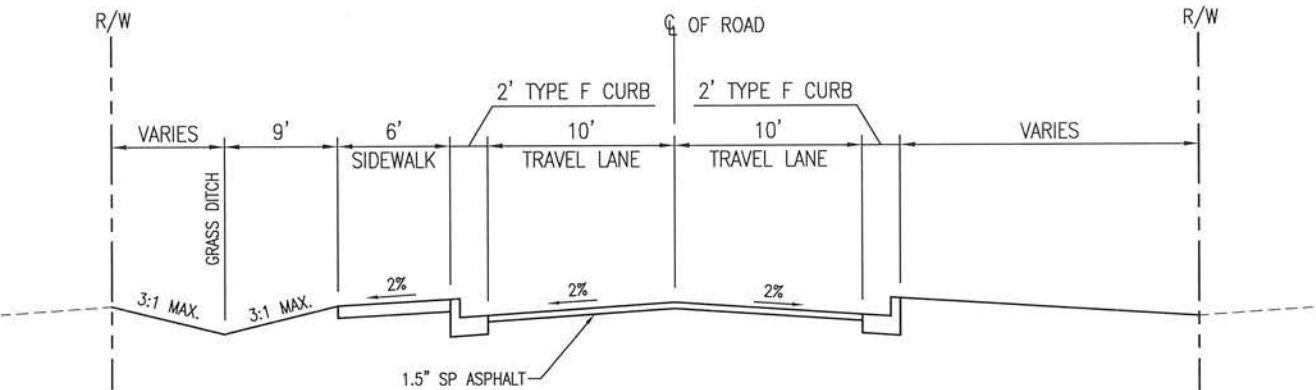
TYPICAL SECTION
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NOT TO SCALE



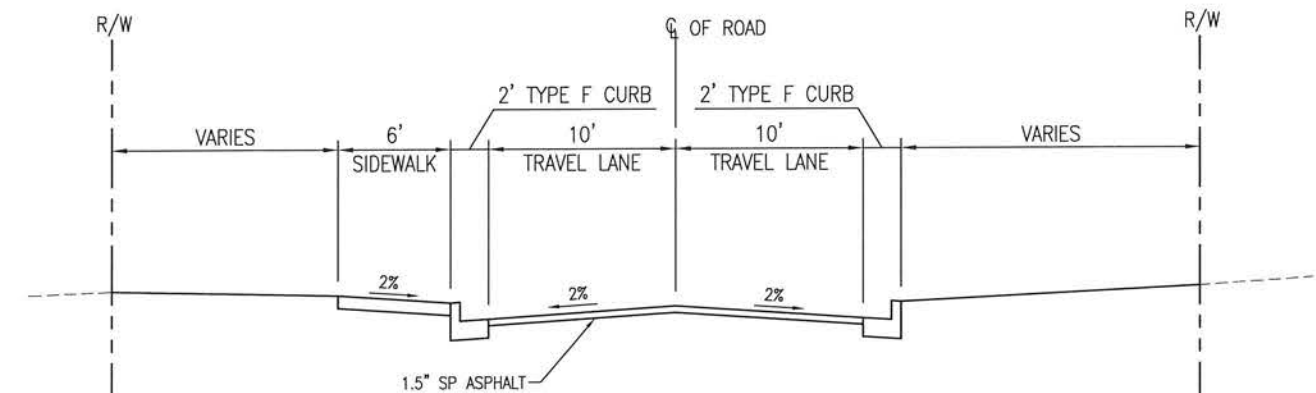
TYPICAL SECTION
STA 28+79 TO STA 30+94
NOT TO SCALE



TYPICAL SECTION
STA 31+76 TO STA 33+66
SIDEWALK LT SIDE ONLY STA 34+36 TO 39+87
SIDEWALK LT SIDE ONLY STA 40+50 TO 44+25
NOT TO SCALE

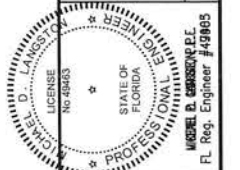


TYPICAL SECTION
STA 45+73 TO STA 52+91
NOT TO SCALE



TYPICAL SECTION
STA 52+91 TO STA 57+20
NOT TO SCALE

BASKERVILLE-DONOVAN, INC.
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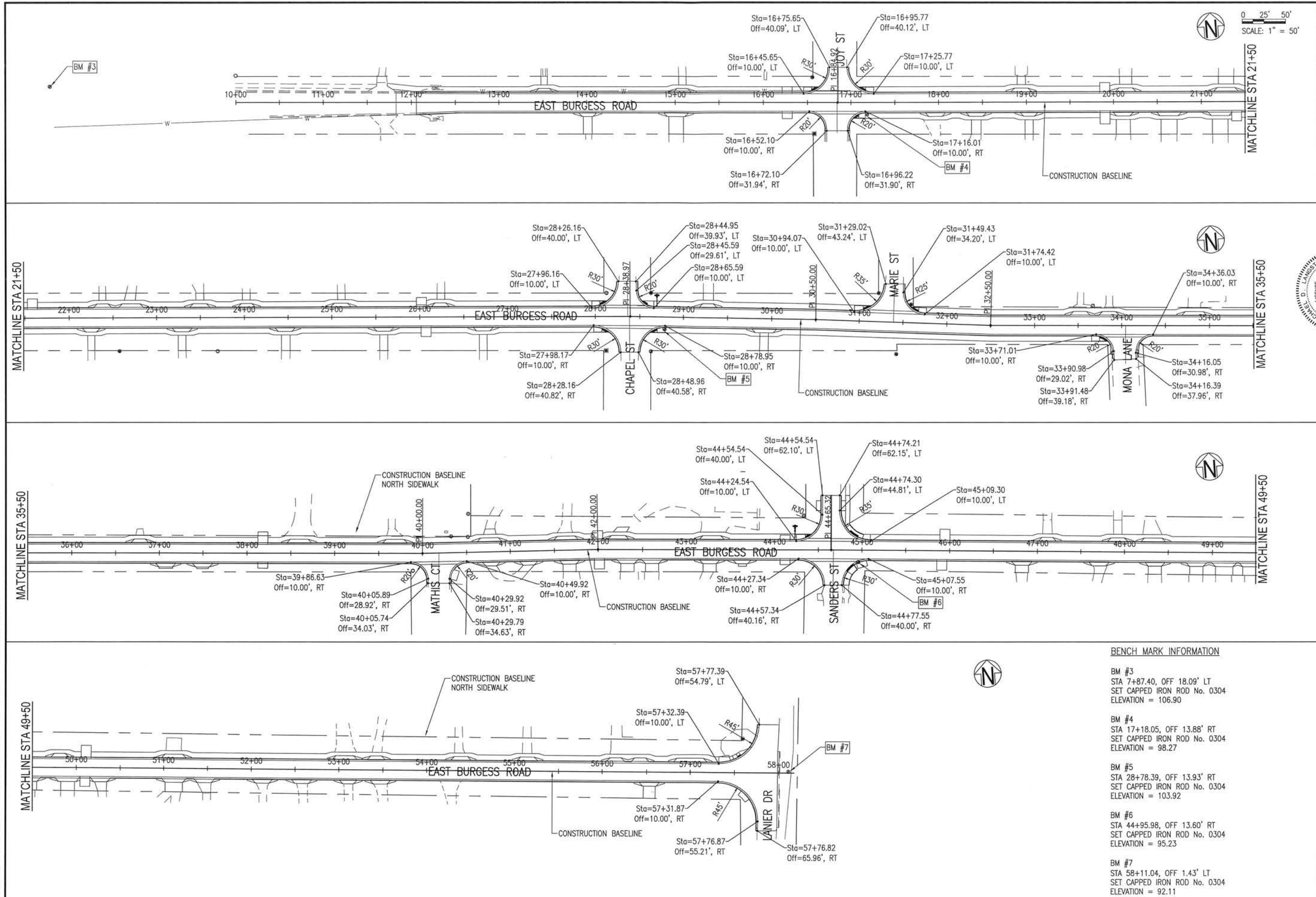
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION TAKEN
DESIGNED BY:	RPG				
DRAWN BY:	RPG				
CHK'D BY:					
PROJ. MGR:	MDL				
DATE:	JAN 2021				

TYPICAL SECTIONS

G-003

E:\DWG\243\24323.02\C-100 ControlPlan.dwg, Jan 12, 2021 - 8:38:56AM, rgeiger



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861
ENGINEERING BUSINESS: EB-0000340
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**BURGESS ROAD
SIDEWALK DESIGN**

NO.	DATE	APPR.	REVISION/ACTION TAKEN
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

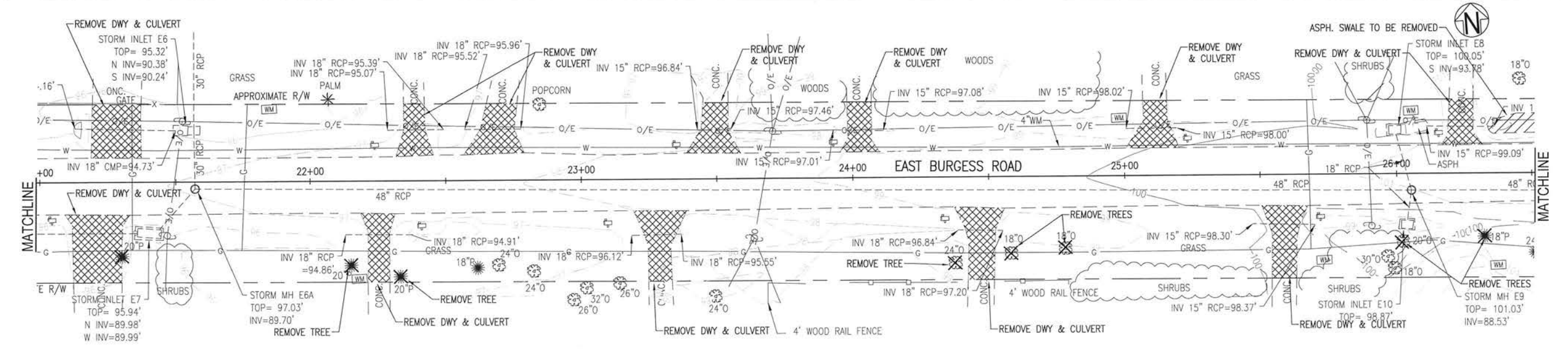
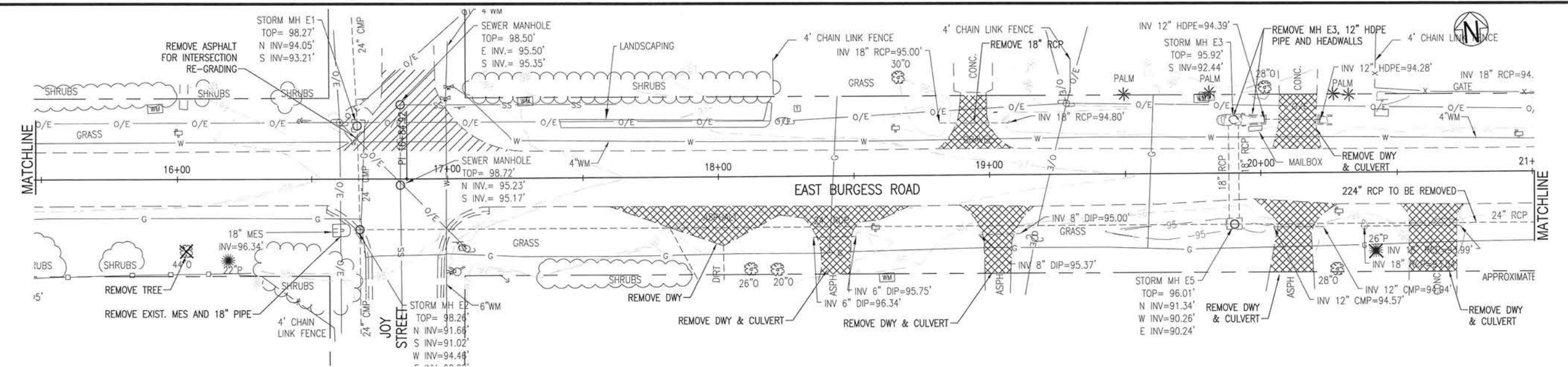
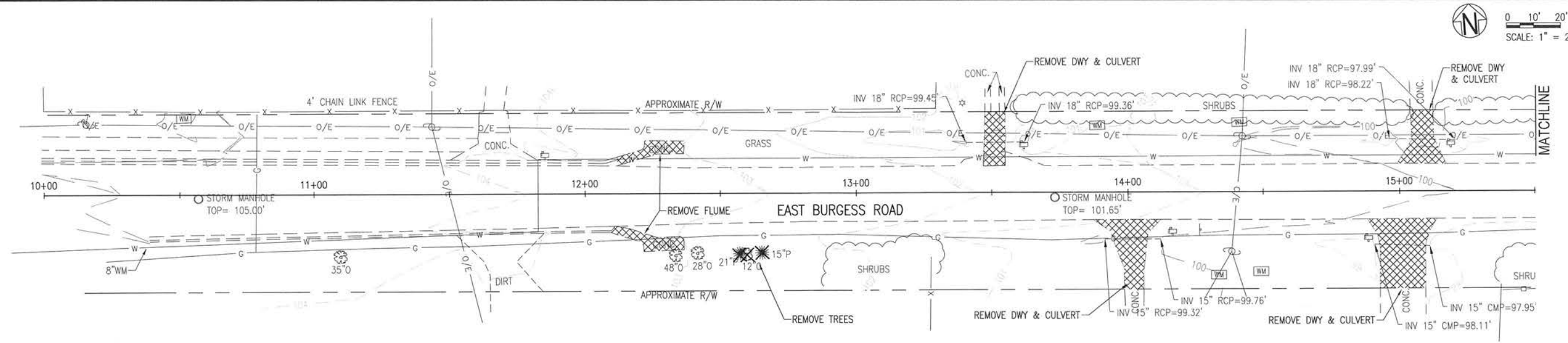
CONTROL PLAN

PROJECT NO.	DESIGNED BY	DRAWN BY	CHK'D BY	PROJ. MGR.	DATE
24323.02	HB	RG	MDL	MDL	JAN 2021

NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____

C-100

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BASKERVILLE-DONOVAN, INC.
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449 W. MAIN ST. PENSACOLA, FL 32502 (850)438-6661
ENGINEERING BUSINESS EB-000040
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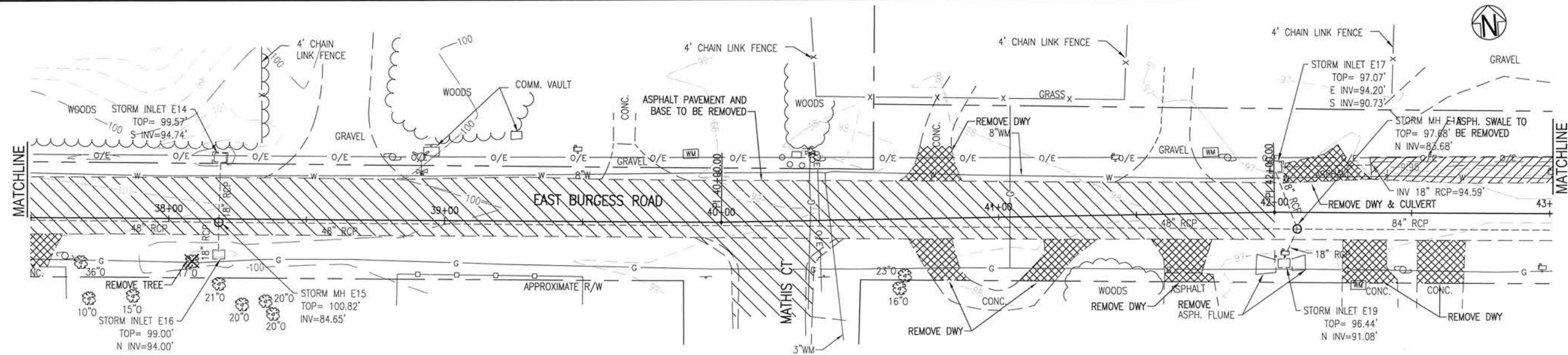
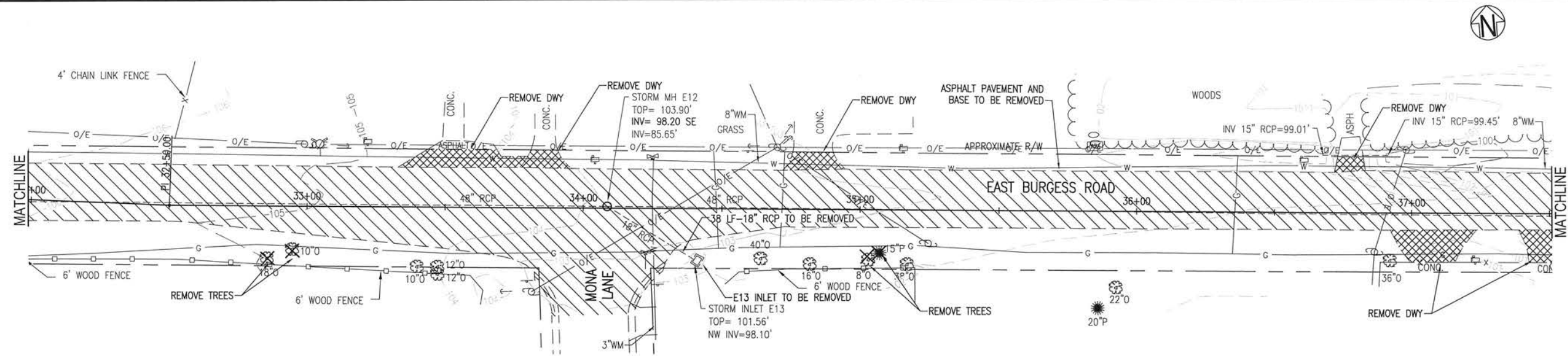
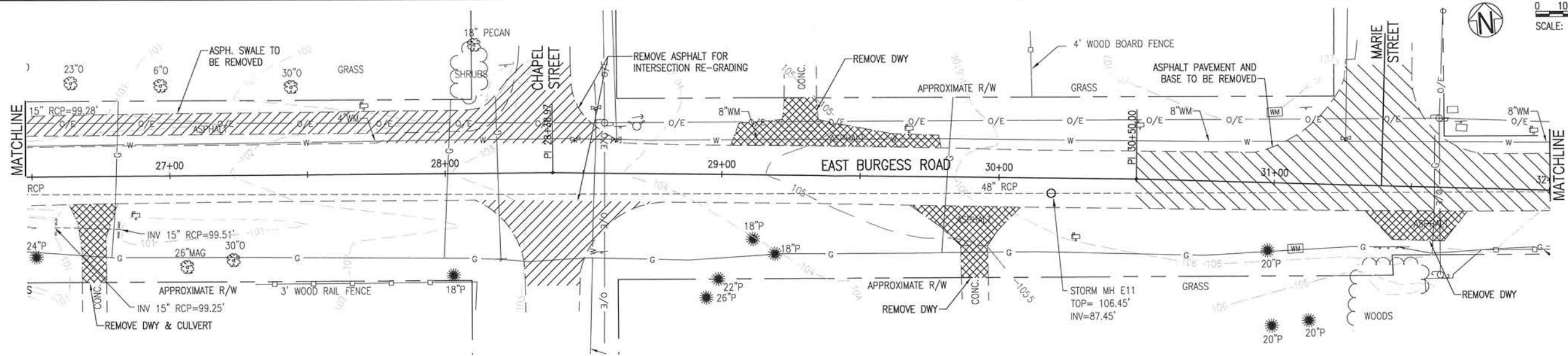
Michael D. Linscott, P.E.
FL Reg. Engineer #49493

BURGESS ROAD
SIDEWALK DESIGN

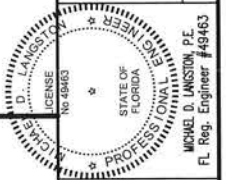
NO.	DATE	APPR.	REVISION / ACTION TAKEN

**EXISTING CONDITIONS,
DEMOLITION & EROSION
CONTROL PLAN**

C-101



0 10' 20'
SCALE: 1" = 20'



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Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-8661
ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Noble

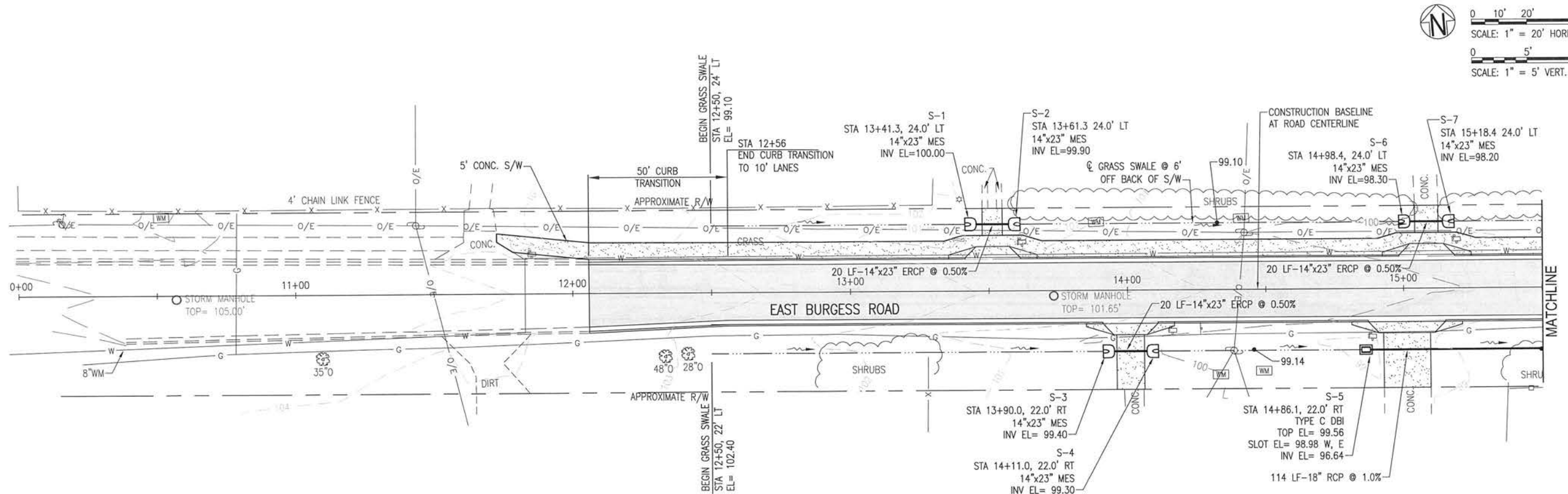
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**BURGESS ROAD
SIDEWALK DESIGN**

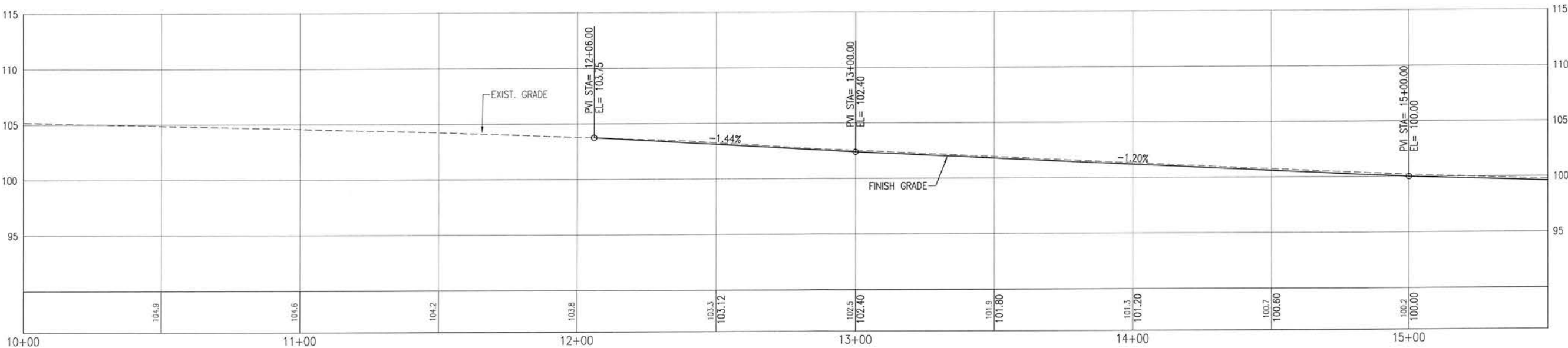
PROJECT NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02			
DESIGNED BY:			
DRAWN BY: RGG			
CHECKED BY:			
PROJECT MGR: MDL			
DATE: JAN 2021			

**EXISTING CONDITIONS,
DEMOLITION & EROSION
CONTROL PLAN**

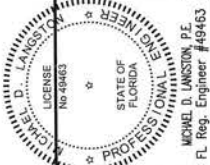
C-102



NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C



LEGEND:
MOD. MODIFIED
S/W SIDEWALK
MES MITERED END SECTION
DBI DITCH BOTTOM INLET
C&G CURB & GUTTER
FG FOREGROUND
BG BACKGROUND



BURGESS ROAD
SIDEWALK DESIGN

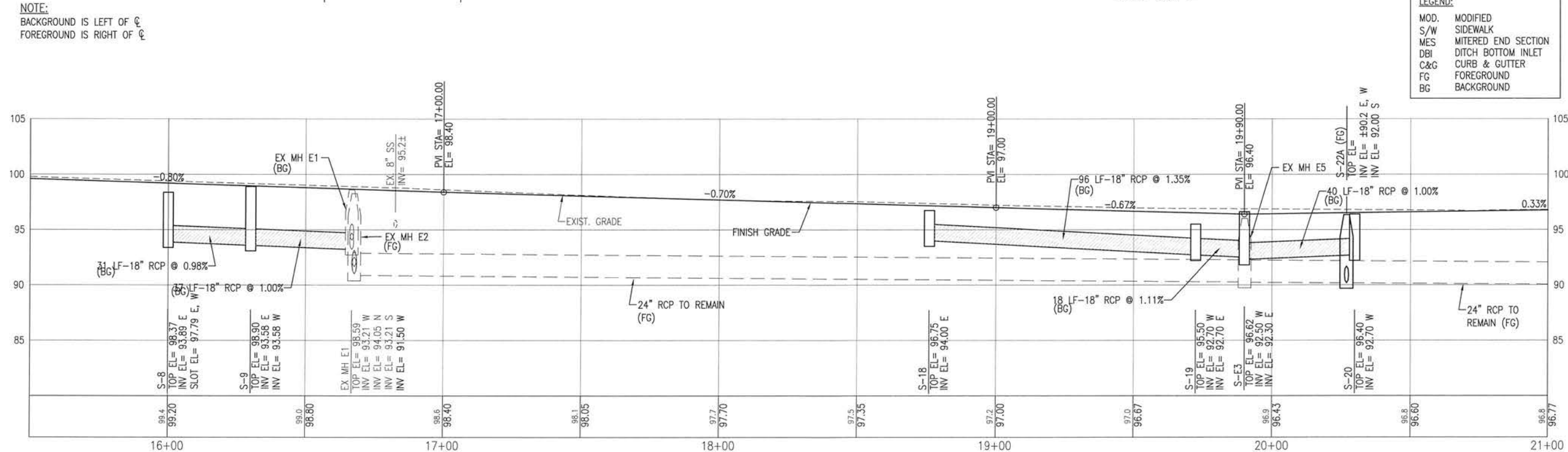
PROJECT NO.	DESIGNED BY	DRAWN BY	CHK'D BY	PROJ. MGR.	DATE
24323.02	RG	RG			

NO.	DATE	APPR.	REVISION/ACTION TAKEN

ROADWAY IMPROVEMENTS
PLAN & PROFILE

C-104

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
48 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS EB-0000940
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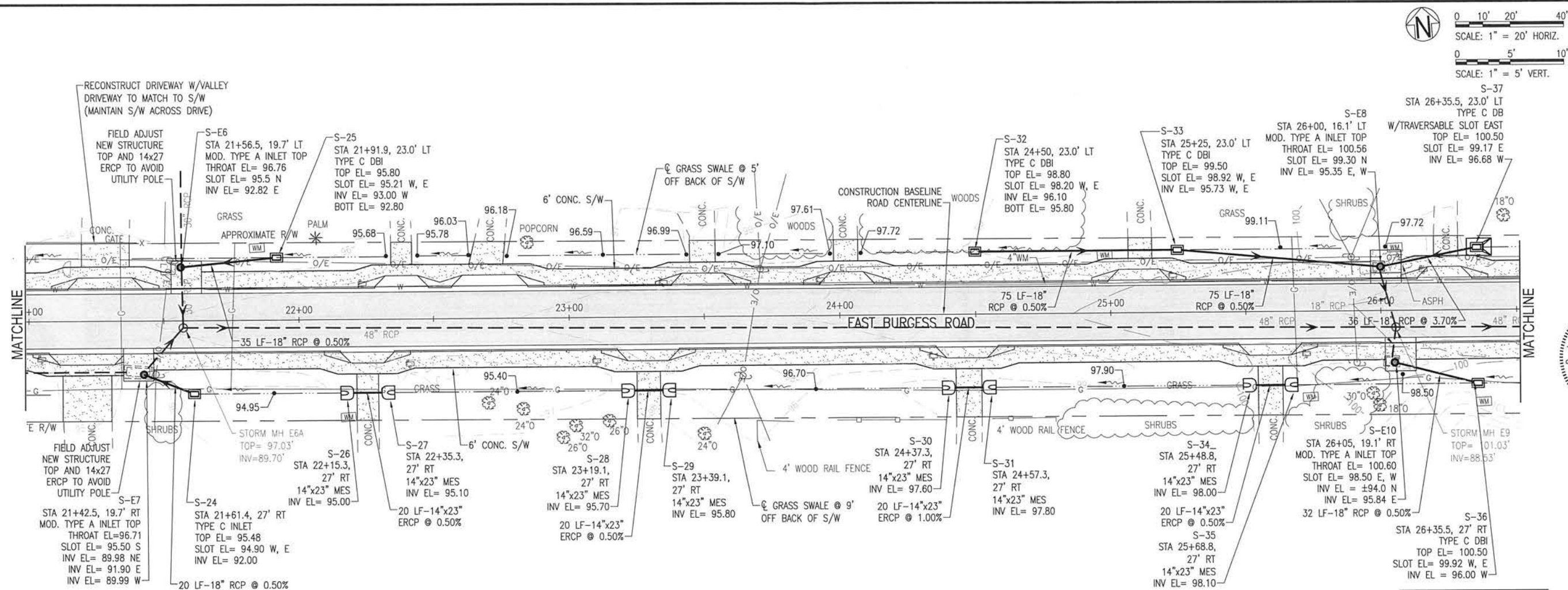


The seal is circular with a double-lined border. The outer ring contains the text "MICHAEL D. LANGSTON, P.E." at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by stars. The inner circle contains the text "STATE OF FLORIDA" and "LICENSE No. 49463".

BURGESS ROAD
SIDEWALK DESIGN

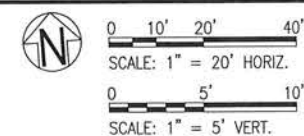
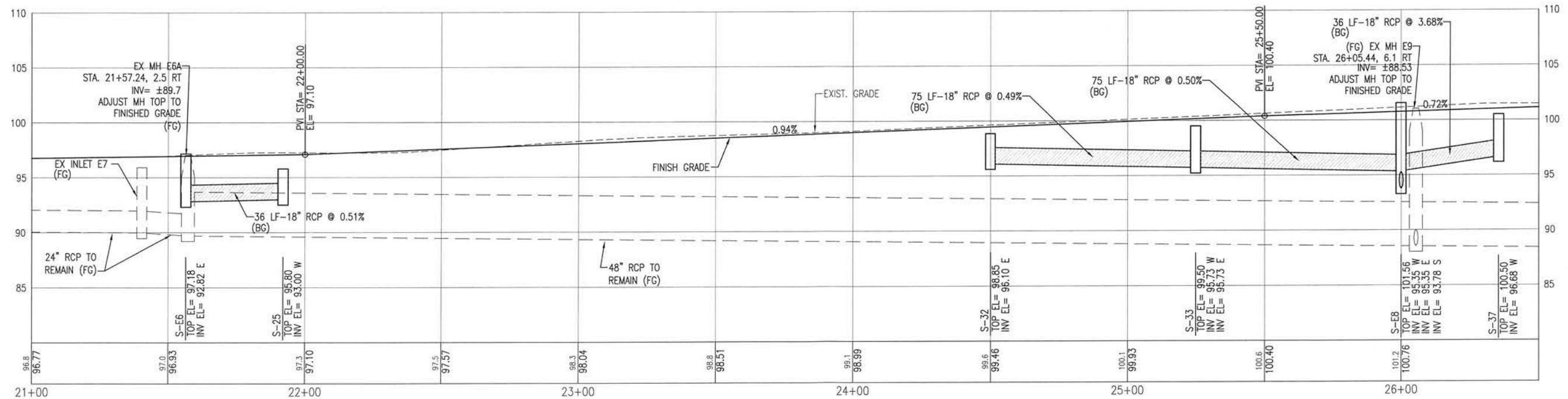
ROADWAY IMPROVEMENTS PLAN & PROFILE

C-105



LEGEND:

MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND



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ENGINEERING BUSINESS: EB-0000340
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PROJECT NO: 24323.02
DESIGNED BY: RGG
DRAWN BY: RGG
CHK'D BY:
PROJ. MGR: MDL
DATE: JAN 2021

NO. DATE APPR. REVISION/ACTION TAKEN

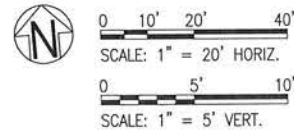
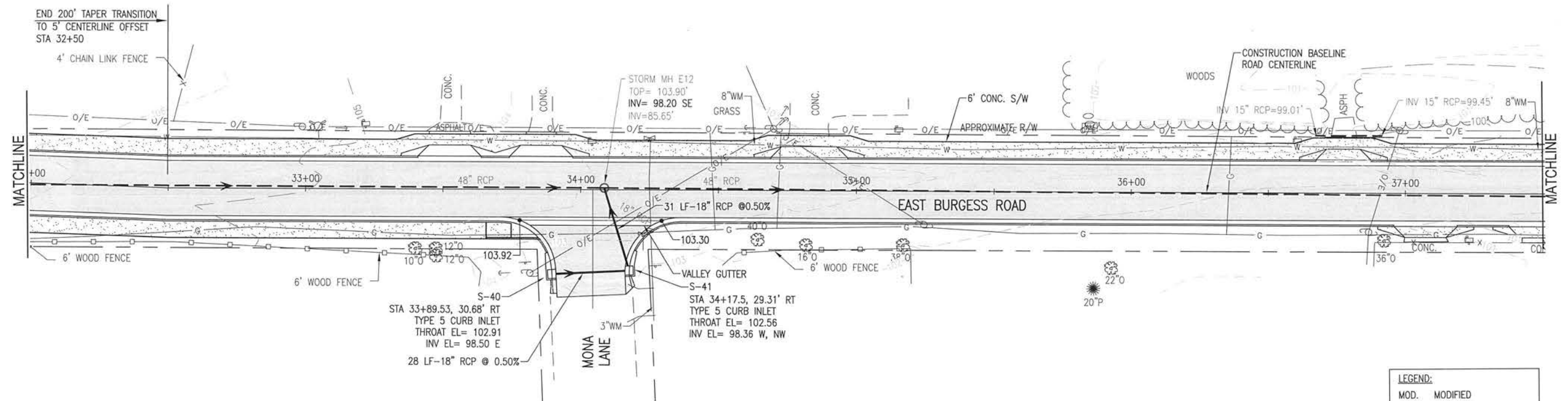
ROADWAY IMPROVEMENTS
PLAN & PROFILE

C-106

BURGESS ROAD
SIDEWALK DESIGN

NOT RELEASED FOR CONSTRUCTION BY DATE

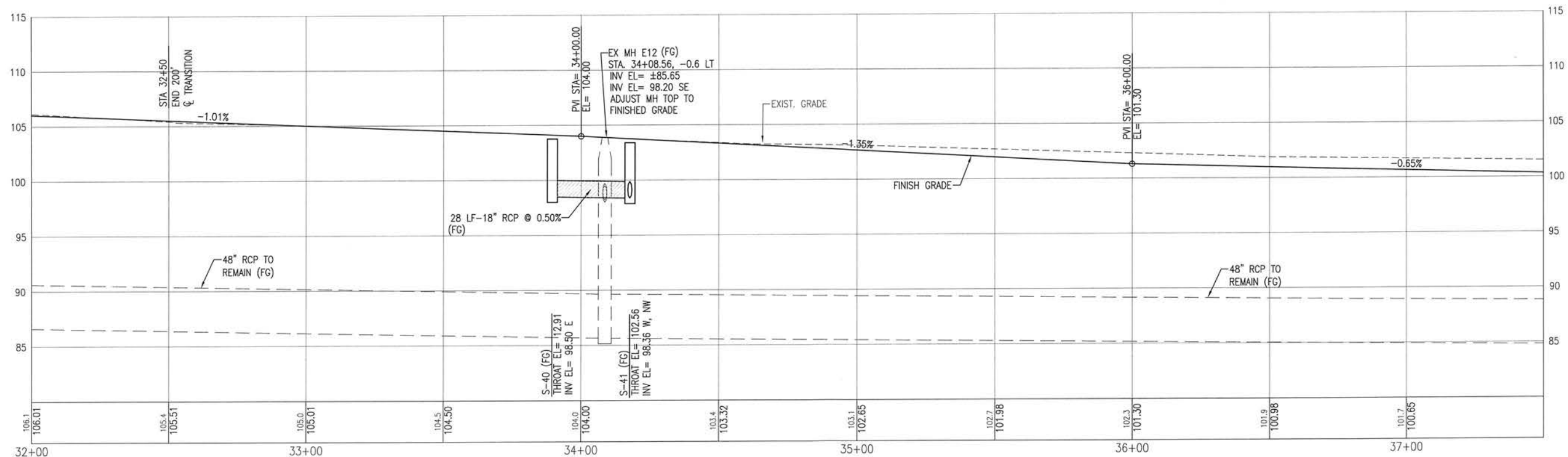
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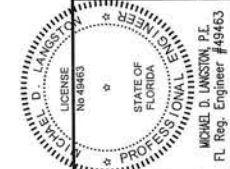
NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C

LEGEND:

MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
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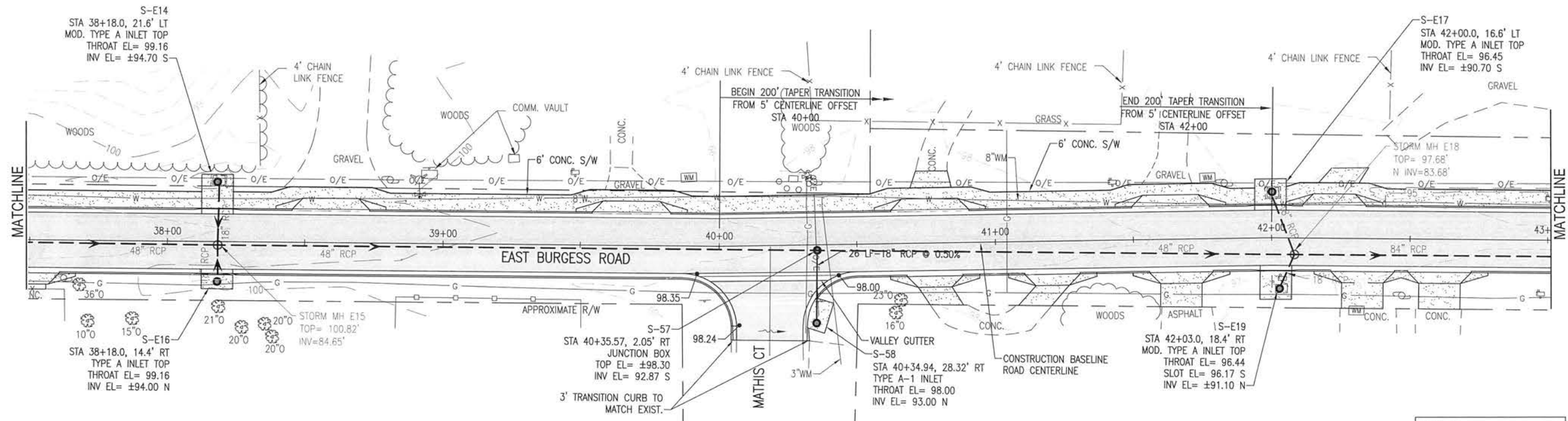
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

**ROADWAY IMPROVEMENTS
PLAN & PROFILE**

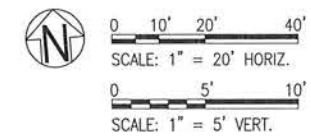
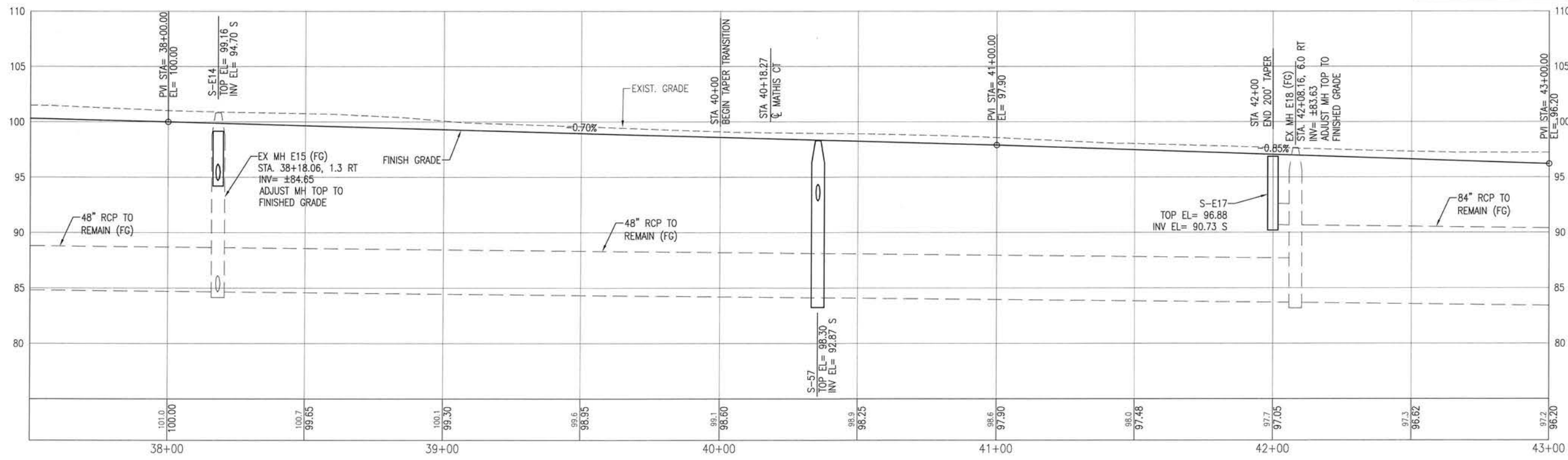
C-108

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- LEGEND:
- MOD. MODIFIED
 - S/W SIDEWALK
 - MES MITERED END SECTION
 - DBI DITCH BOTTOM INLET
 - C&G CURB & GUTTER
 - FG FOREGROUND
 - BG BACKGROUND

NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C



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Innovative Infrastructure Solutions
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ENGINEERING BUSINESS: EB-0000340
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Michael D. Lunsford, P.E.
FL Reg. Engineer #49463

BURGESS ROAD
SIDEWALK DESIGN

NO.	DATE	APPR.	REVISION / ACTION TAKEN

PROJECT NO: 24323.02

DESIGNED BY: RGG

DRAWN BY: RGG

CHK'D BY: MCL

PROJ. MGR: MCL

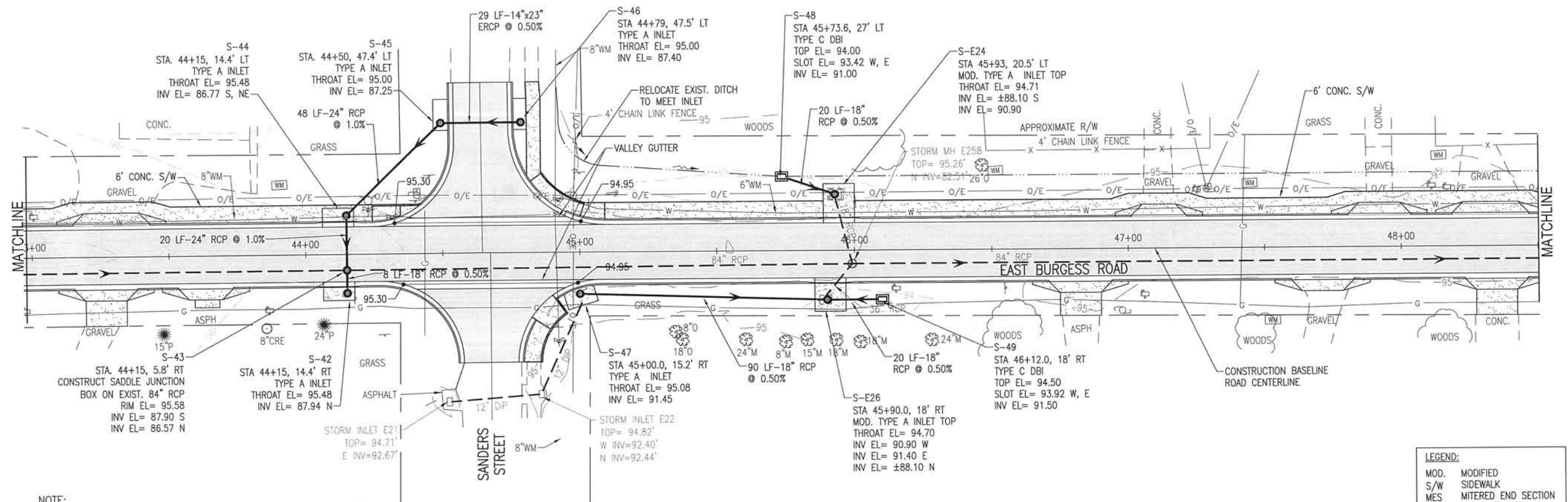
DATE: JAN 2021

NOT RELEASED FOR CONSTRUCTION BY: DATE:

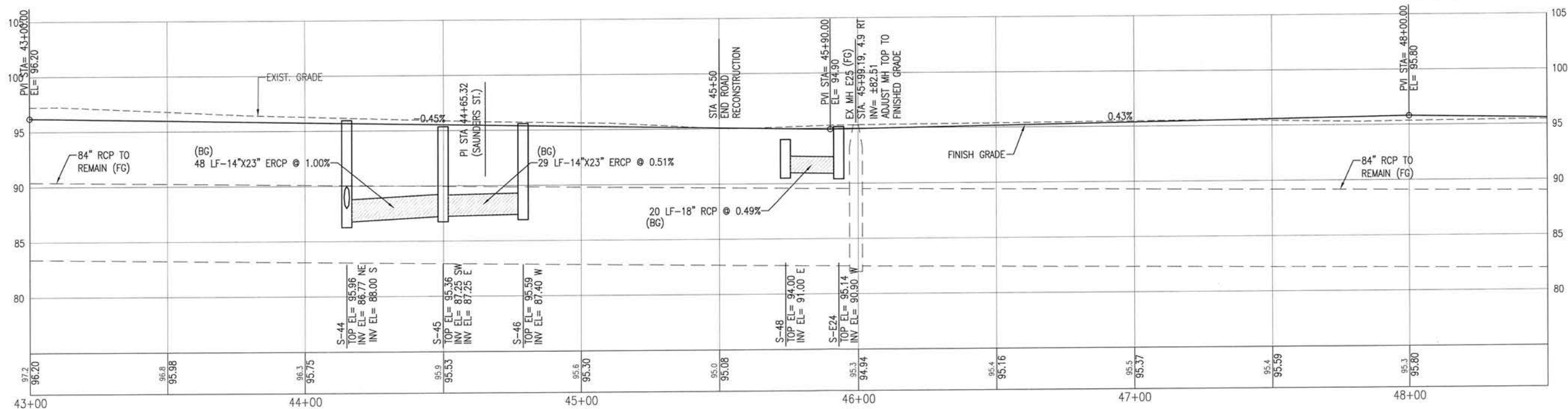
ROADWAY IMPROVEMENTS
PLAN & PROFILE

C-109

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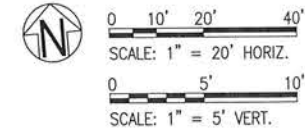


NOTE:
BACKGROUND IS LEFT OF C
FOREGROUND IS RIGHT OF C



LEGEND:

MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND



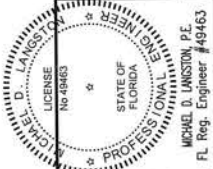
BURGESS ROAD
SIDEWALK DESIGN

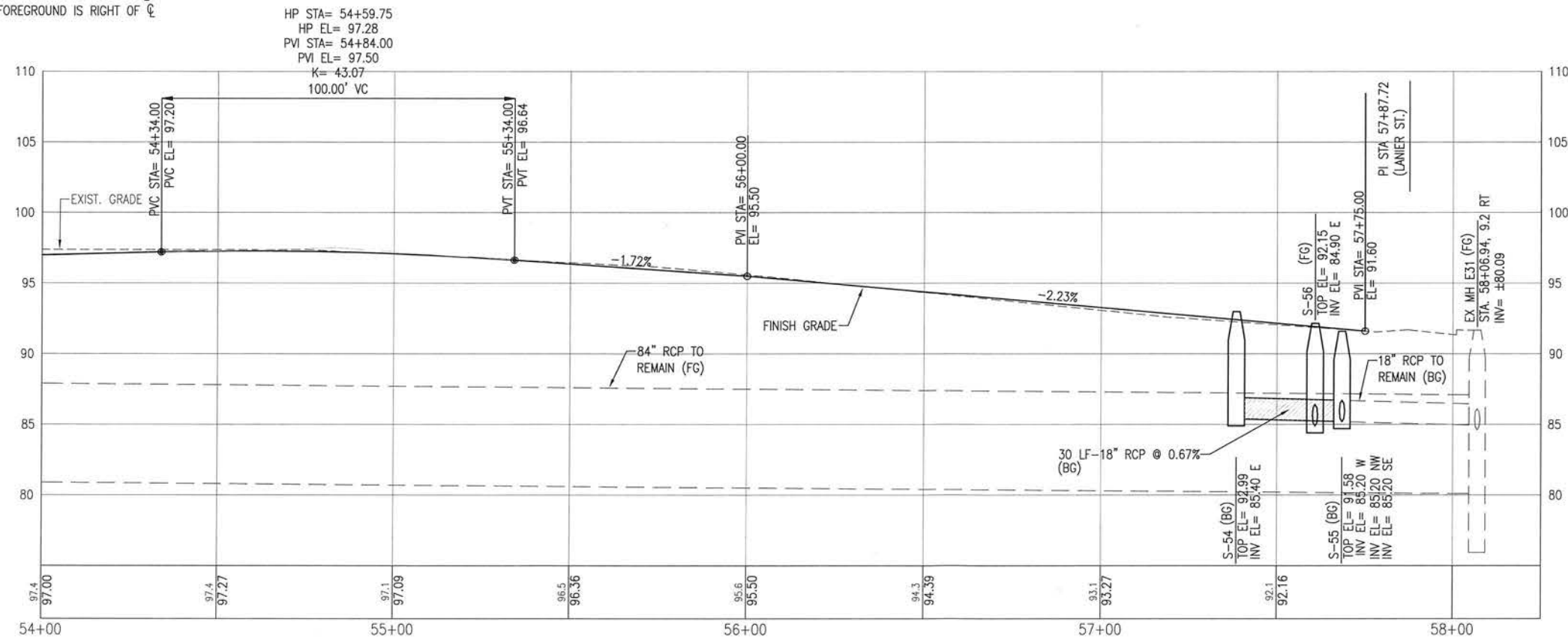
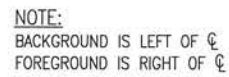
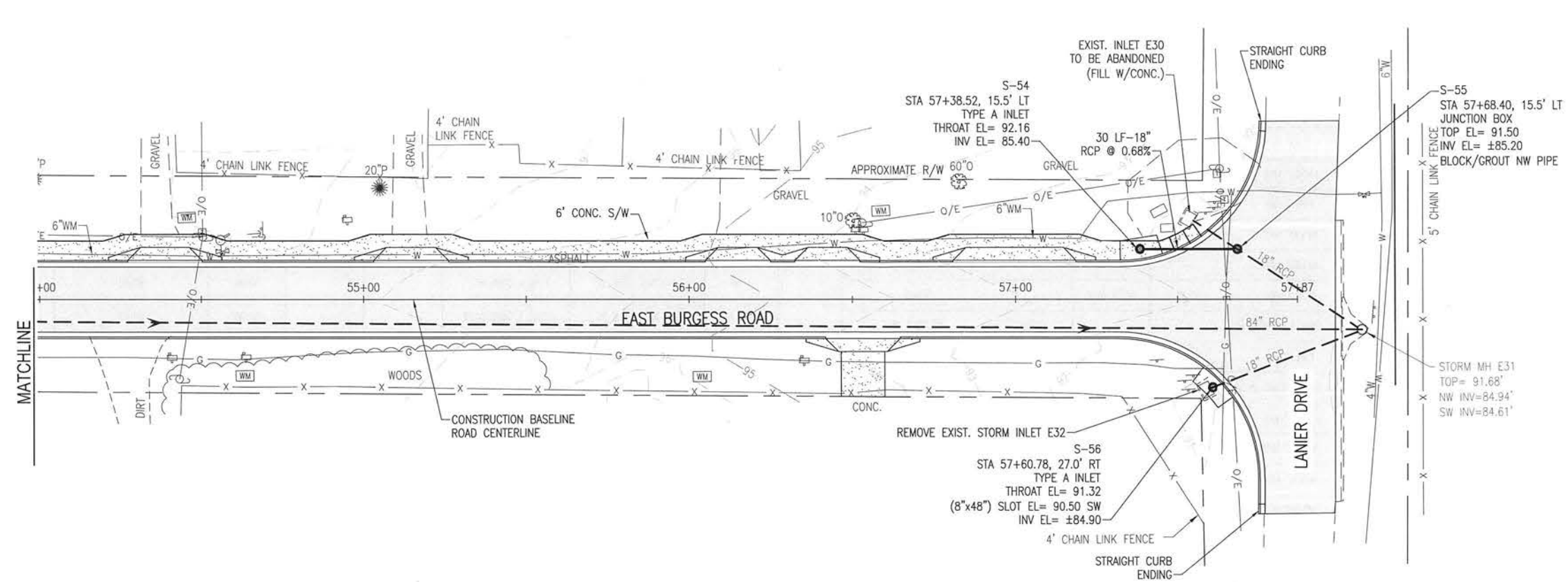
PROJECT NO.	24323.02
DESIGNED BY:	RG
DRAWN BY:	RG
CHK'D BY:	MOL
PROJ. MGR:	MOL
DATE:	JAN 2021
NO.	
DATE	
APPR.	
REVISION/ACTION TAKEN	

ROADWAY IMPROVEMENTS
PLAN & PROFILE

C-110

BASKERVILLE-DONOVAN, INC.
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LEGEND:

MOD.	MODIFIED
S/W	SIDEWALK
MES	MITERED END SECTION
DBI	DITCH BOTTOM INLET
C&G	CURB & GUTTER
FG	FOREGROUND
BG	BACKGROUND

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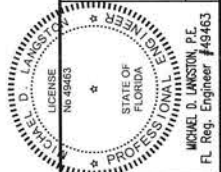
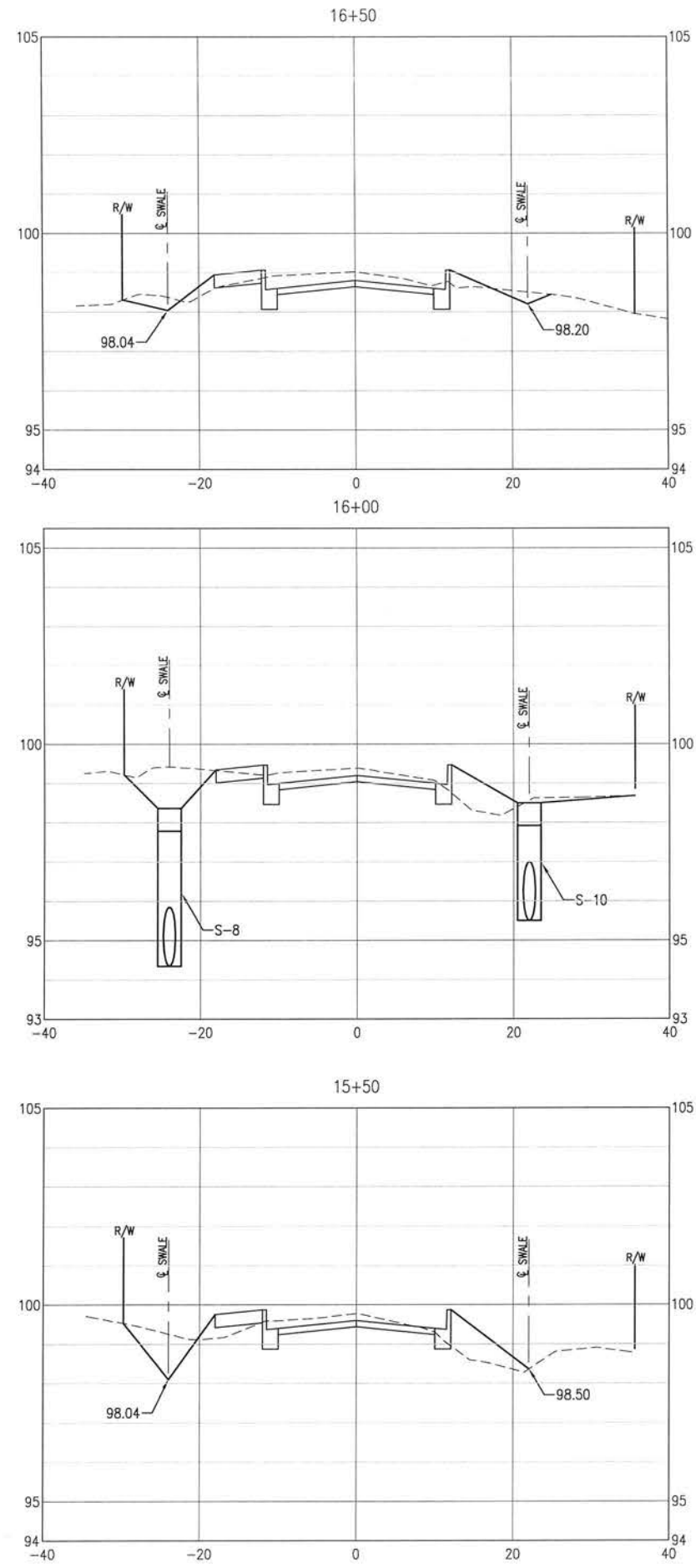
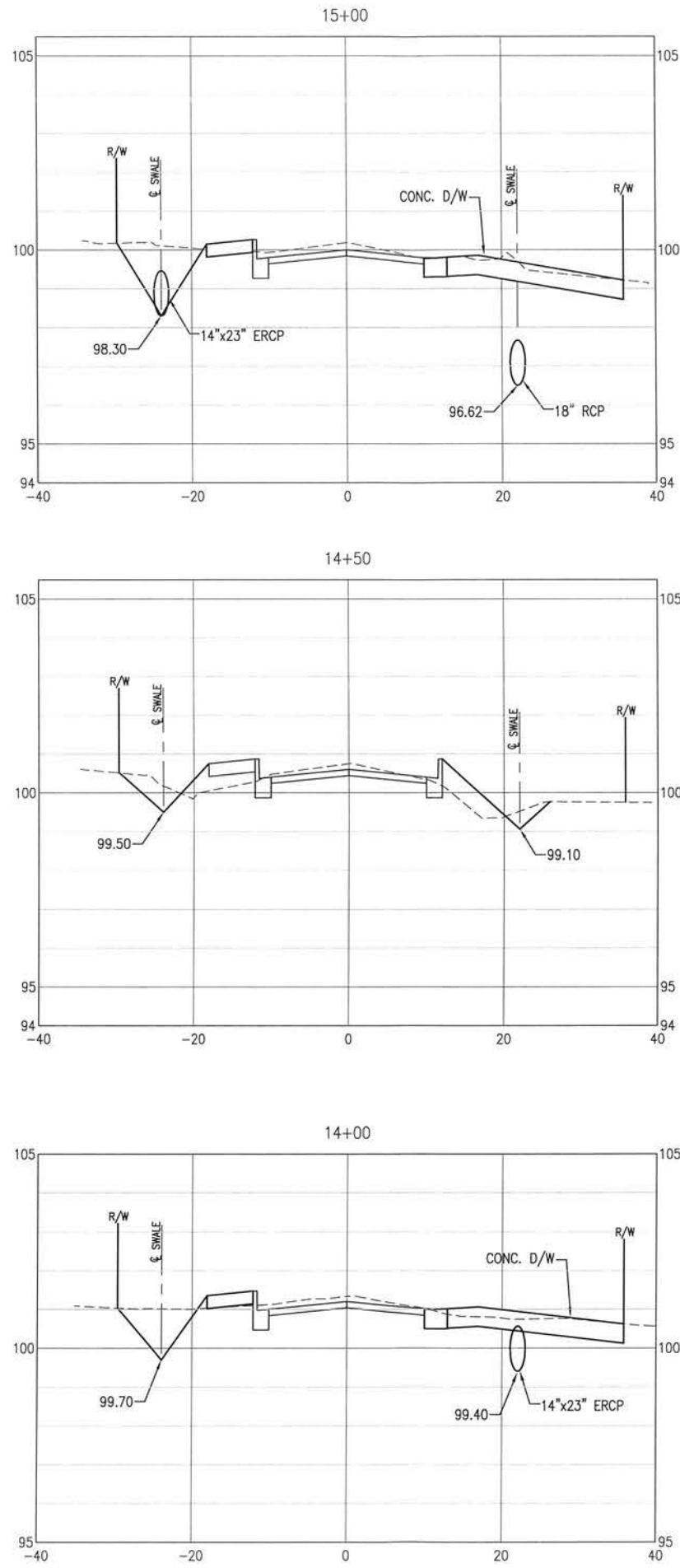
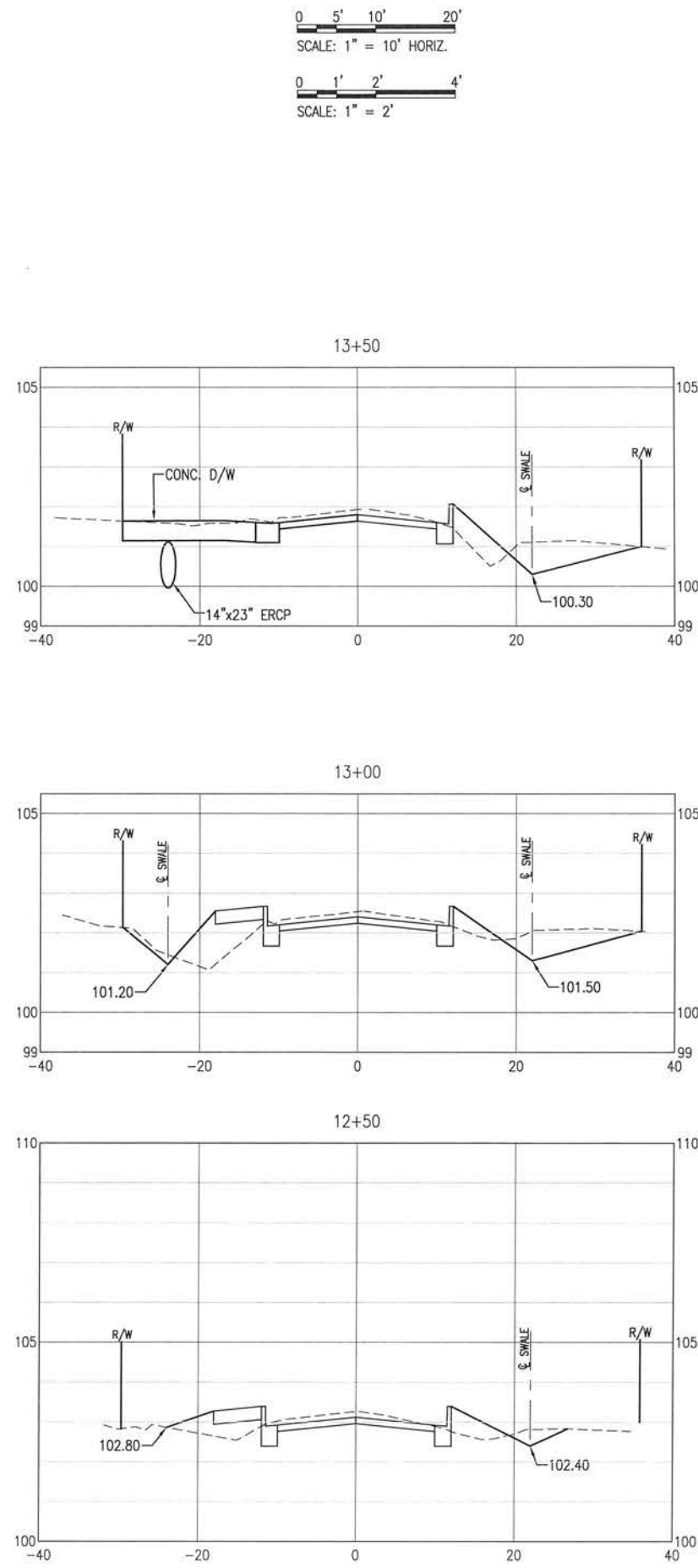
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BURGESS ROAD
SIDEWALK DESIGN

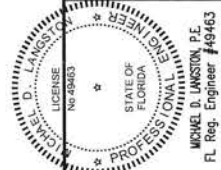
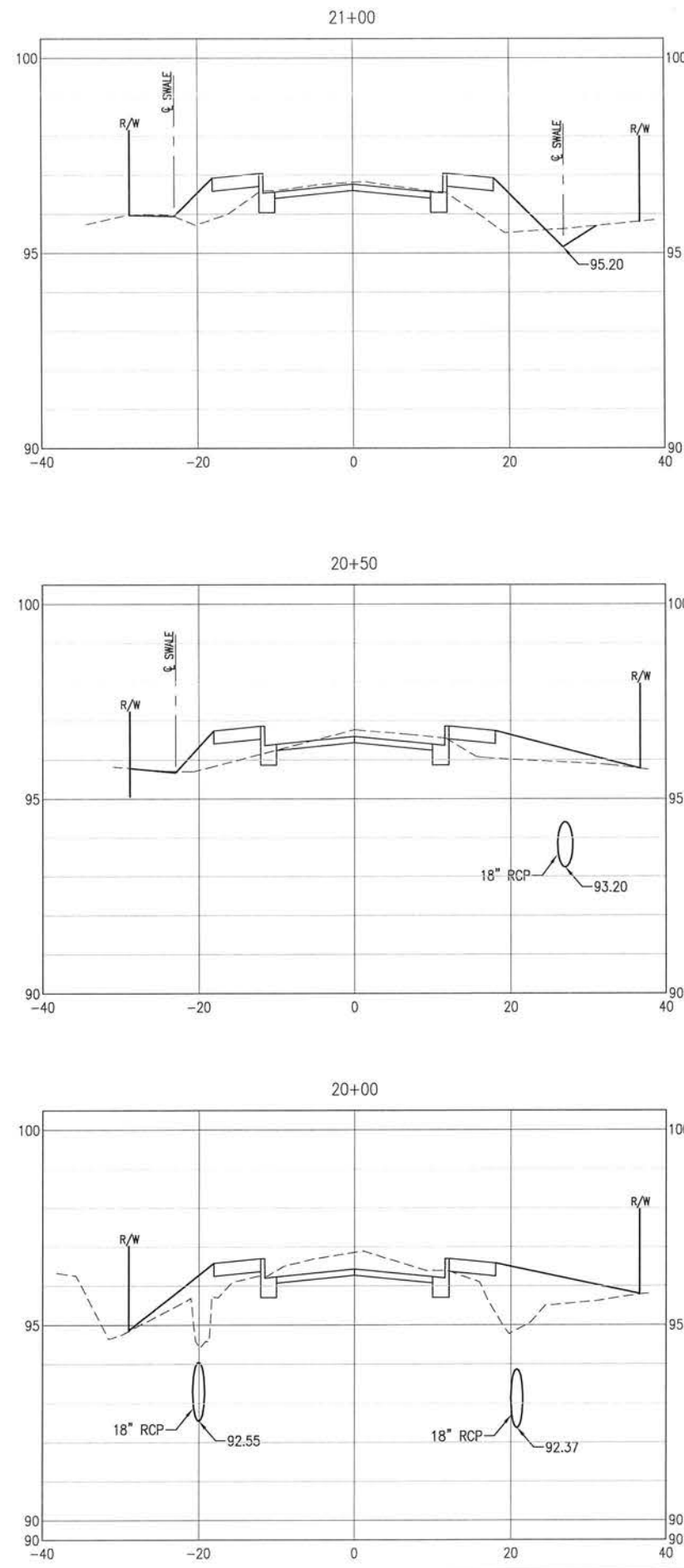
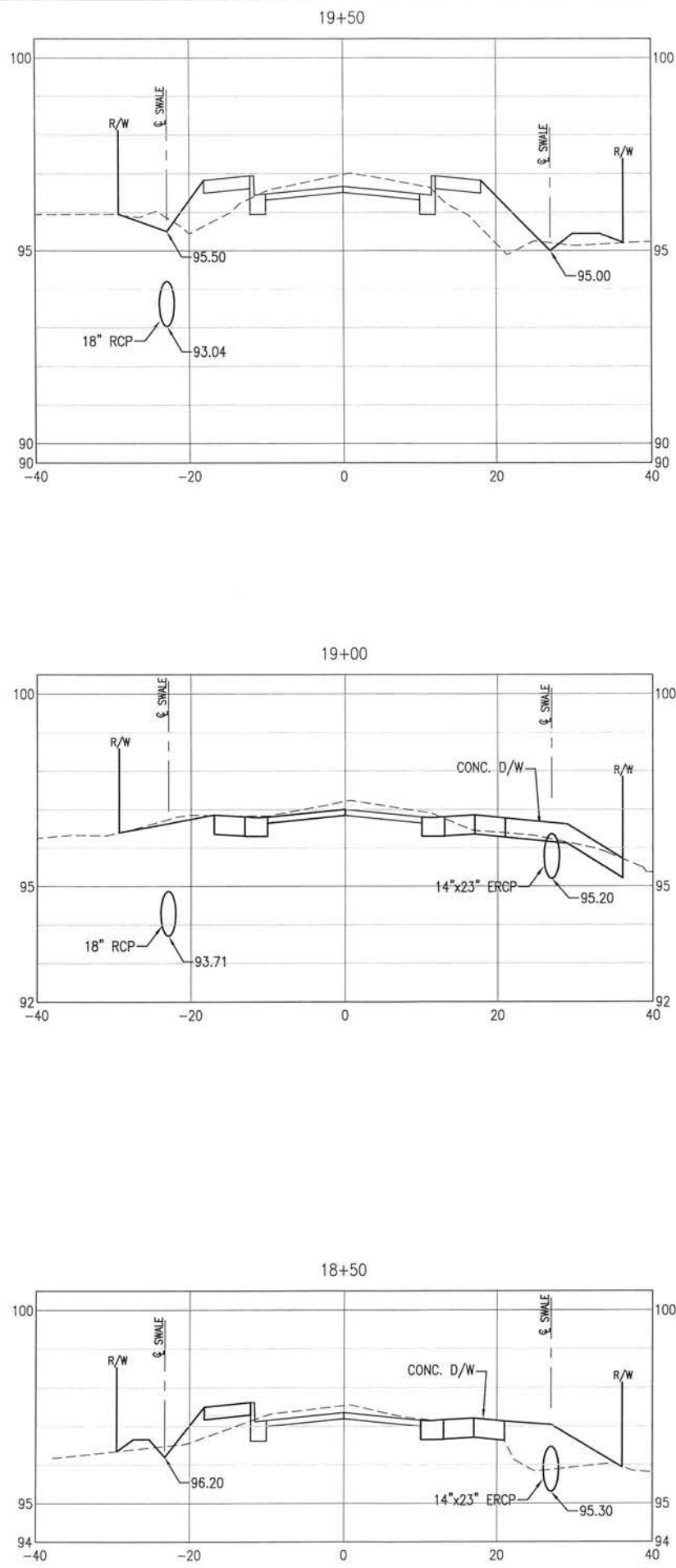
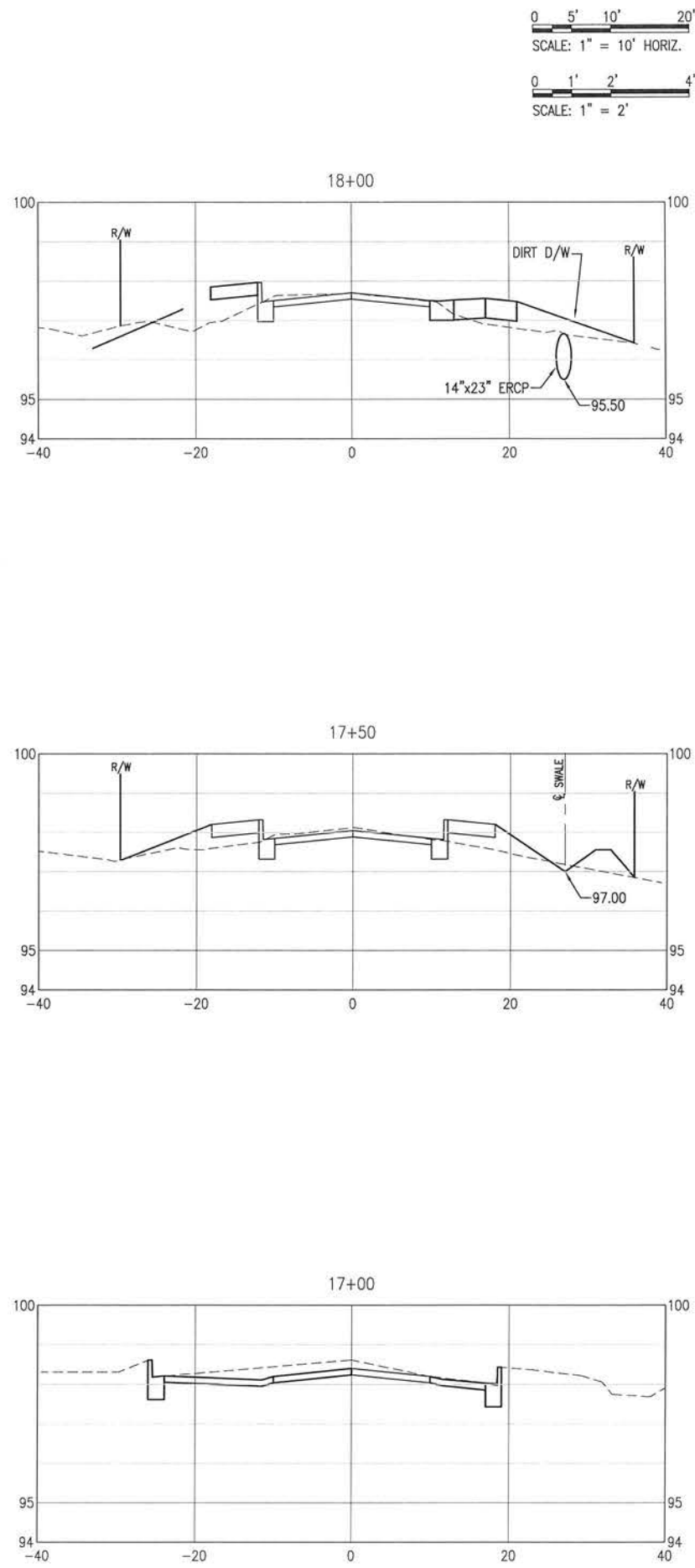
PROJECT NO:	24323.02	NO.	DATE	APPR.	REVISION/ACTION	TAKEN
DESIGNED BY:						
DRAWN BY:						
CHK'D BY:						
PROJ. MGR. MDL						
DATE:	JAN 2021					

CROSS-SECTIONS

C-120

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS: EB-000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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BURGESS ROAD
SIDEWALK DESIGN

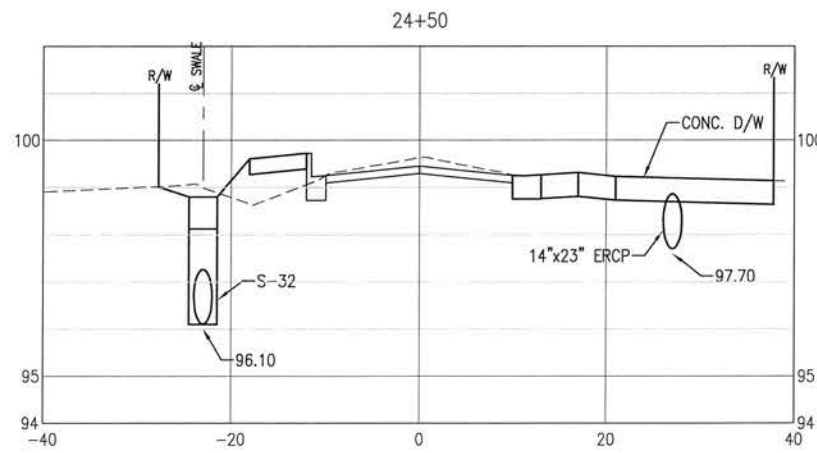
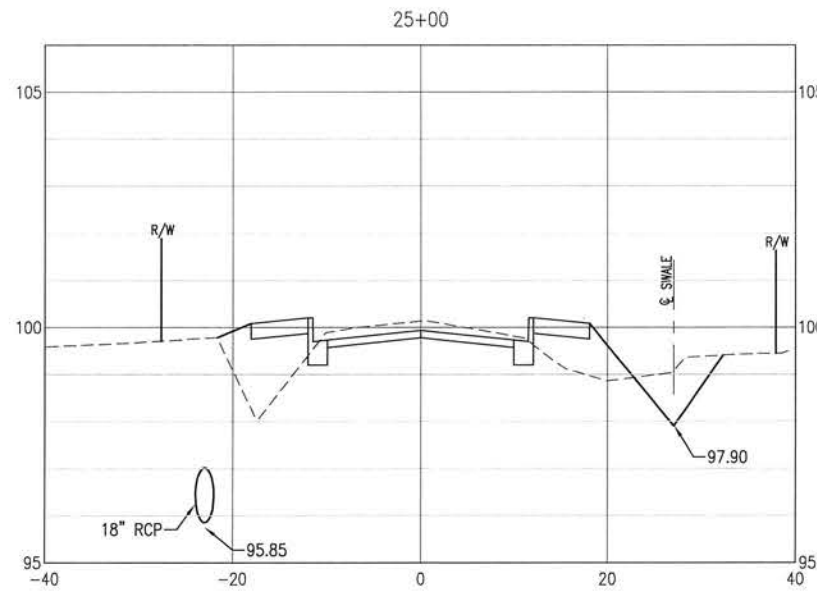
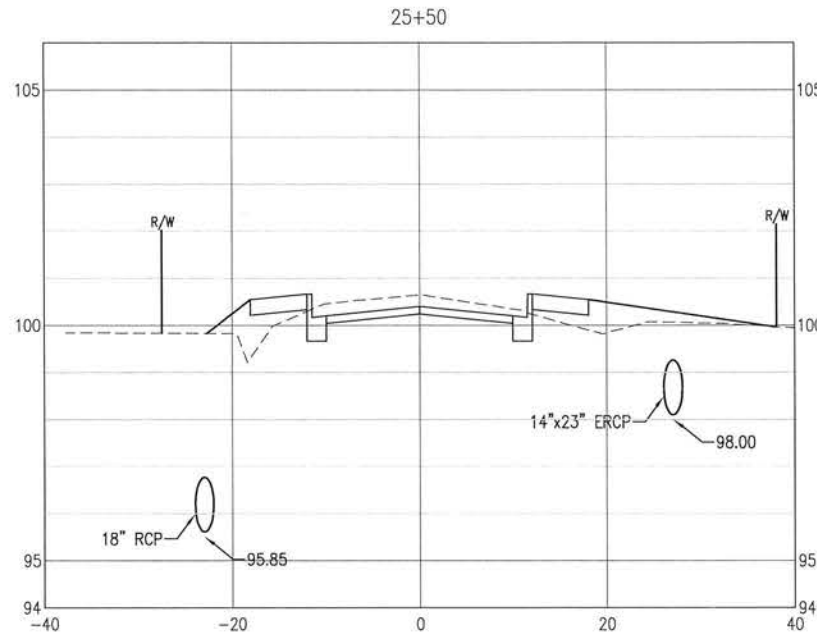
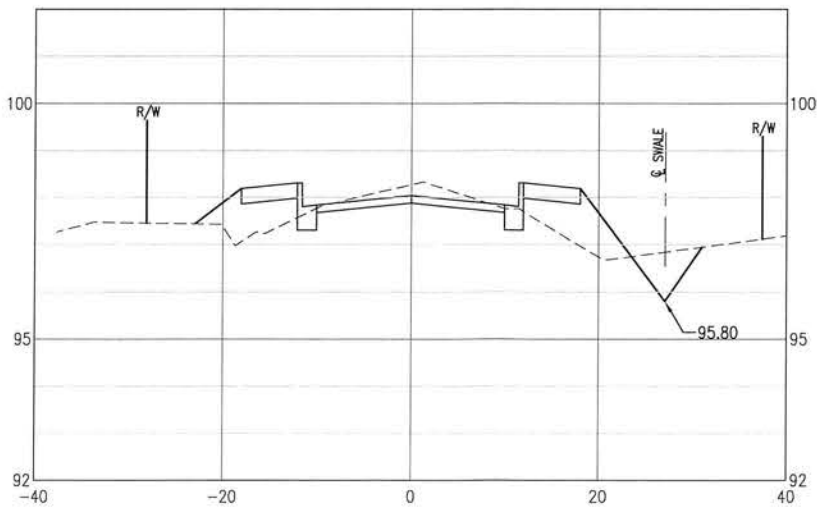
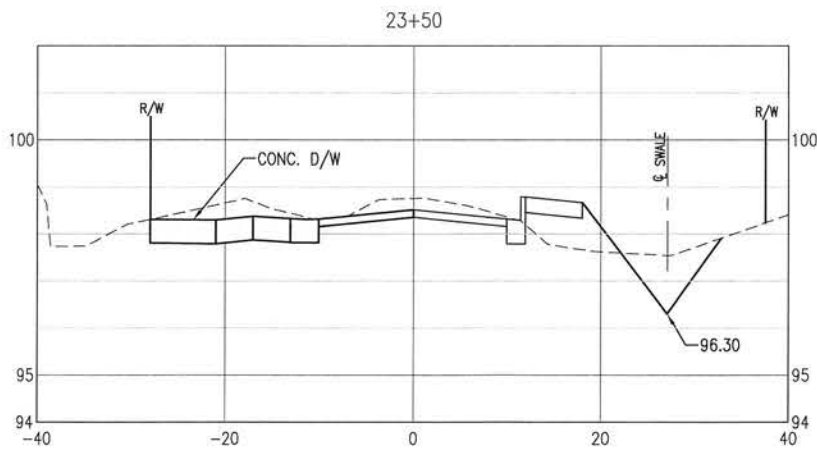
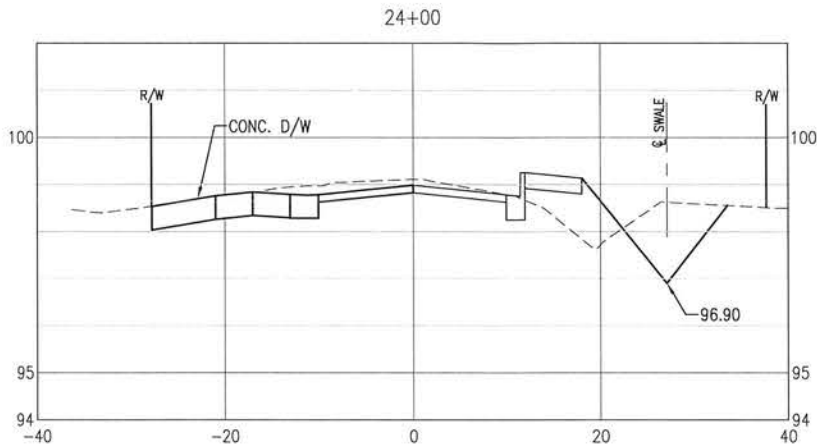
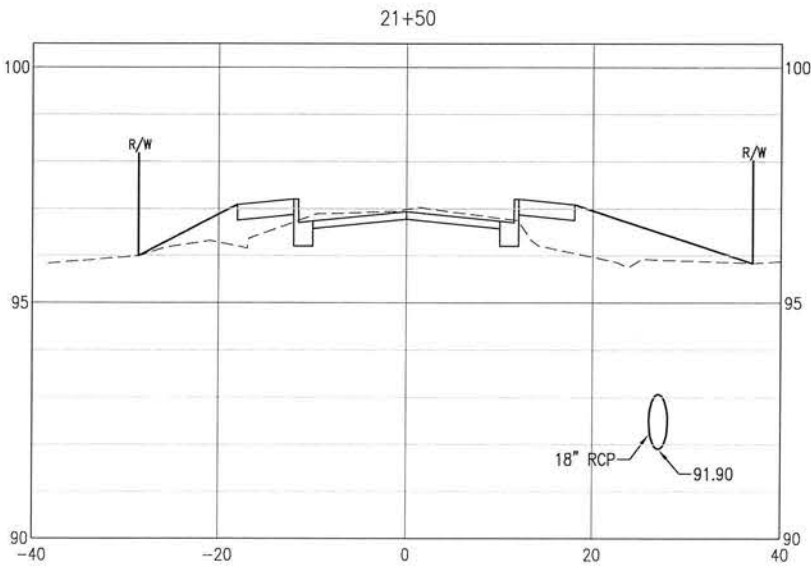
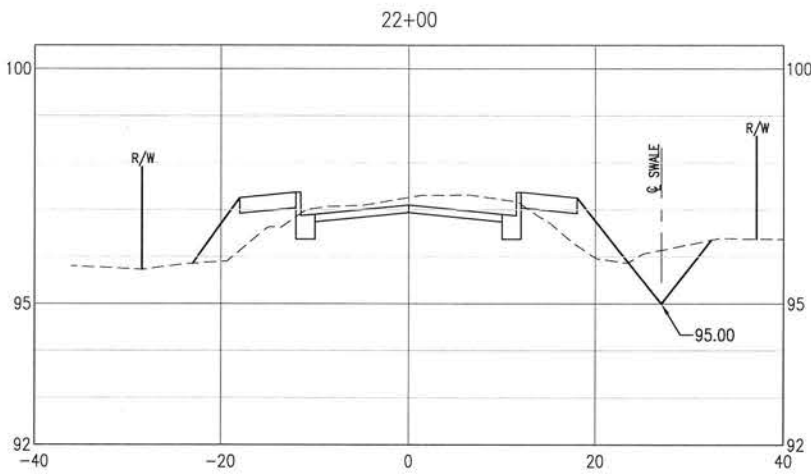
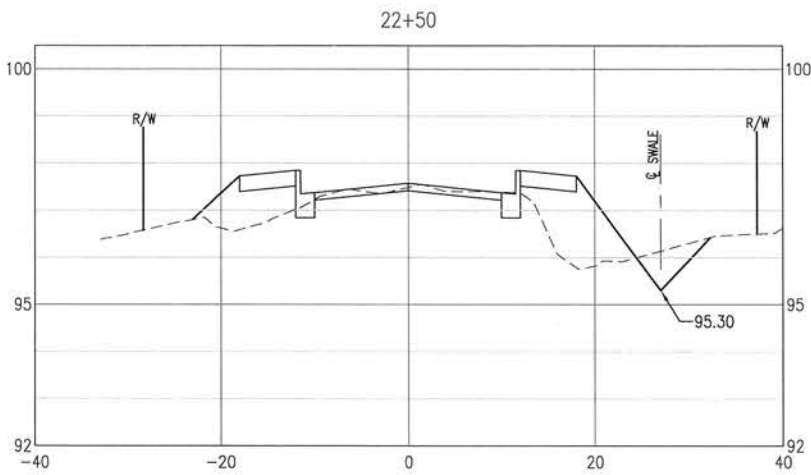
PROJECT NO.	DESIGNED BY:	DATE	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02	CHKD BY:					
	PROJ. MGR: MDL					
	DATE: JAN 2021					

CROSS-SECTIONS

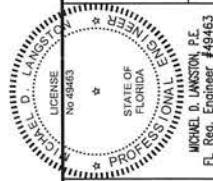
C-121

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-6661
ENGINEERING BUSINESS: EP-0000040
Pensacola - Panama City Beach - Tallahassee - Mobile
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Michael D. Lumsden, P.E.
Fl. Reg. Engineer #49463



0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST. PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS EB-000049
Pensacola - Panama City Beach - Tallahassee - Mobile
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**BURGESS ROAD
SIDEWALK DESIGN**

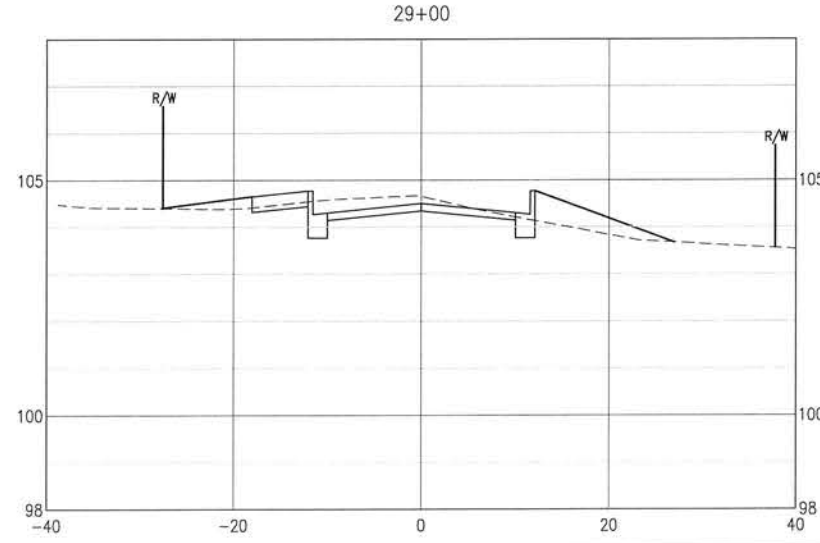
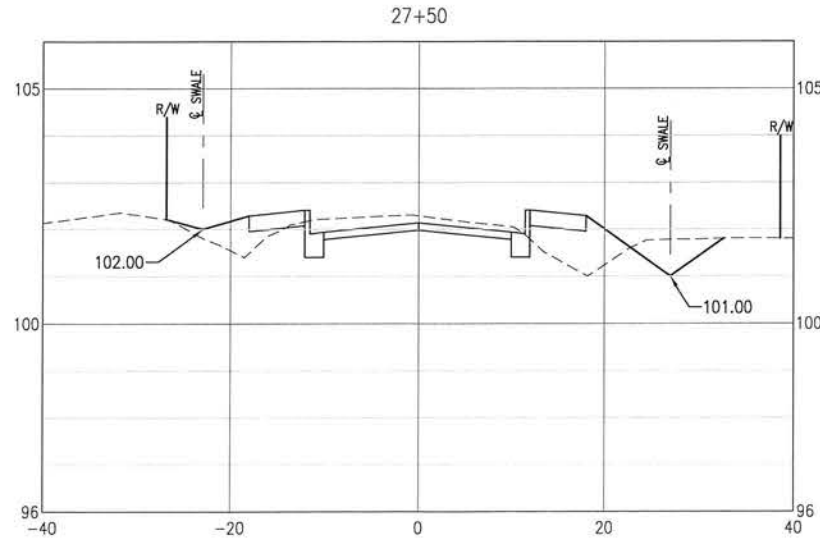
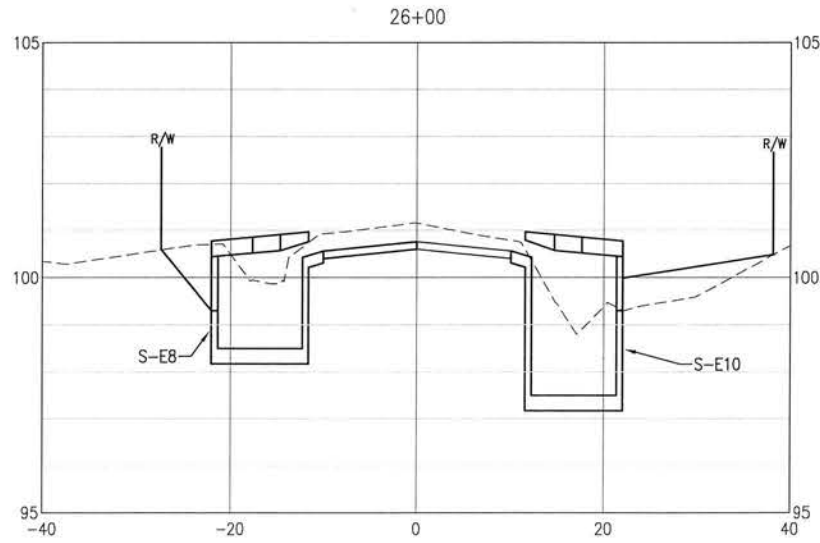
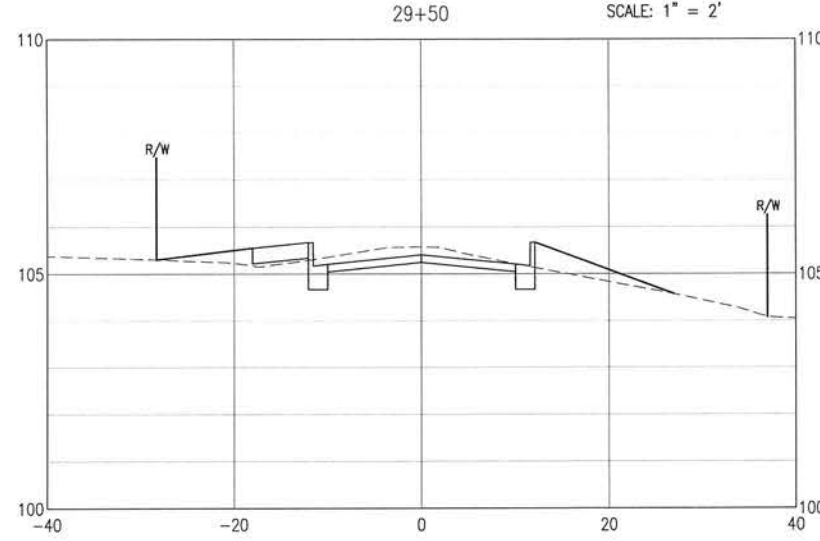
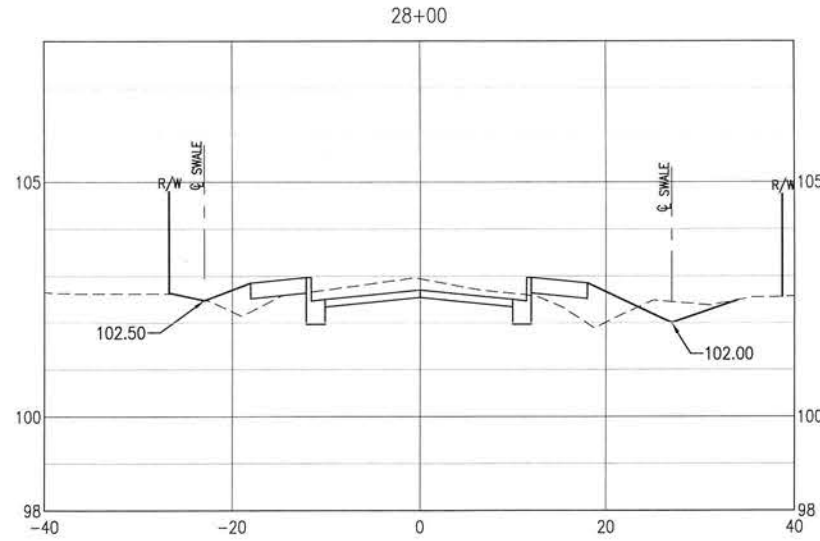
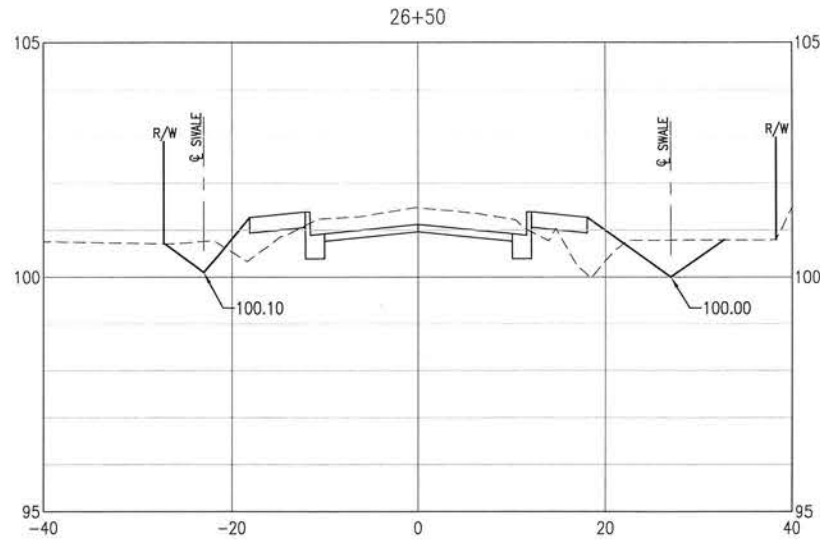
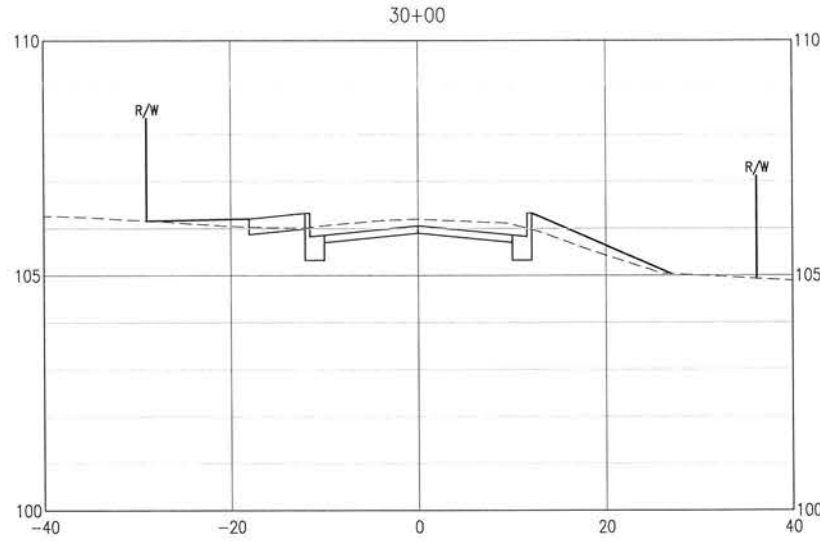
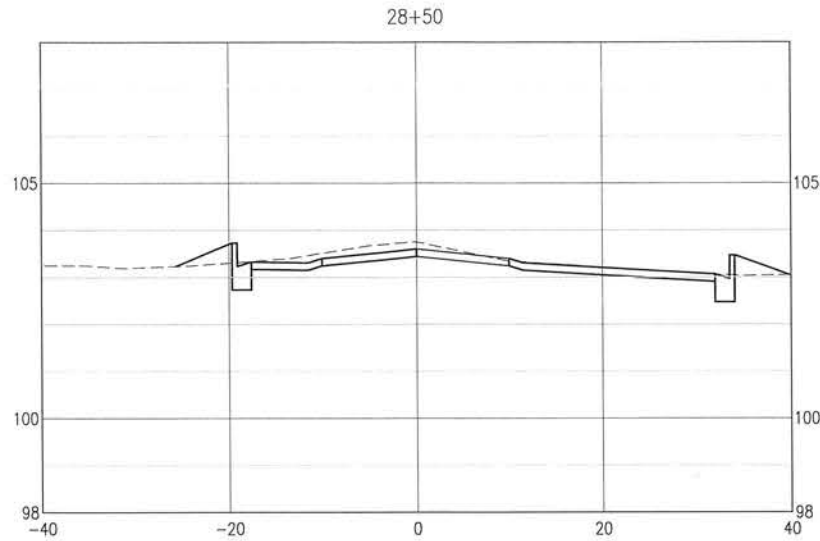
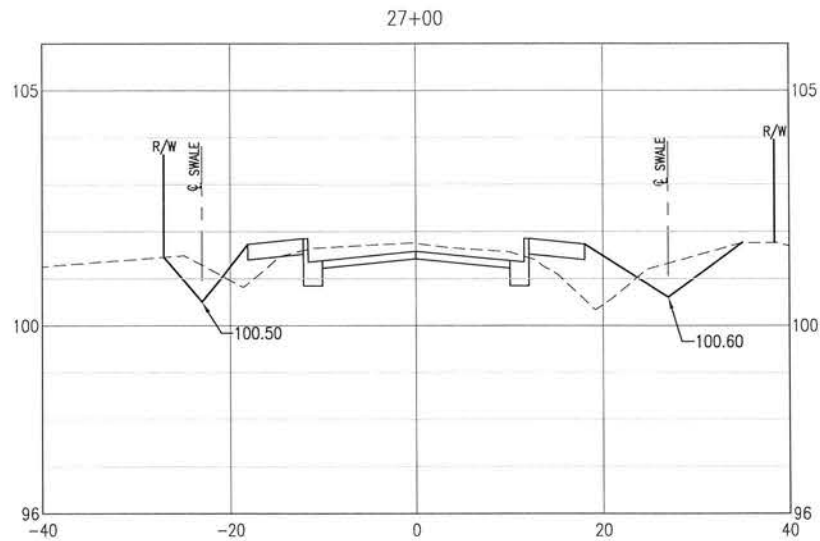
NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 24323.02
DESIGNED BY:
DRAWN BY:
CHK'D BY:
PROJ. MGR: MOL
DATE: JAN 2021

CROSS-SECTIONS

C-122

E:\DWG\243\24323.02\C-120-130 Site Xsens.dwg, Jan 12, 2021 - 8:40:36AM, rgeiger



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SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'

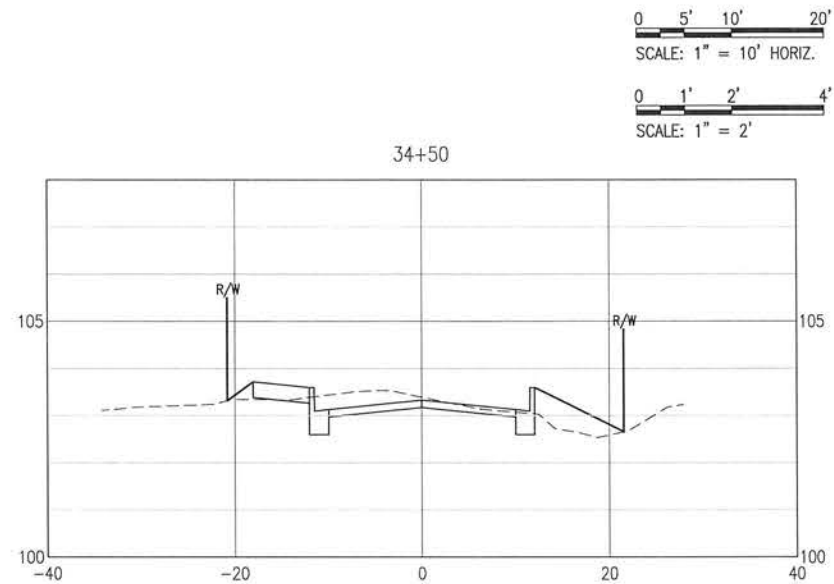
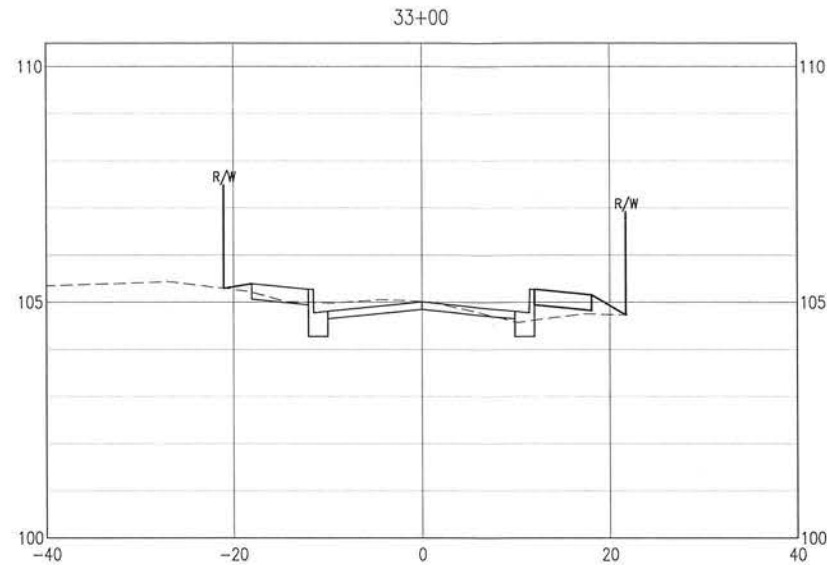
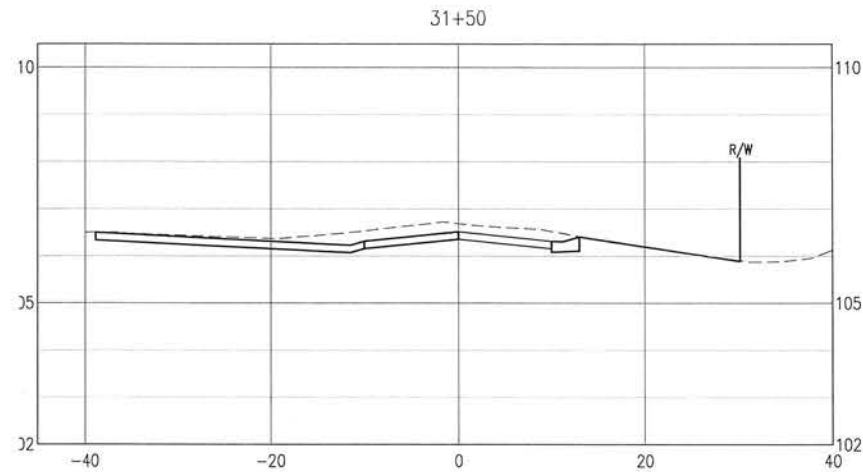
BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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STATE OF FLORIDA
PROFESSIONAL ENGINEER
MICHAEL D. LANSING, P.E.
FL Reg. Engineer #49463

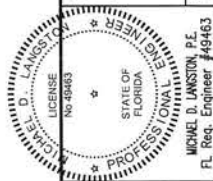
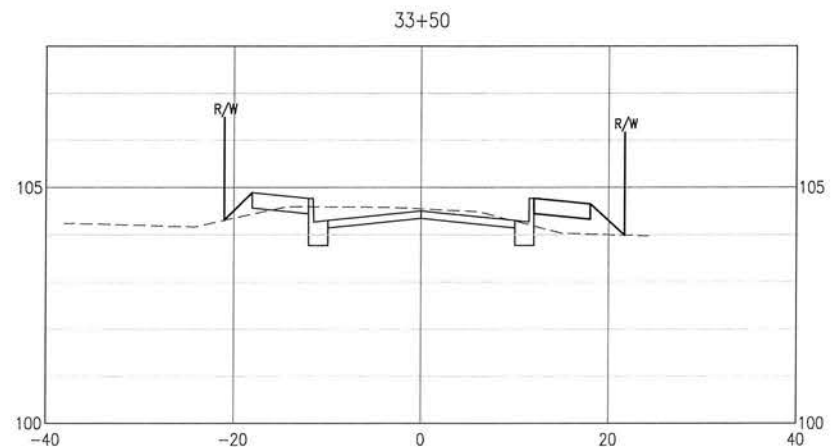
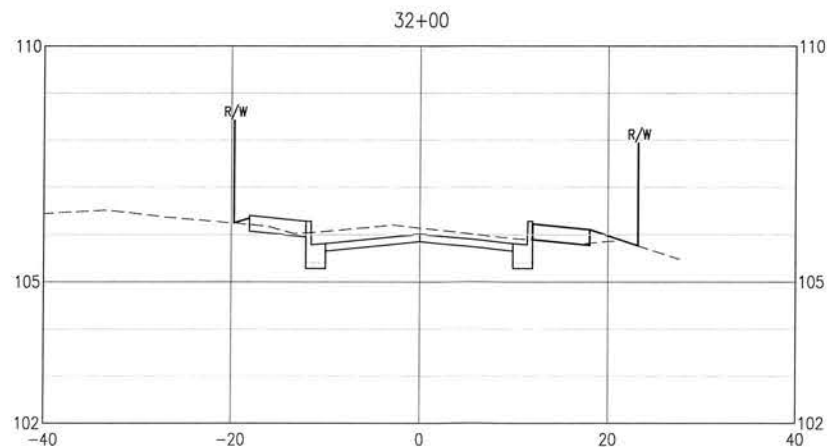
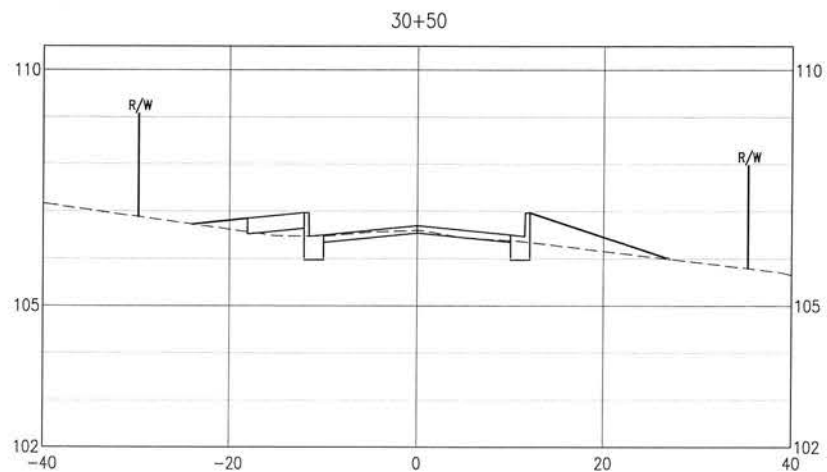
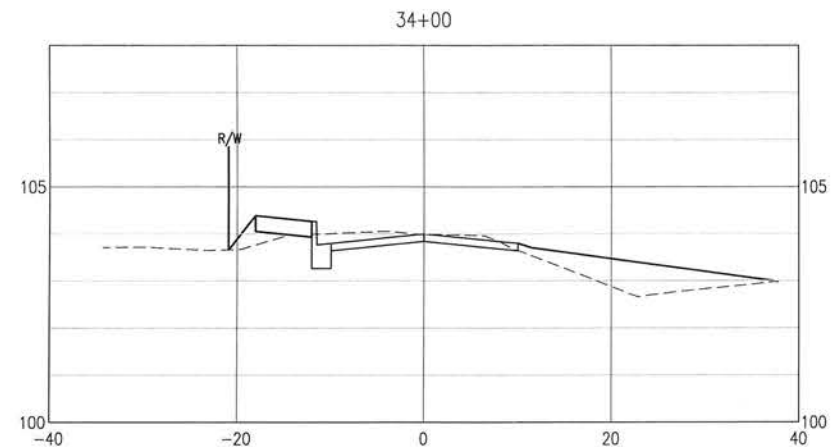
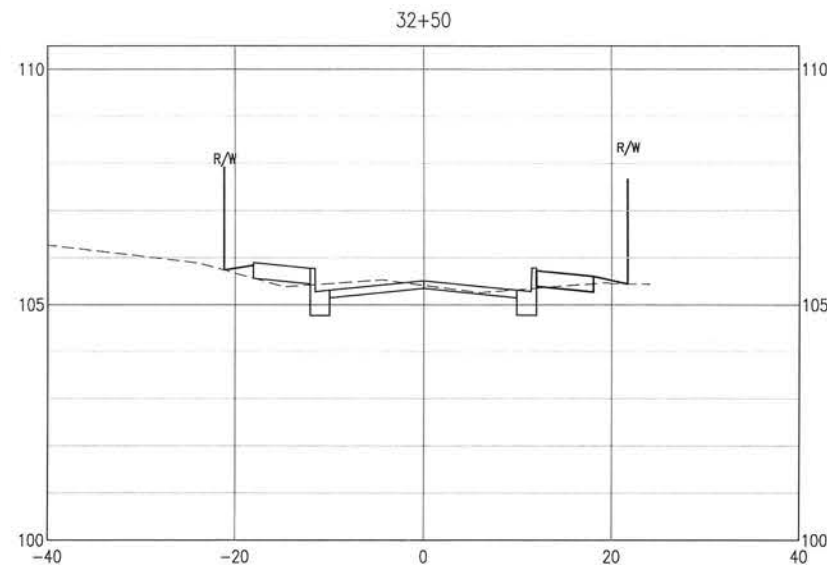
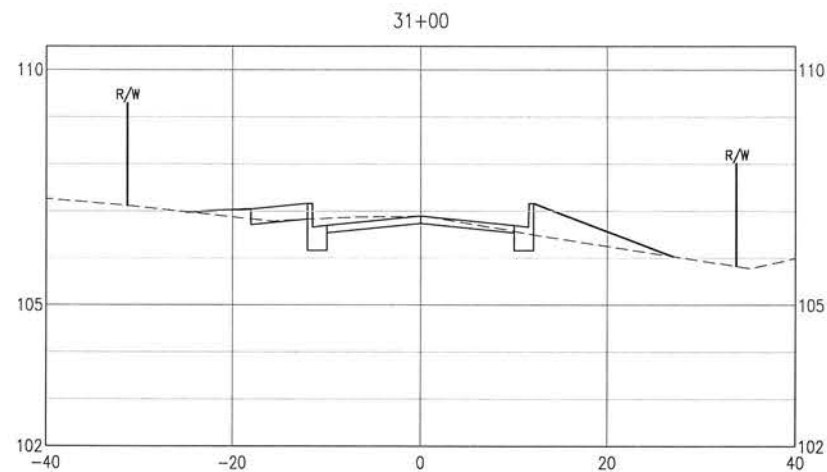
BURGESS ROAD SIDEWALK DESIGN			
PROJECT NO.	24323.02	NO.	REVISION/ACTION TAKEN
DESIGNED BY:	C-123	DATE	APPR.
DRAWN BY:			
CHK'D BY:			
PROJ. MGR:	MDL	NOT RELEASED FOR CONSTRUCTION BY	DATE
DATE:	JAN 2021		

CROSS-SECTIONS
C-123

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0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

REVISION / ACTION TAKEN

PROJECT NO. 24323.02

DESIGNED BY:

DRAWN BY:

CHK'D BY:

PROJ. MGR: MDL

DATE: JAN 2021

NOT RELEASED FOR CONSTRUCTION BY DATE

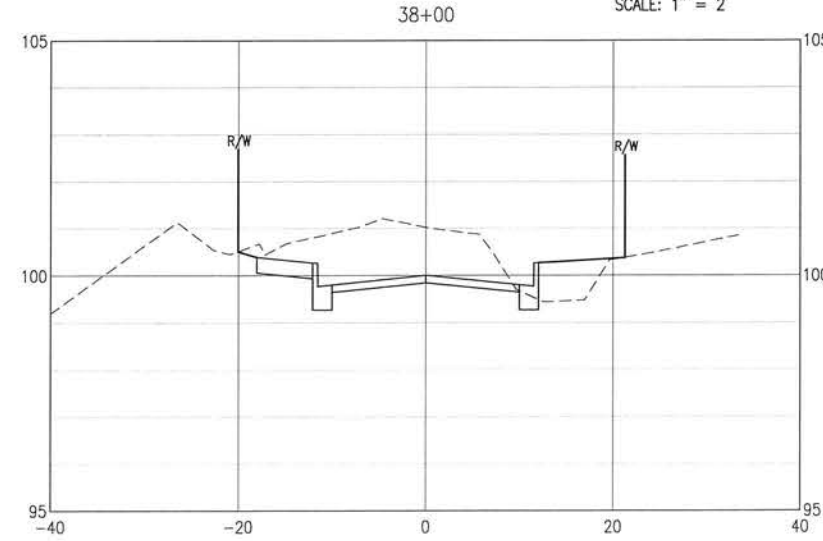
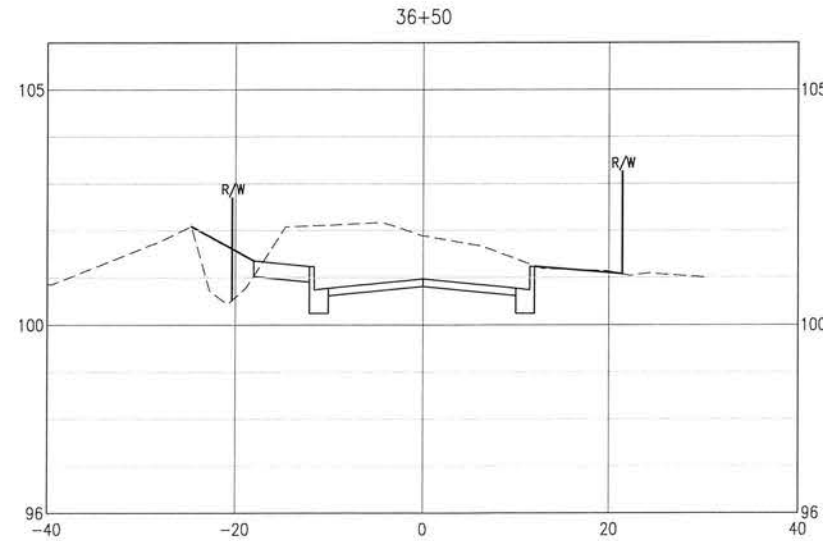
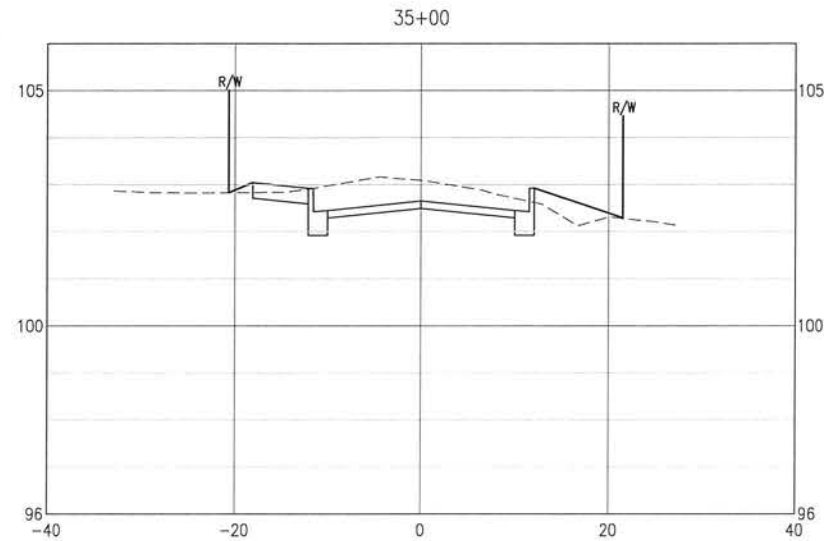
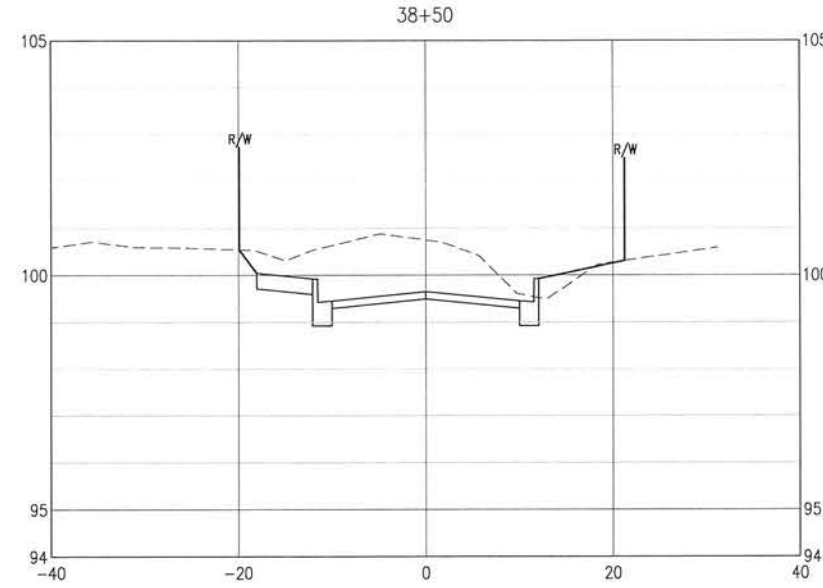
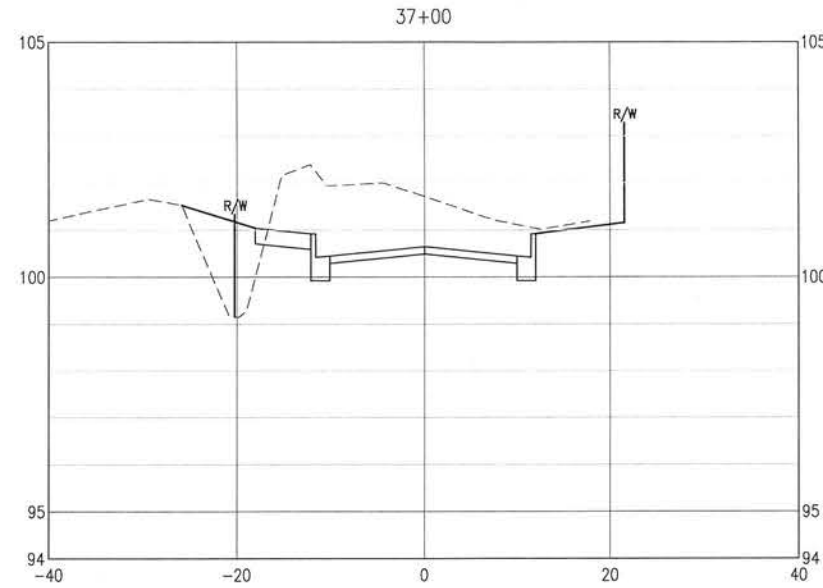
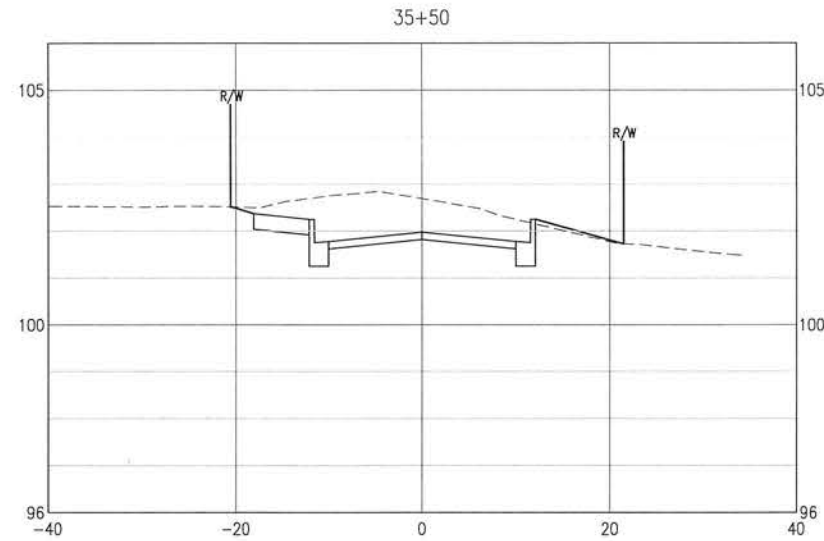
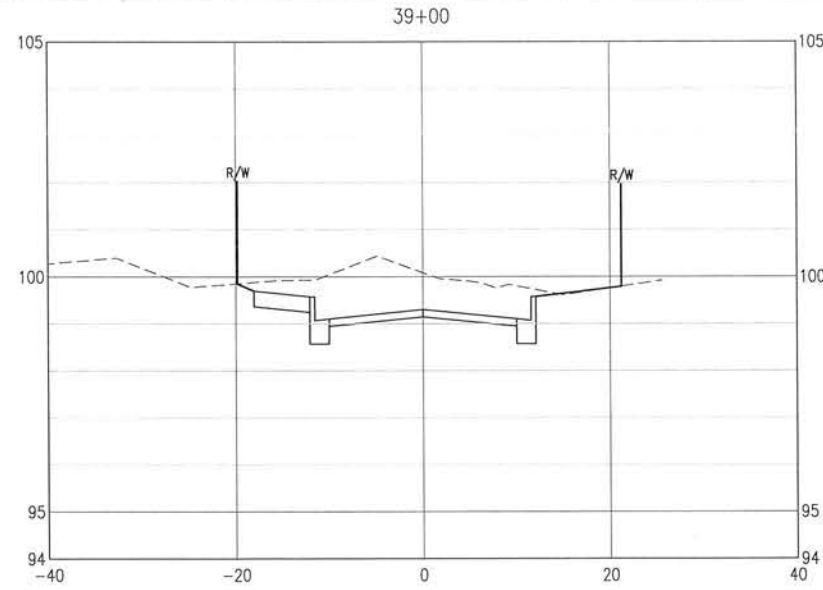
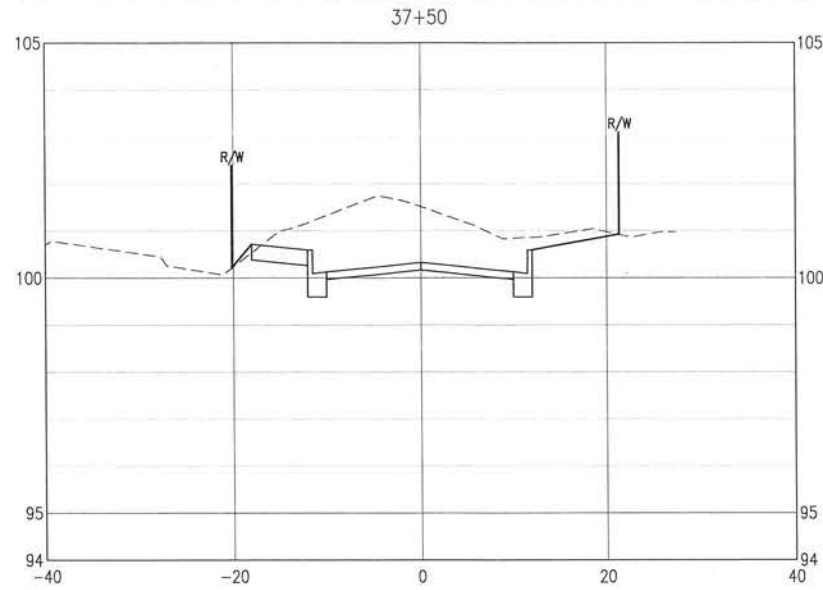
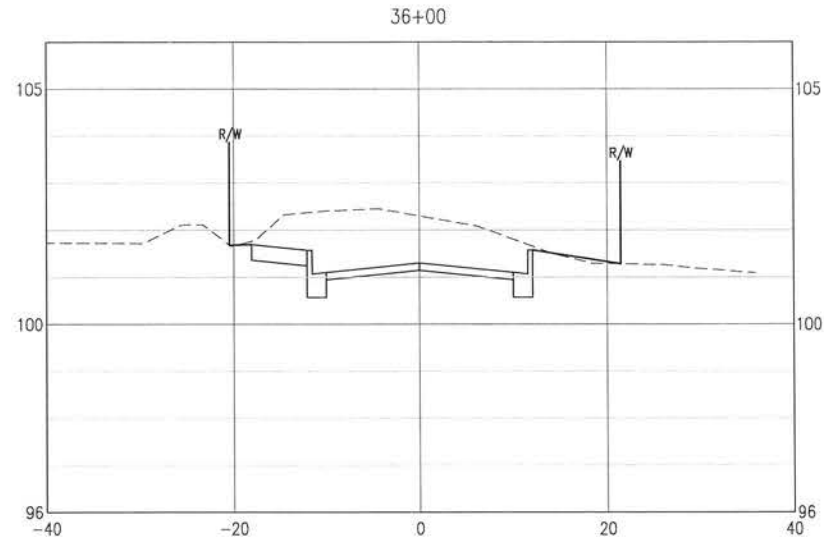
CROSS-SECTIONS

C-124

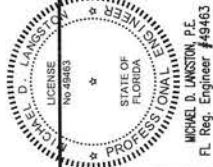
BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-9991
ENGINEERING BUSINESS EP-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile
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0 5' 10' 20'
SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

NO.	DATE	APPR.	REVISION/ACTION	TAKEN

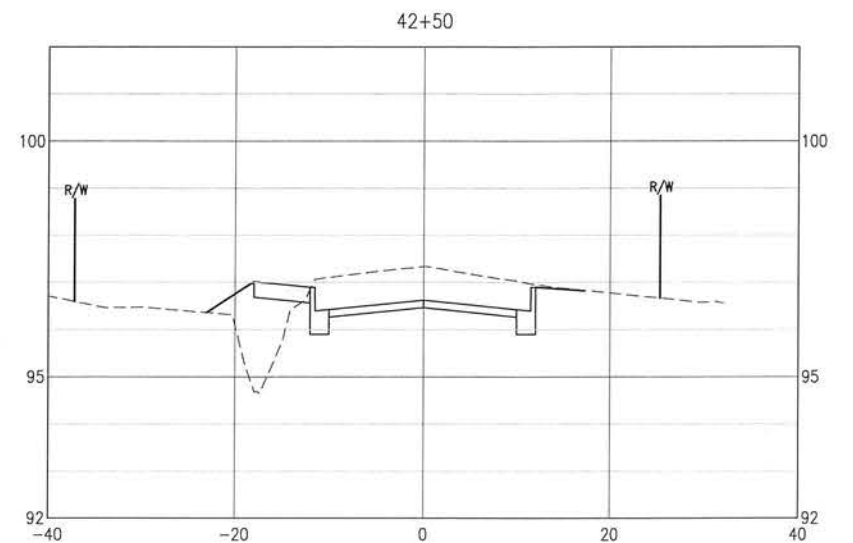
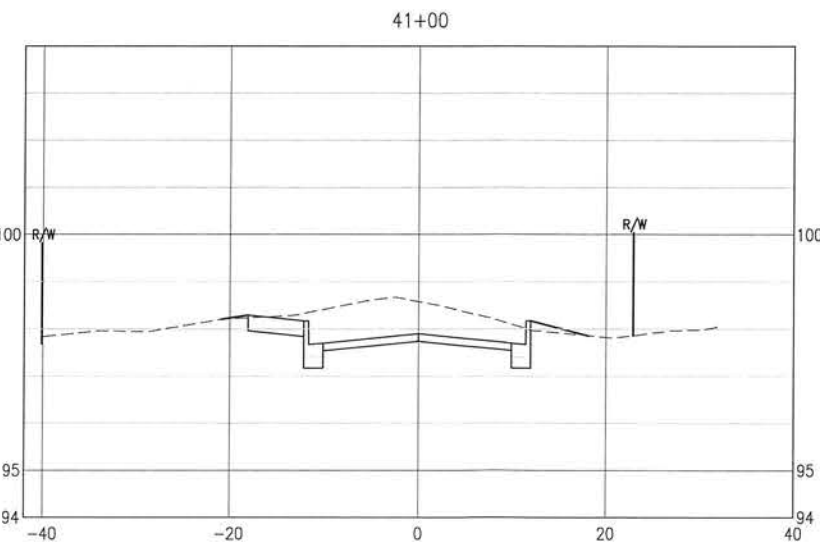
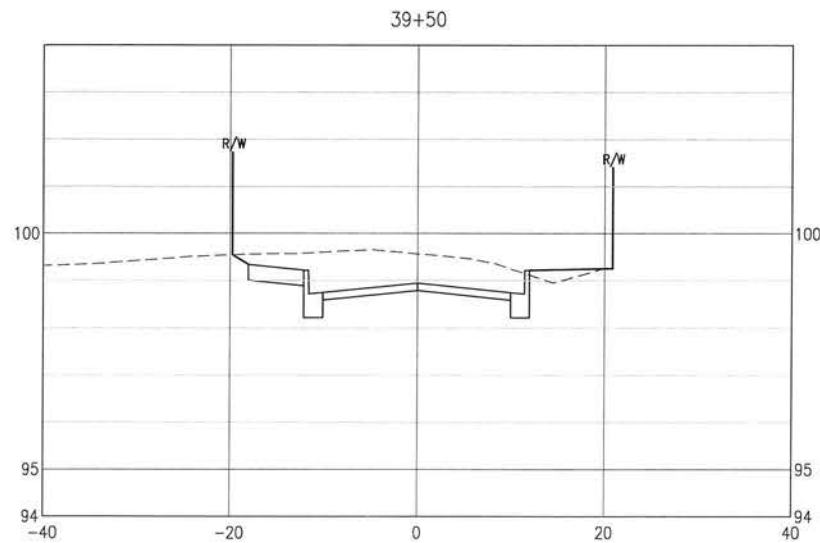
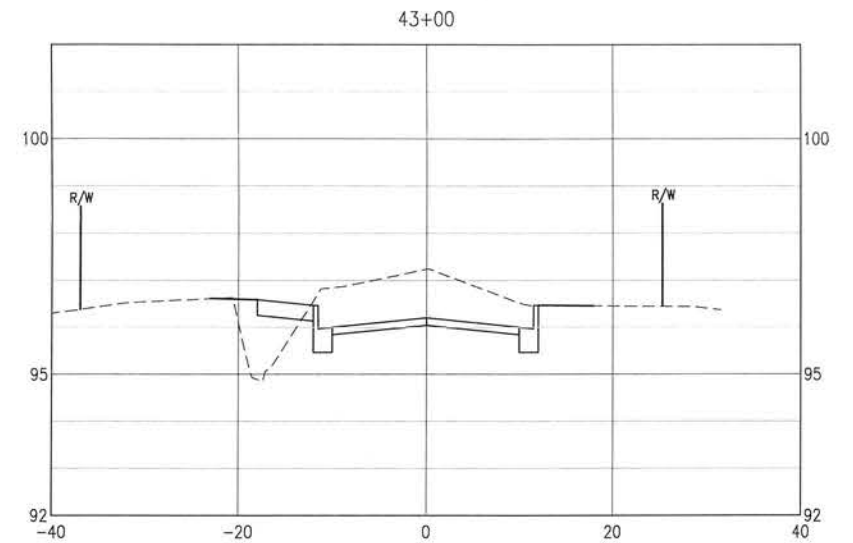
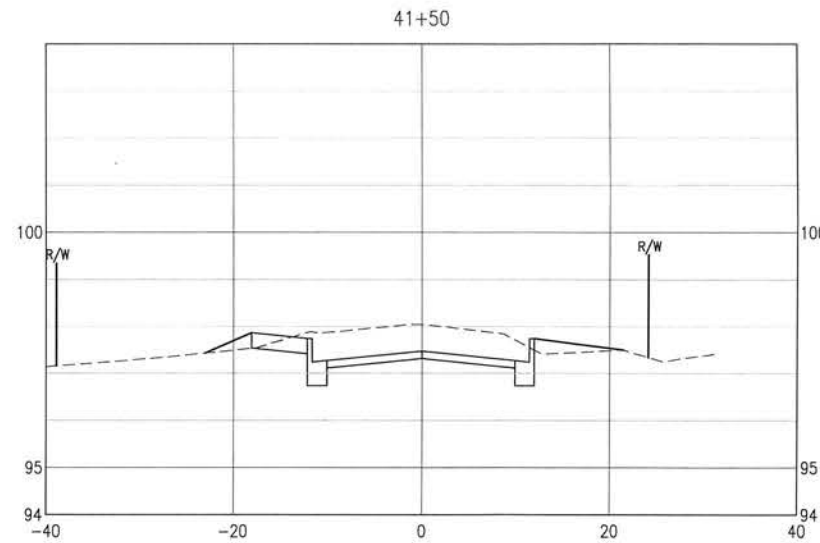
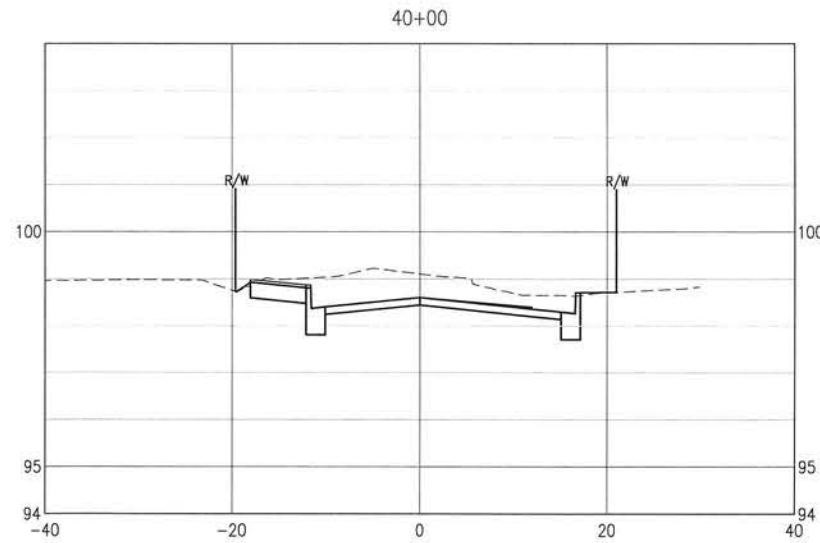
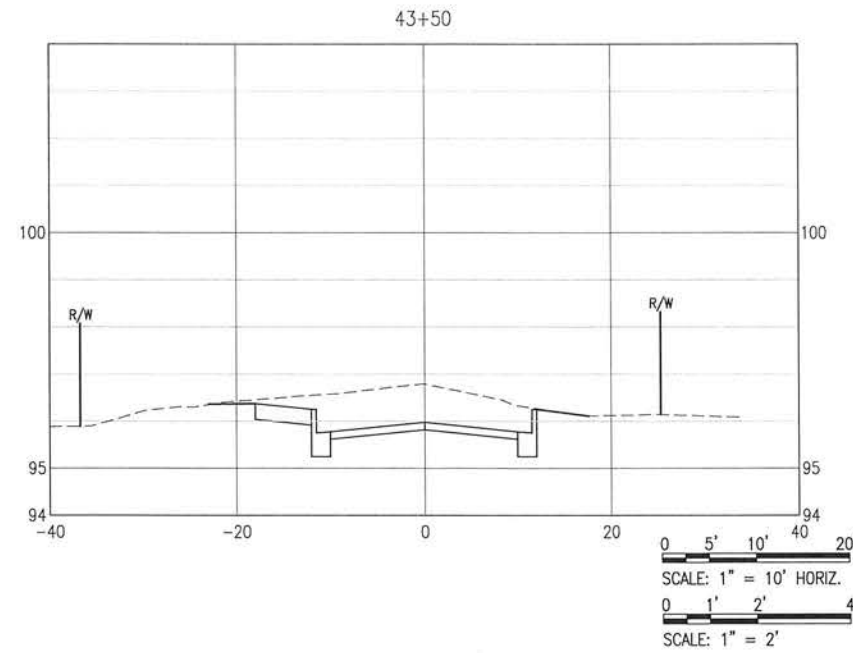
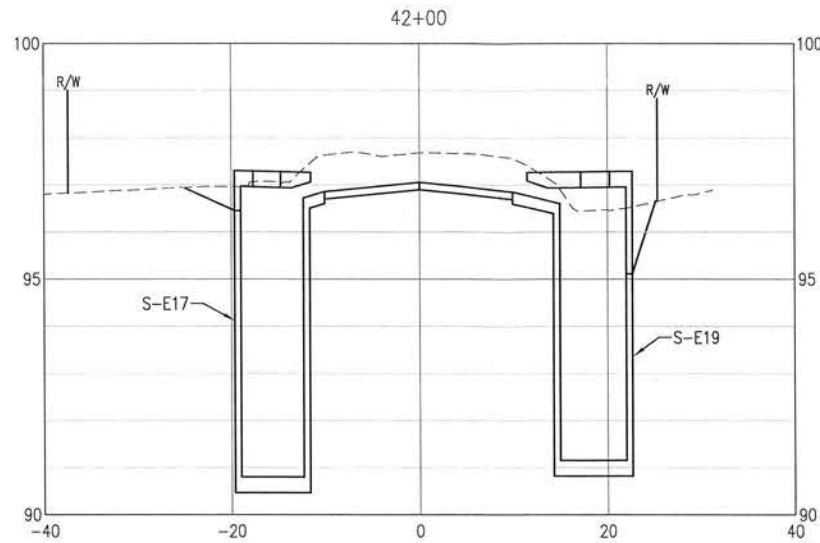
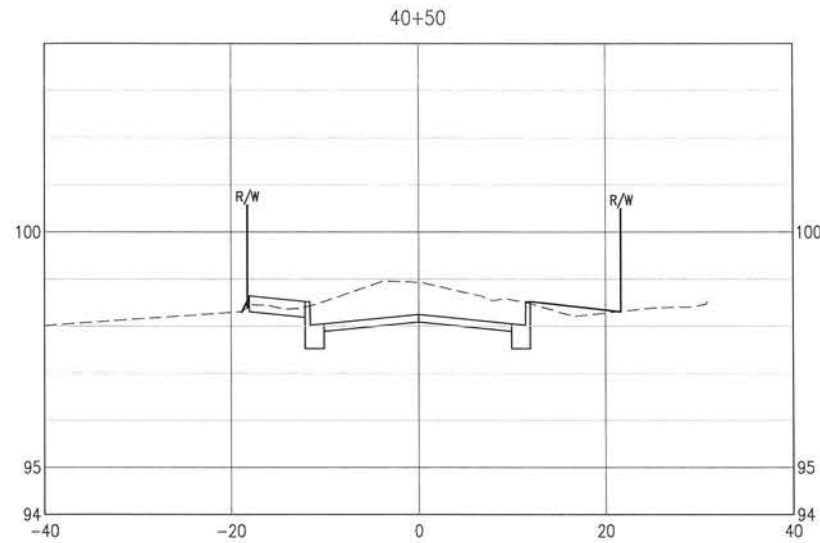
PROJECT NO:	24323.02
DESIGNED BY:	
DRAWN BY:	
CHK'D BY:	
PROJ. MGR:	MDL
DATE:	JAN 2021

CROSS-SECTIONS

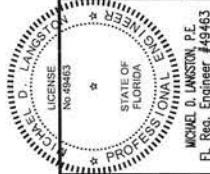
C-125

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9981
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850)438-9551
ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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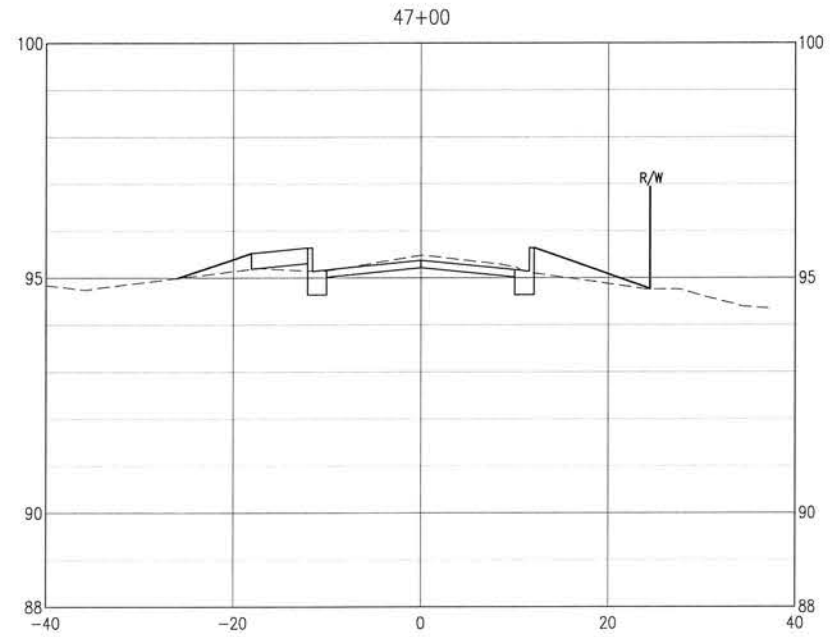
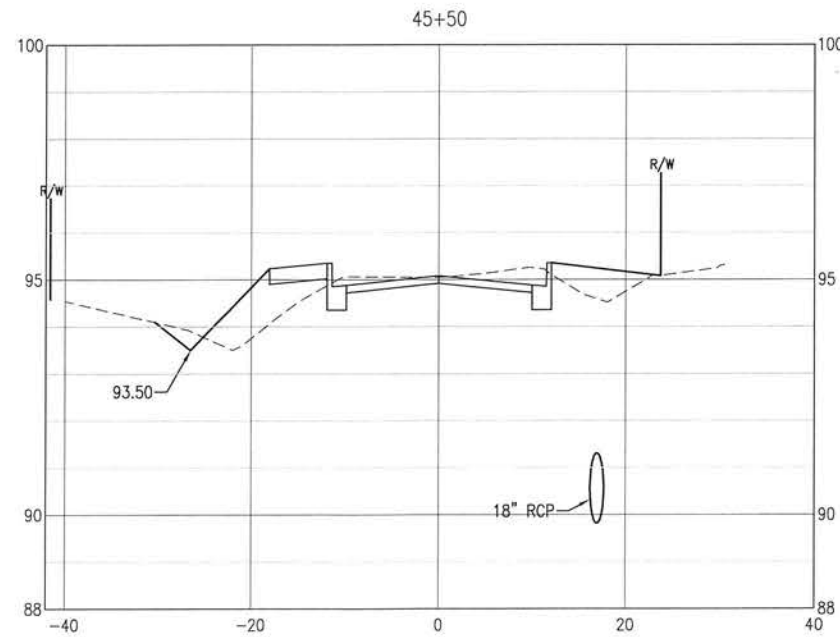
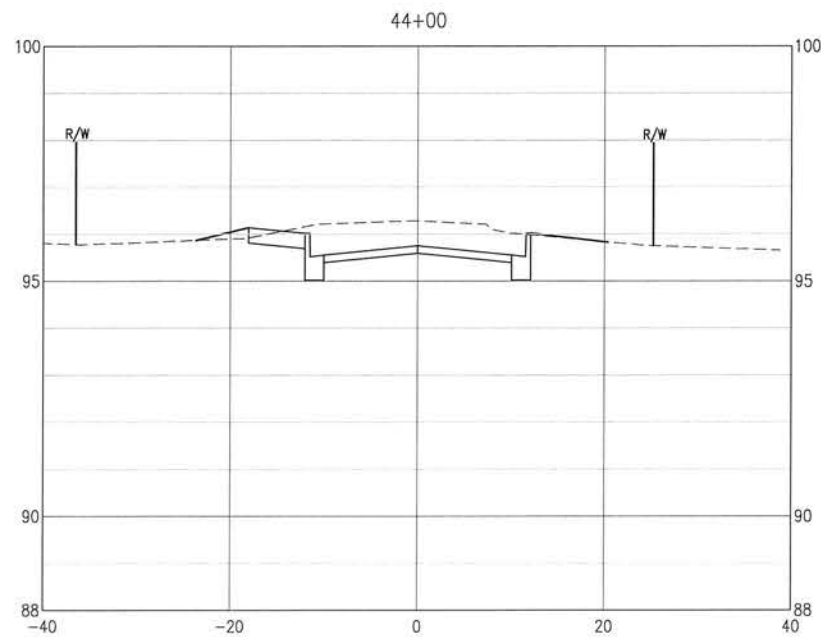
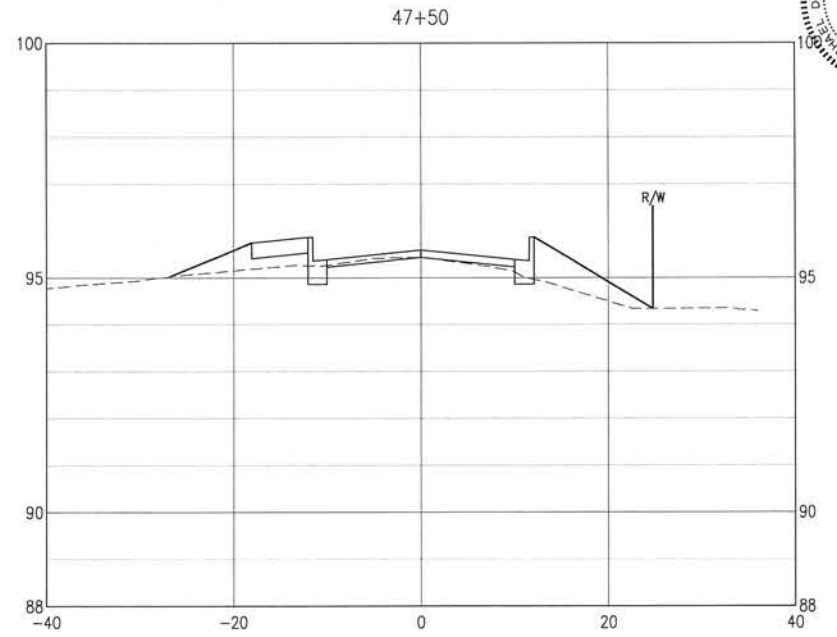
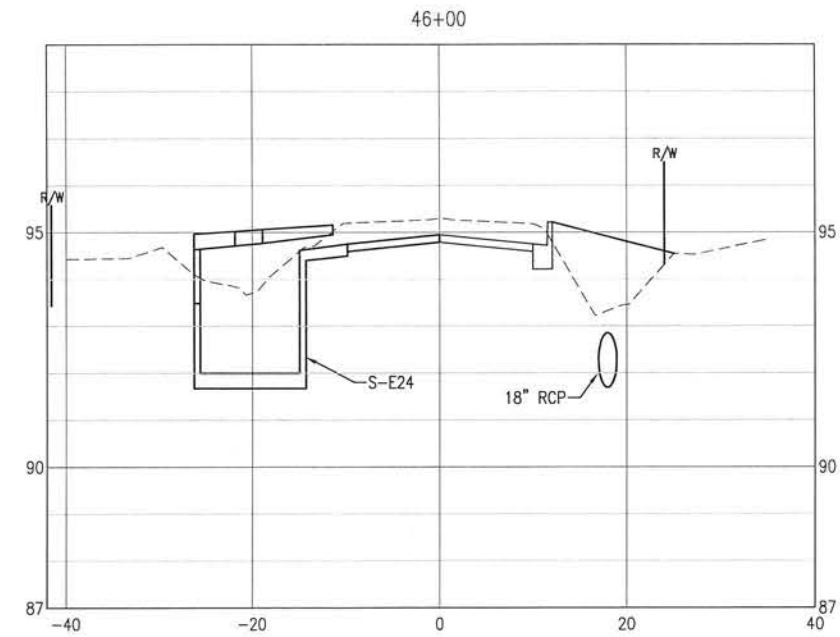
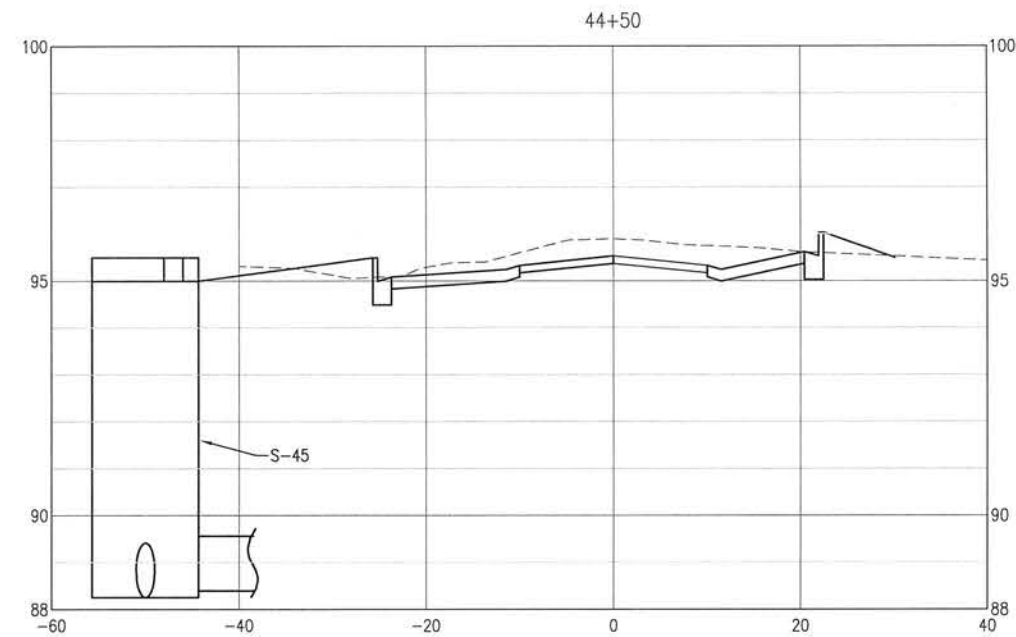
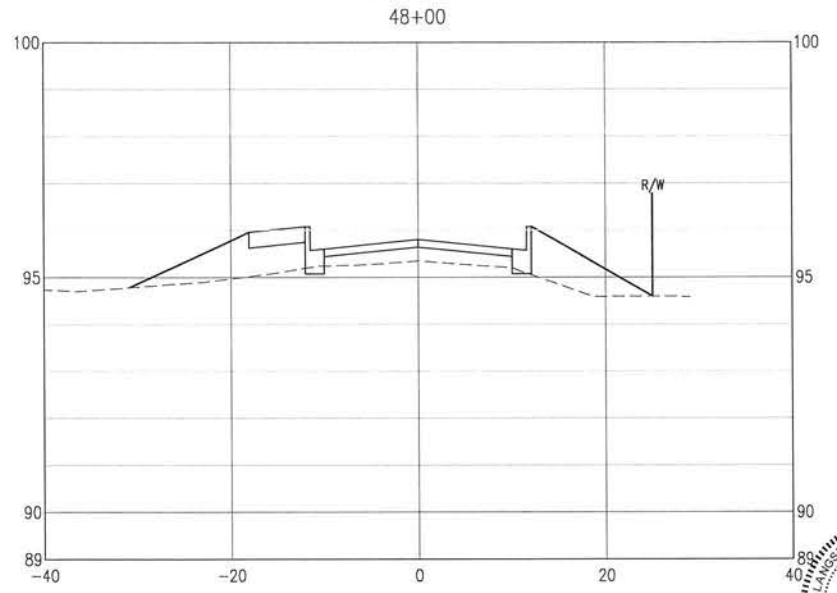
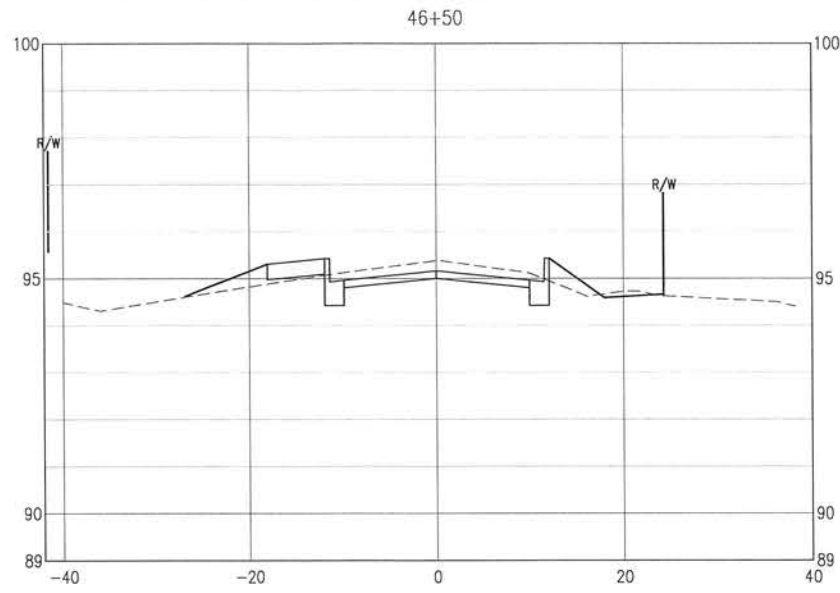
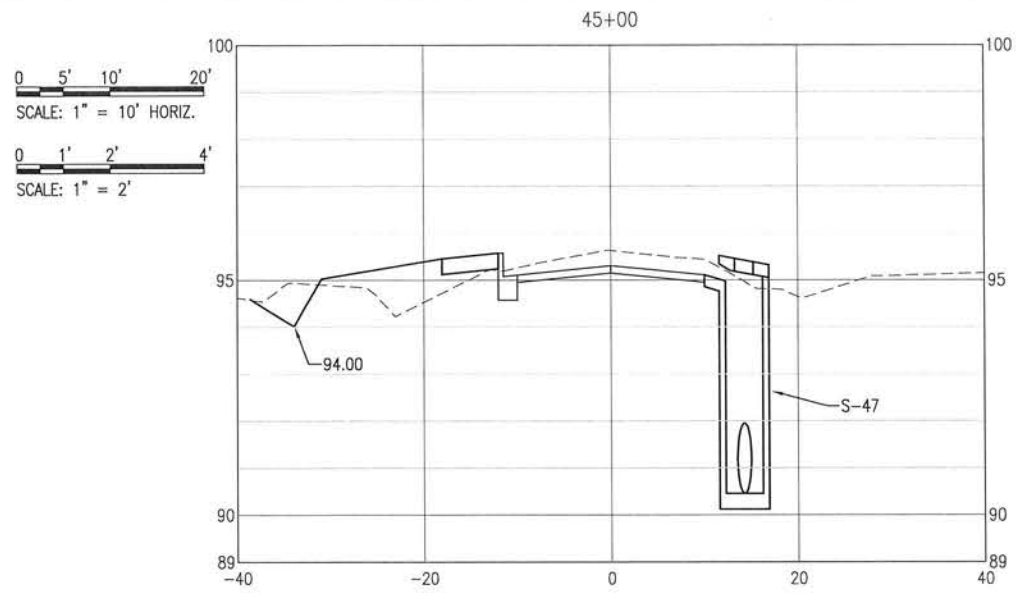
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	24323.02	REVISION / ACTION TAKEN
DESIGNED BY:		
DRAWN BY:		
CHK'D BY:		
PROJ. MGR:	MIL	
DATE:	JAN 2021	
NOT RELEASED FOR CONSTRUCTION BY	DATE	

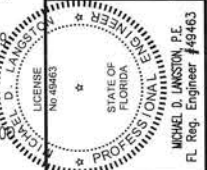
CROSS-SECTIONS

C-126

E:\DWG\243\24323.02\C-120-130 Site Xsns.dwg, Jan 12, 2021 - 8:40:48AM, rgeiger



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-5661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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**BURGESS ROAD
SIDEWALK DESIGN**

NO.	DATE	APPR.	REVISION/ACTION	TAKEN

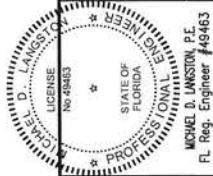
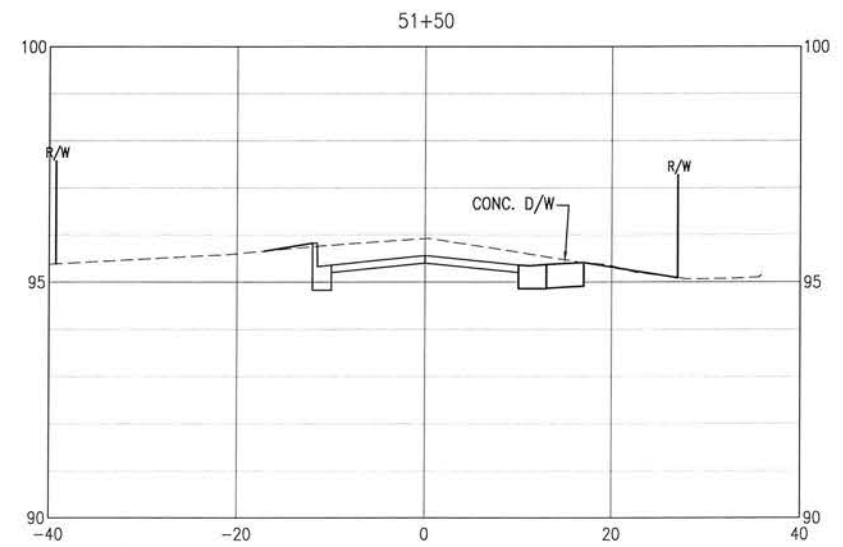
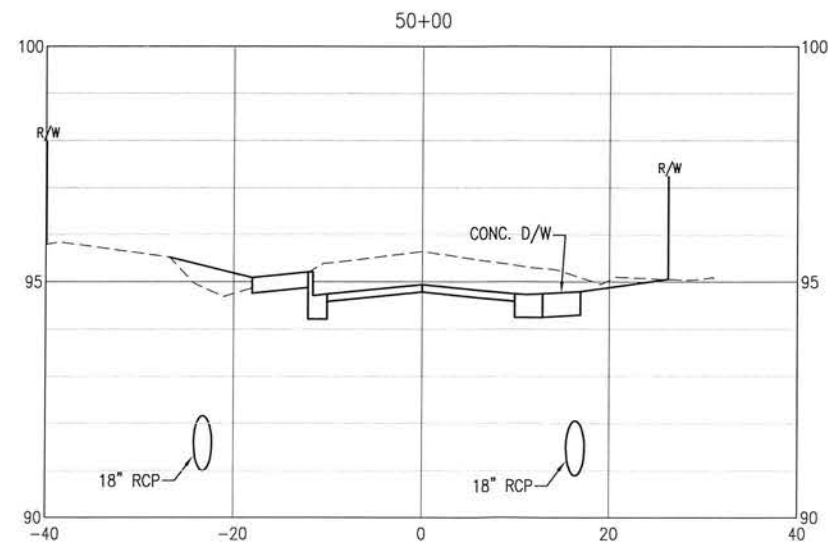
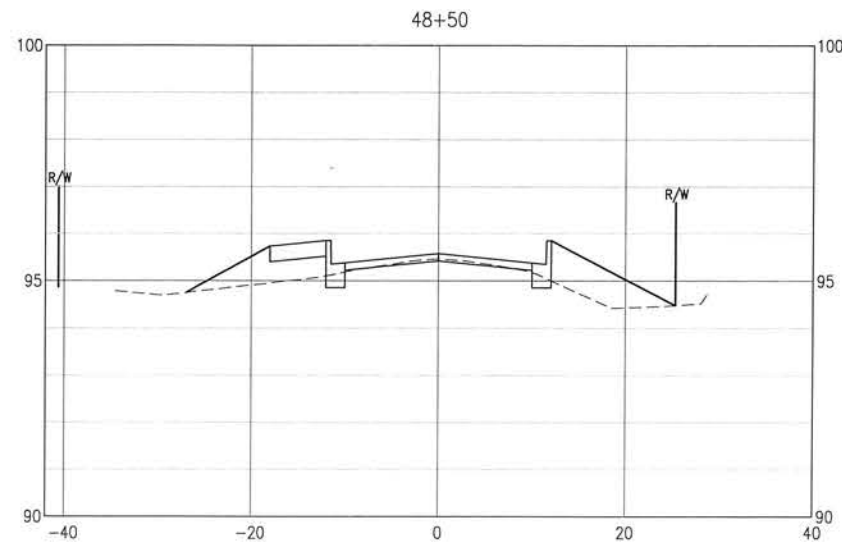
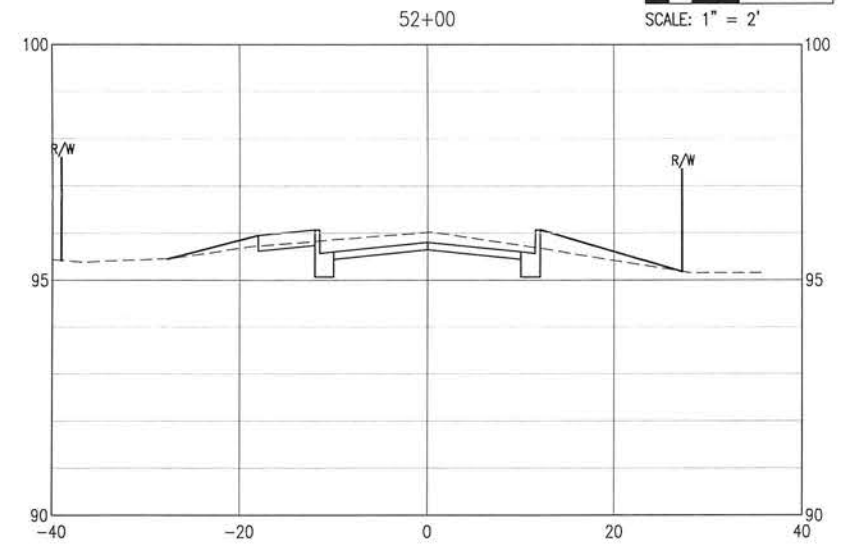
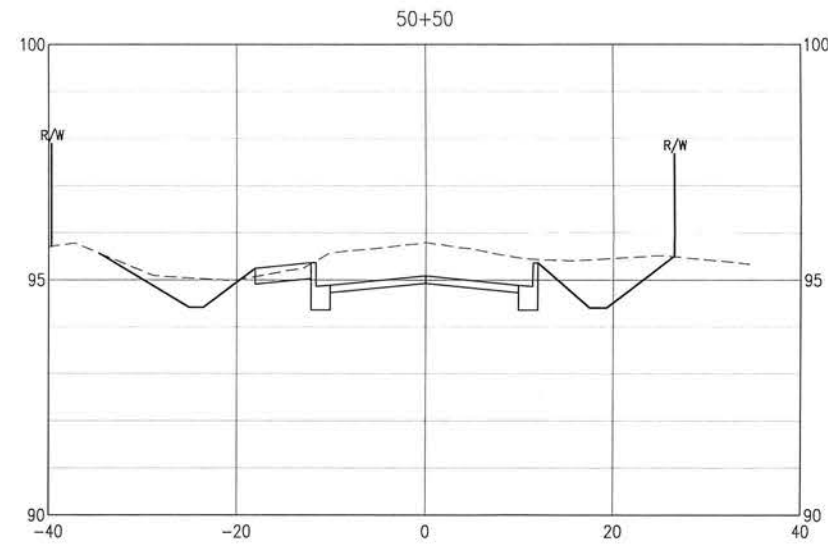
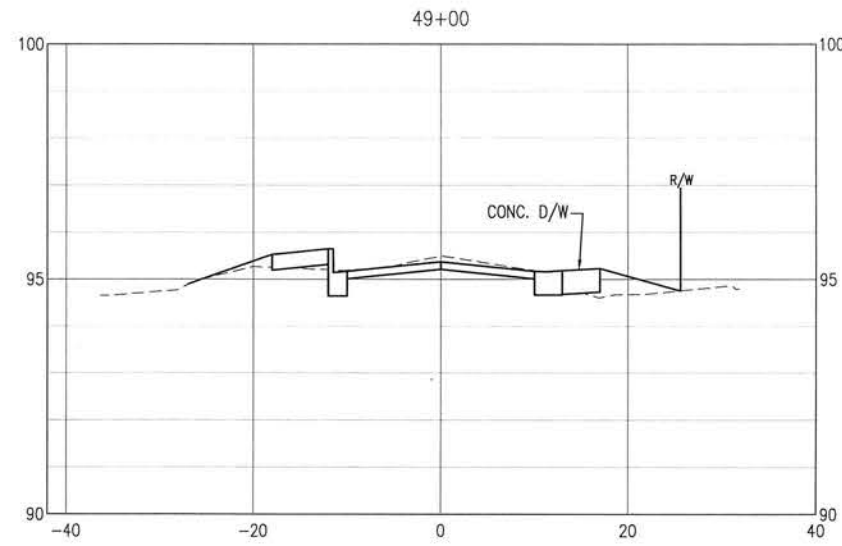
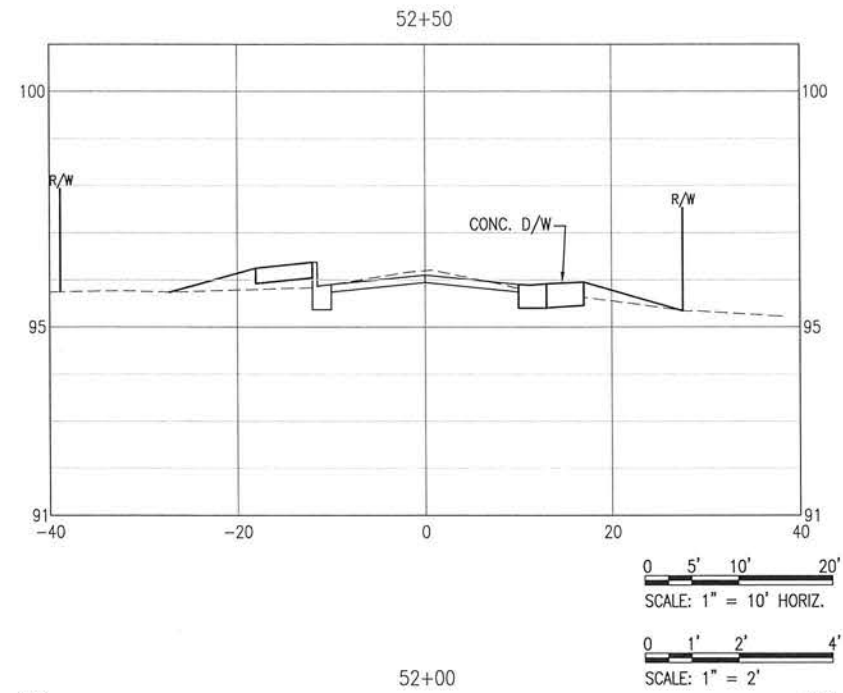
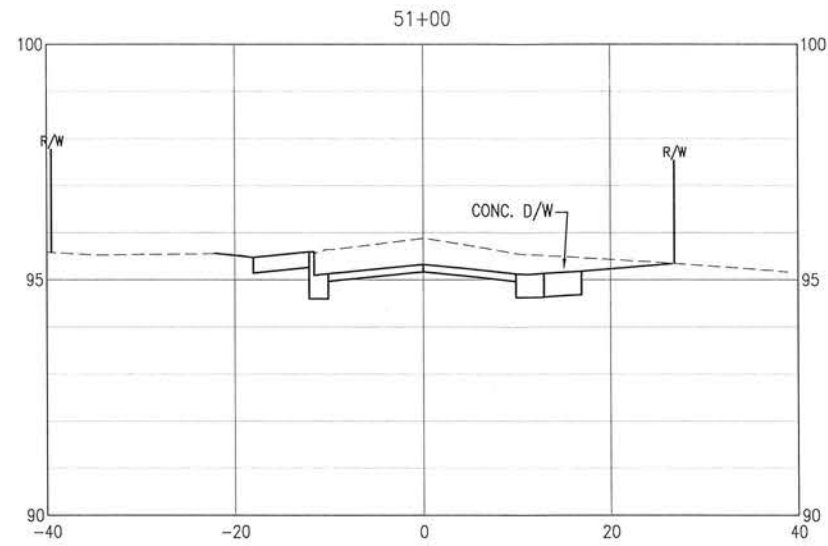
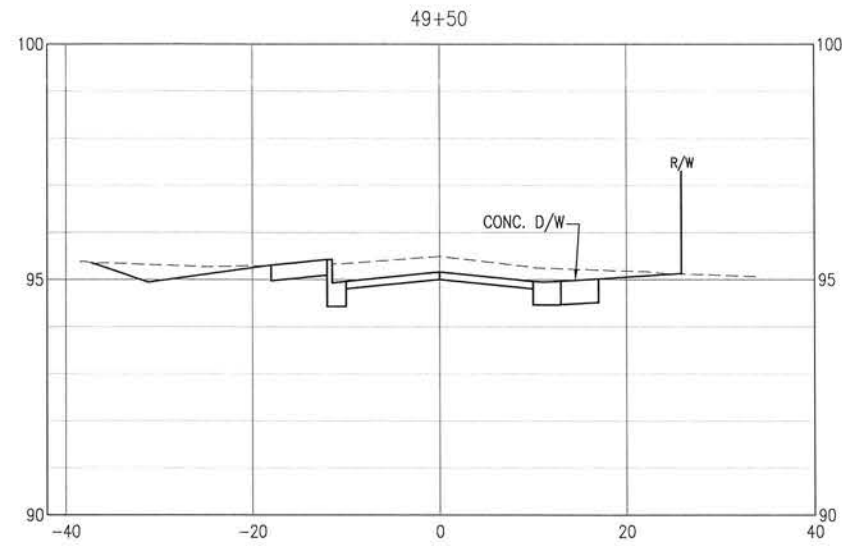
PROJECT NO: **24323.02**
DESIGNED BY:
DRAWN BY:
CHK'D BY:
PROJ. MGR: MDL
DATE: JAN 2021

NOT RELEASED FOR CONSTRUCTION BY DATE

CROSS-SECTIONS

C-127

E:\DWG\243\24323.02\C-120-130 Site Xsns.dwg, Jan 12, 2021 - 8:40:58AM, rgeiger



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850)438-8661
ENGINEERING BUSINESS EB-000040
Pensacola - Panama City Beach - Tallahassee - Mobile
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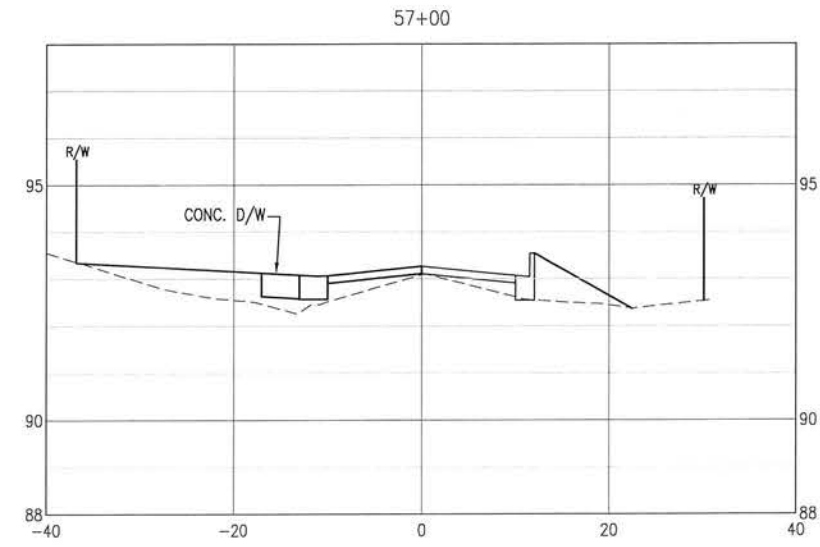
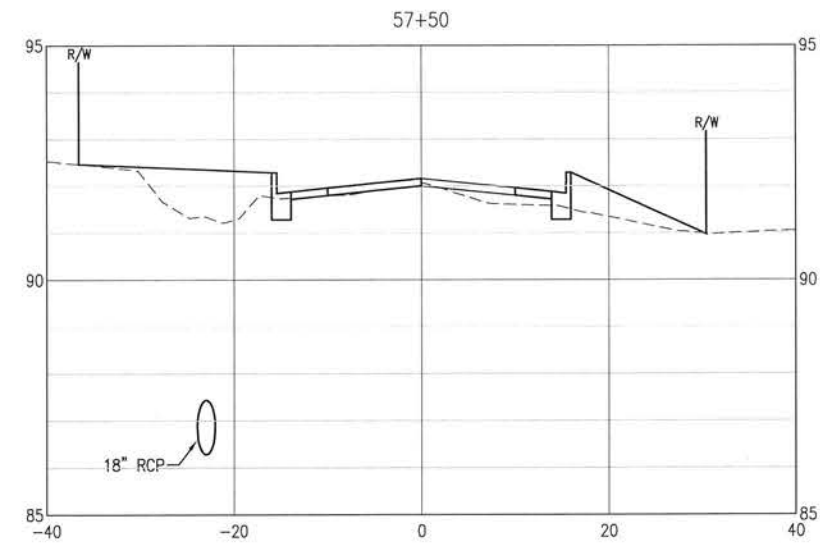
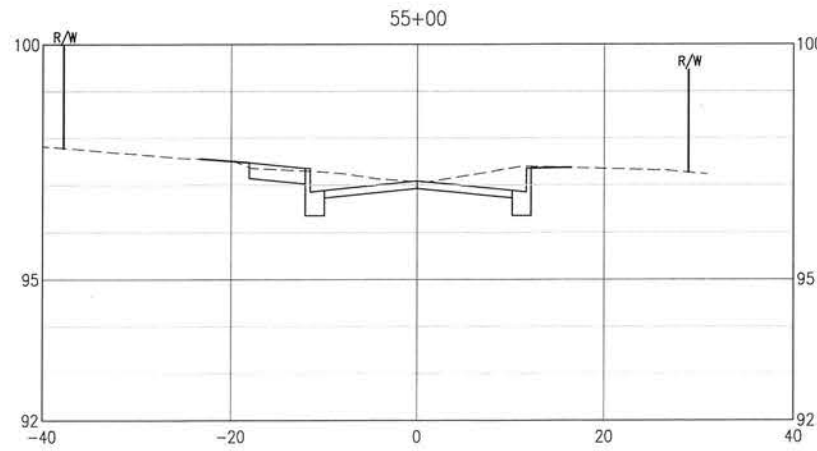
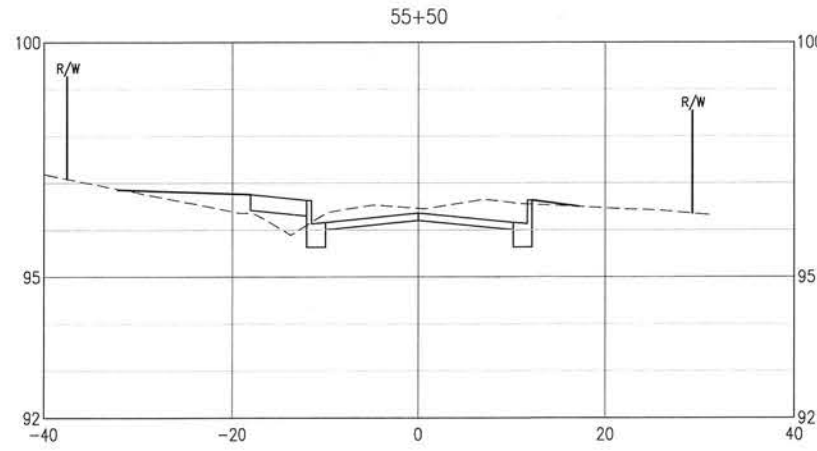
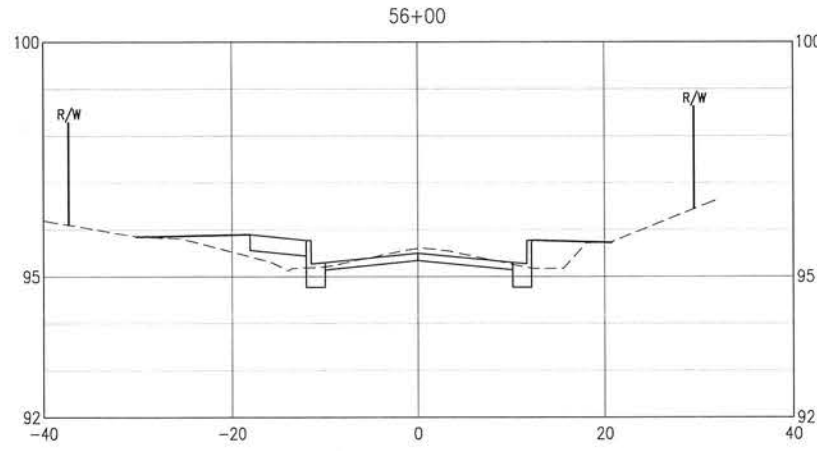
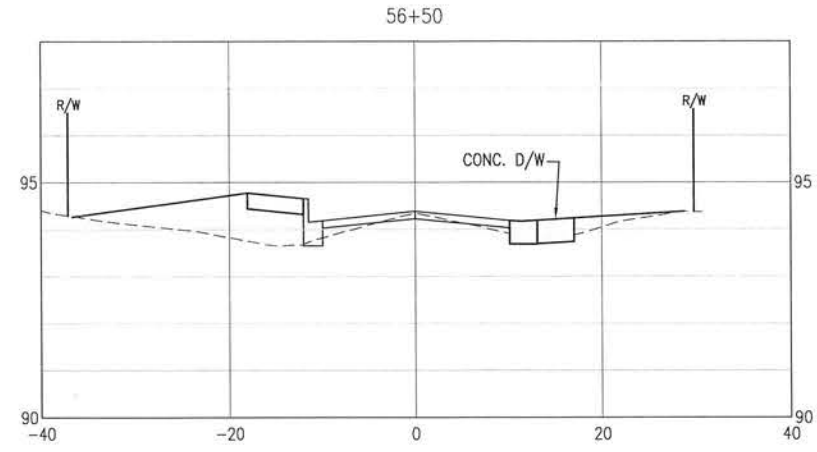
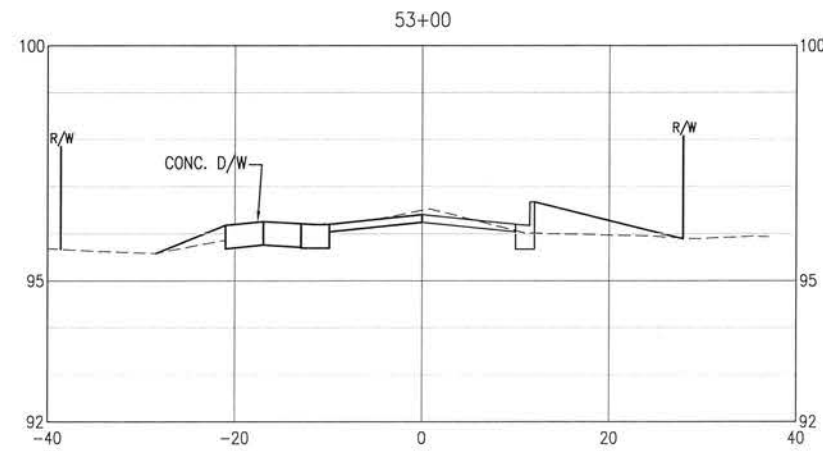
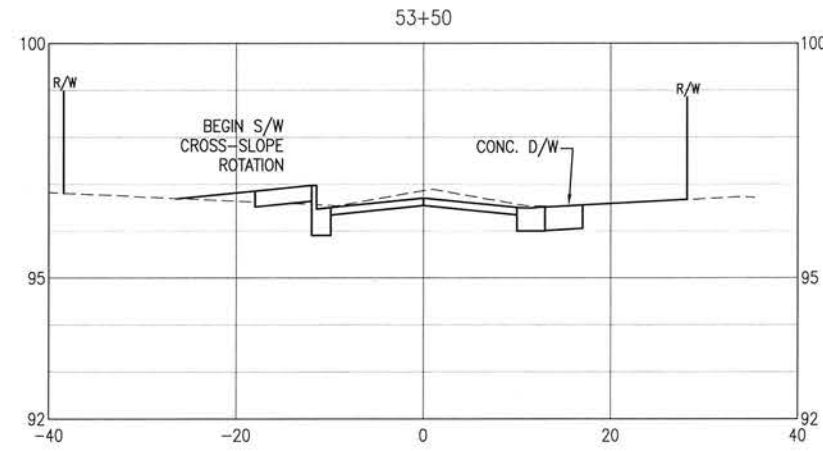
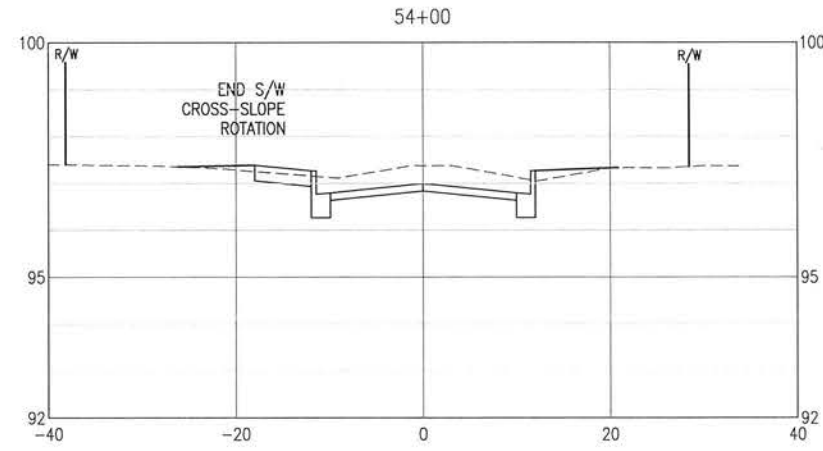
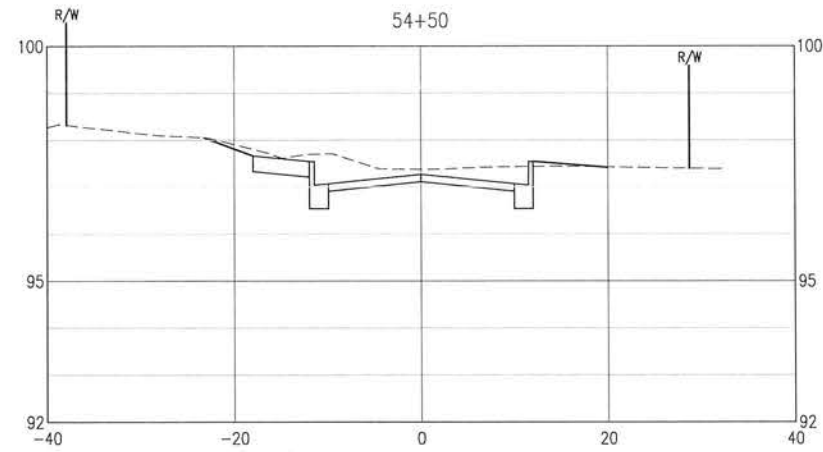
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	24323.02	NO.	DATE	APPR.	REVISION / ACTION TAKEN
DESIGNED BY:					
DRAWN BY:					
CHK'D BY:					
PROJ. MGR:	MOL				
DATE:	JAN 2021				

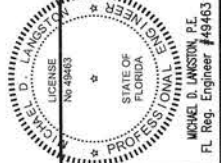
CROSS-SECTIONS

C-128

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SCALE: 1" = 10' HORIZ.
0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

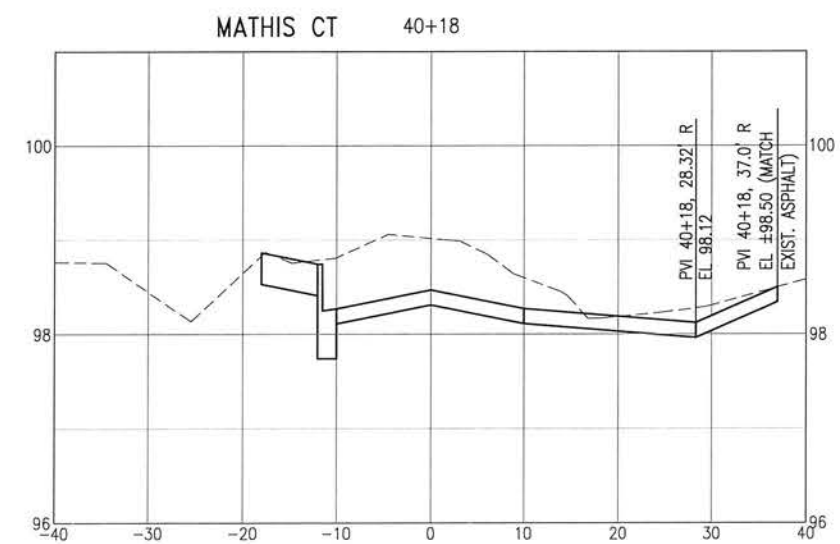
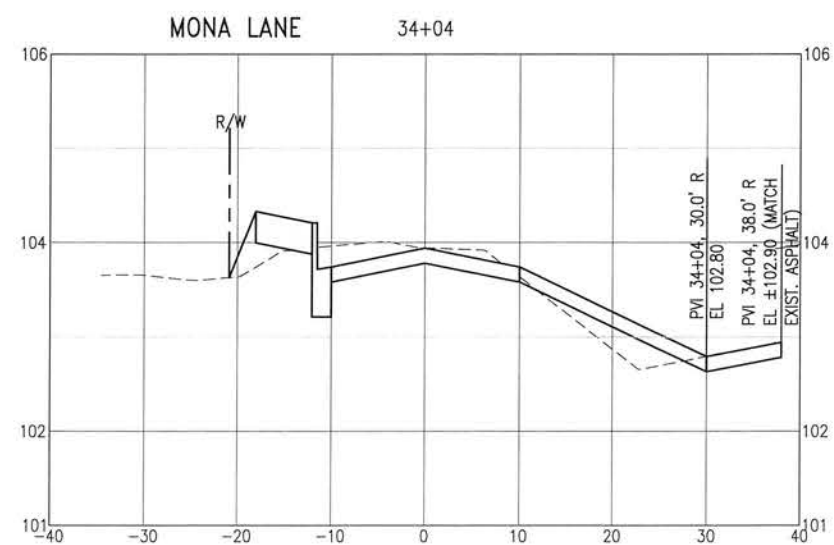
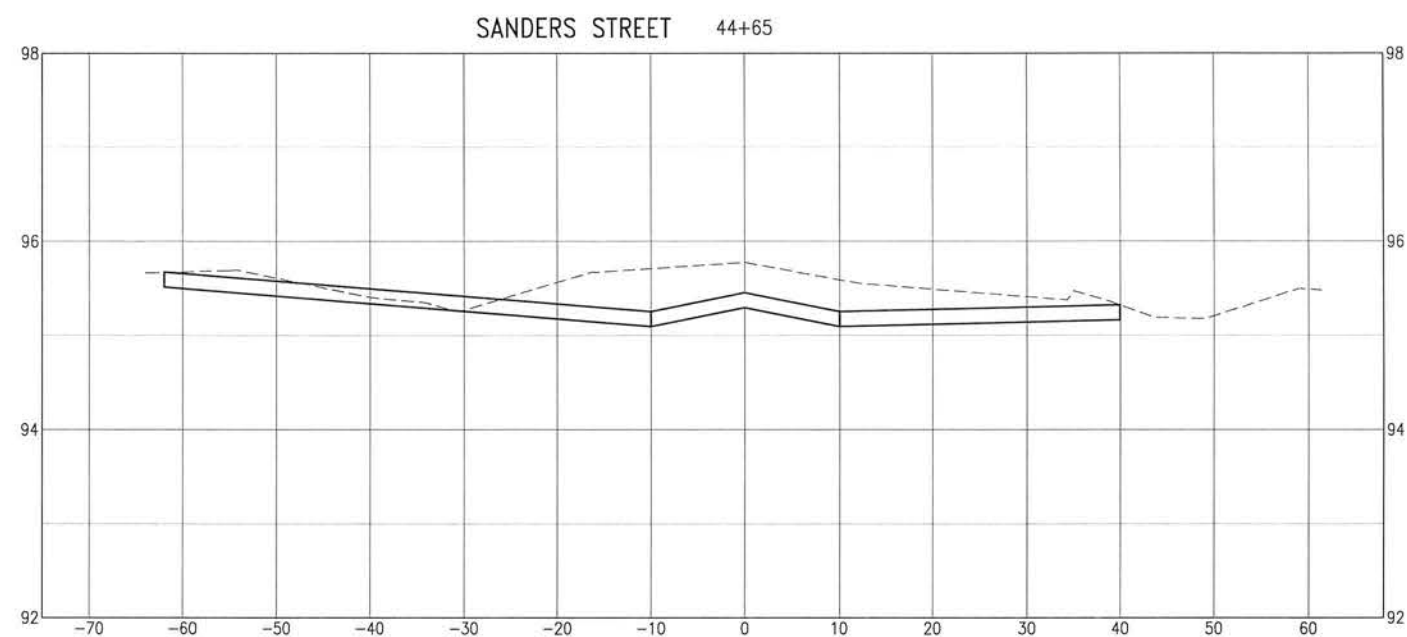
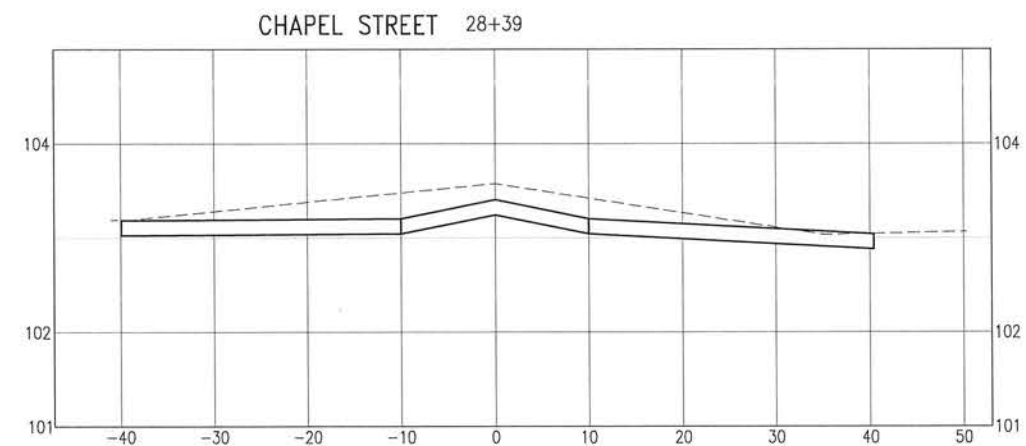
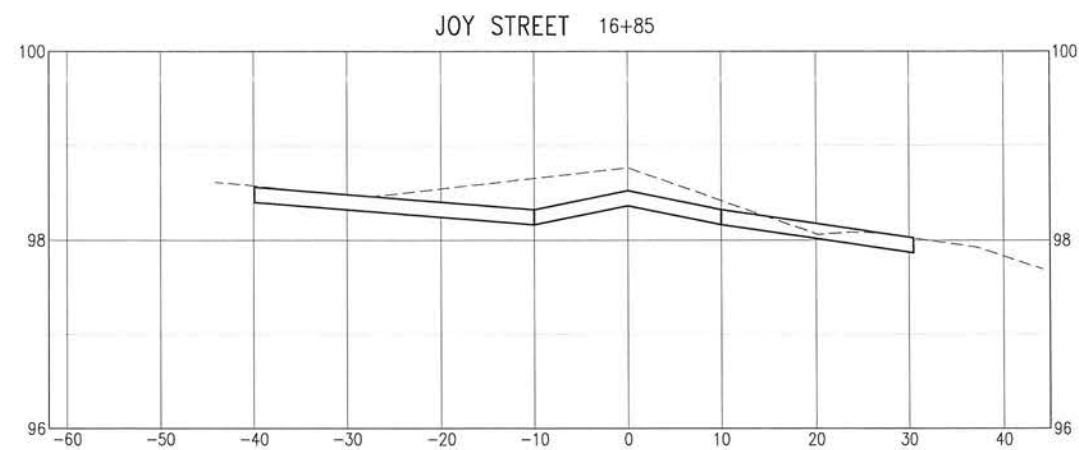
NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 24323.02	DESIGNED BY:	CHK'D BY:	PROJ. MGR: MDL

CROSS-SECTIONS	NOT RELEASED FOR CONSTRUCTION BY: DATE: / /

C-129

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-8661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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0 5' 10' 20'
SCALE: 1" = 10' HORIZ.

0 0.5' 1' 2'
SCALE: 1" = 1'



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-6661

ENCLOSURE
PENSACOLA, FL 32504
PENSACOLA CITY BEACH - TALLAHASSEE - MOBILE
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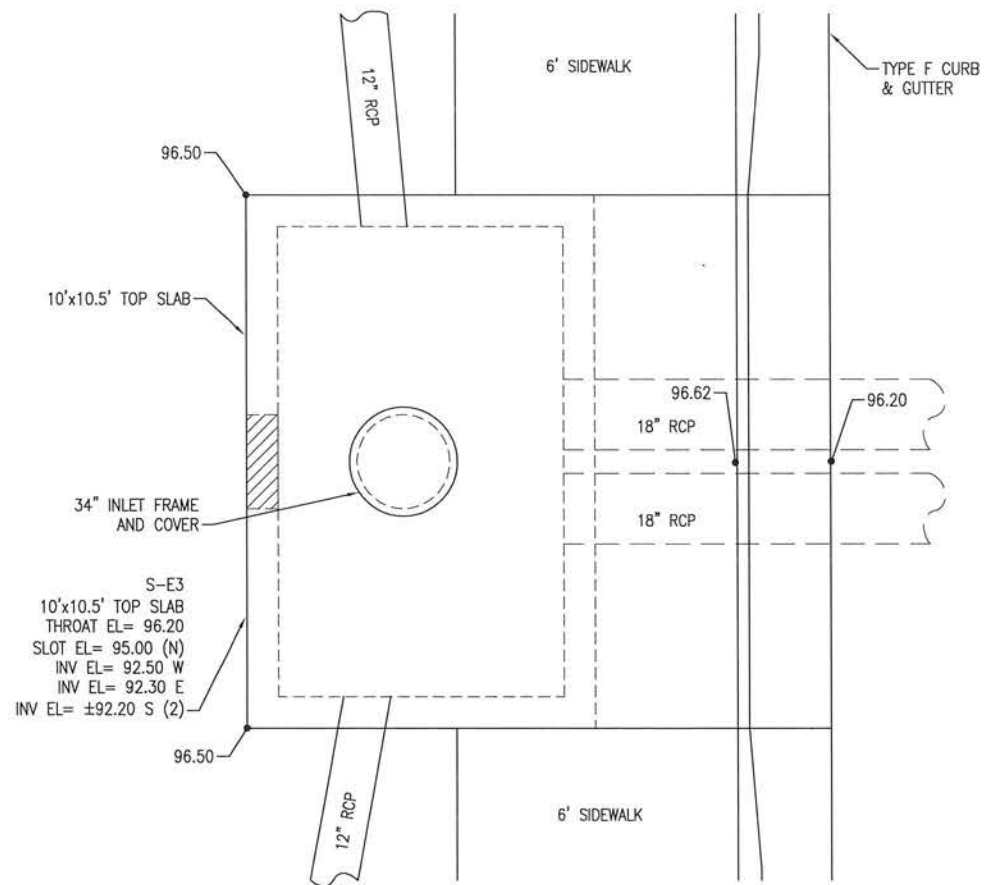
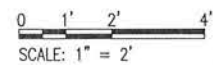
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY:				
CHKD BY:				
PROJ. MGR: MCL				
DATE: JAN 2021				
NOT RELEASED FOR CONSTRUCTION BY				DATE

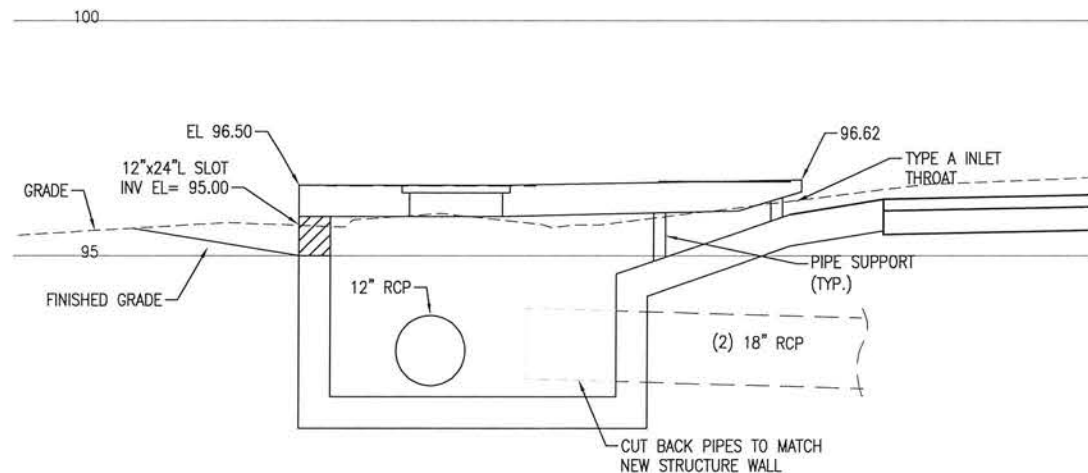
CROSS-SECTIONS

C-130

E:\DWG\243\24323.02\C-140-146 Structures.dwg, Jan 12, 2021 - 8:41:22AM, rgeiger

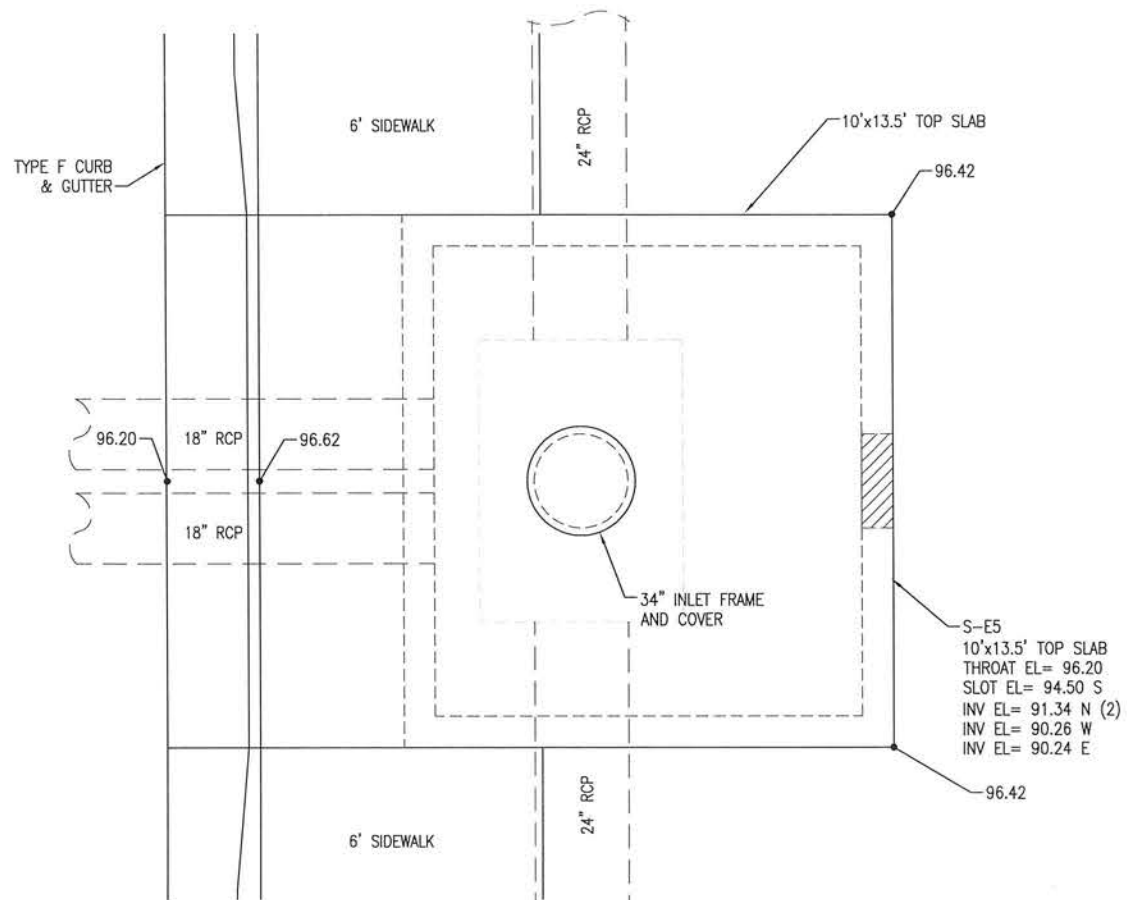


PLAN

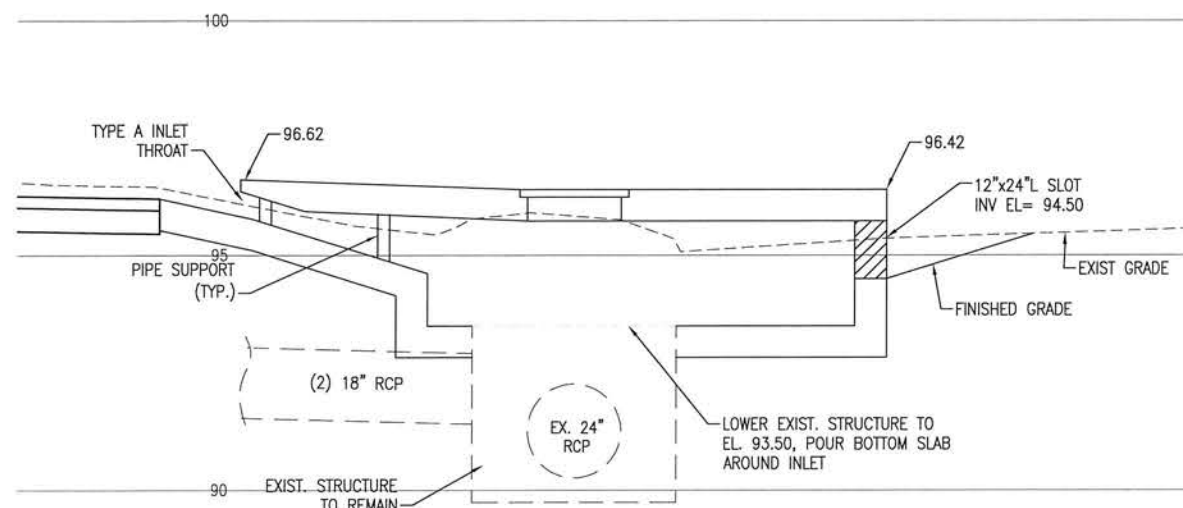


SECTION

STRUCTURE S-E3
NOT TO SCALE



PLAN

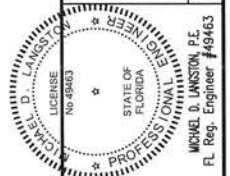


SECTION

STRUCTURE S-E5
NOT TO SCALE

NOTE:

1. FOR STRUCTURE DETAILS ON SHEETS C-140 THRU C-146, ALL REINFORCING SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 425-010.

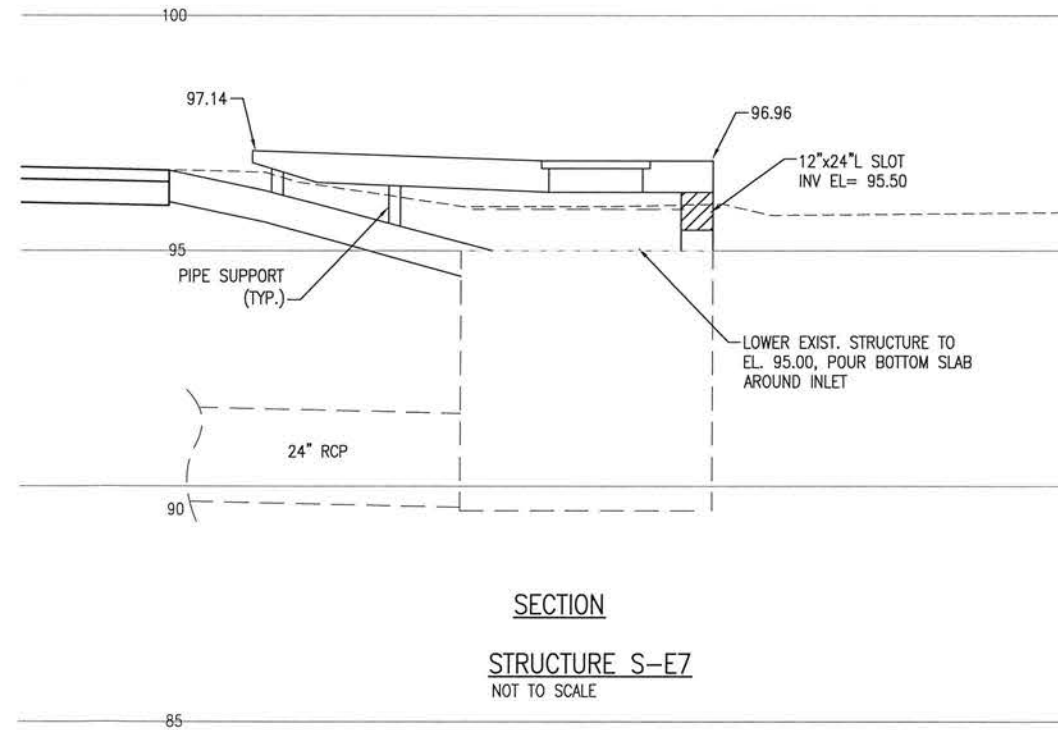
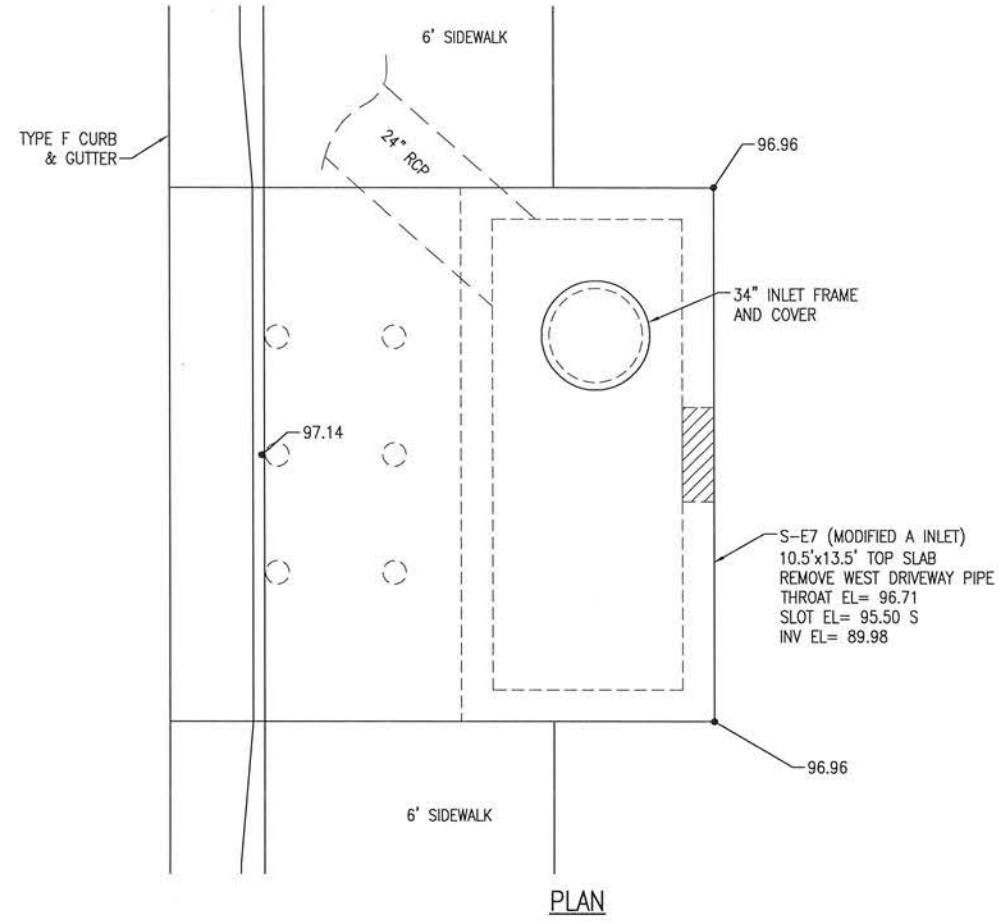
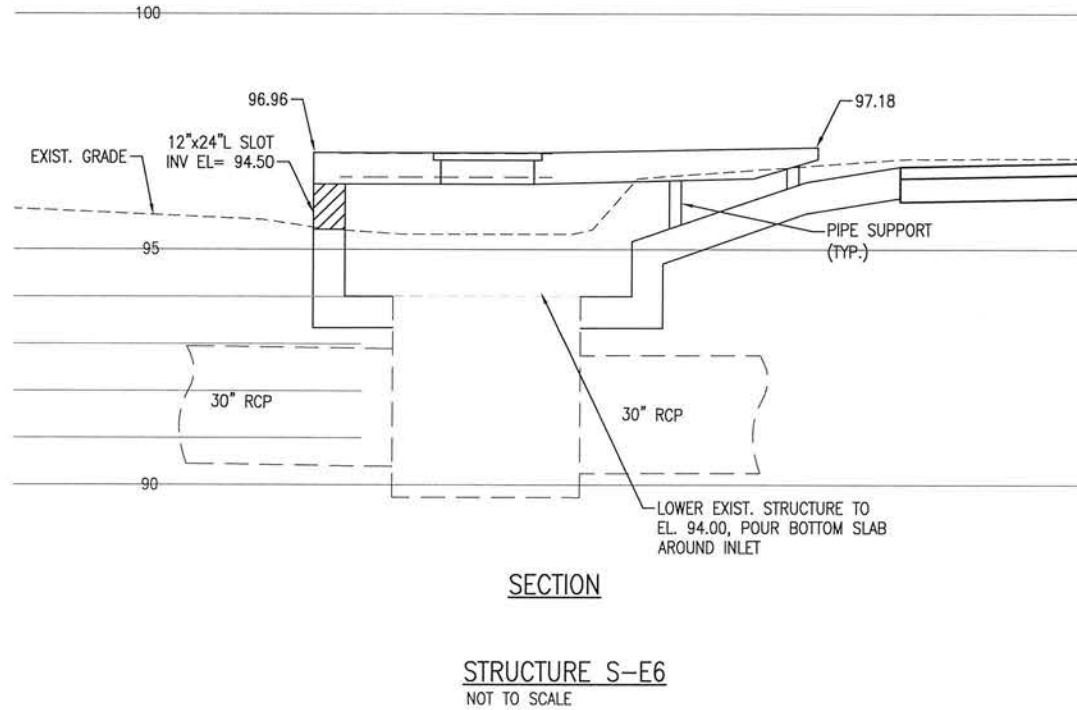
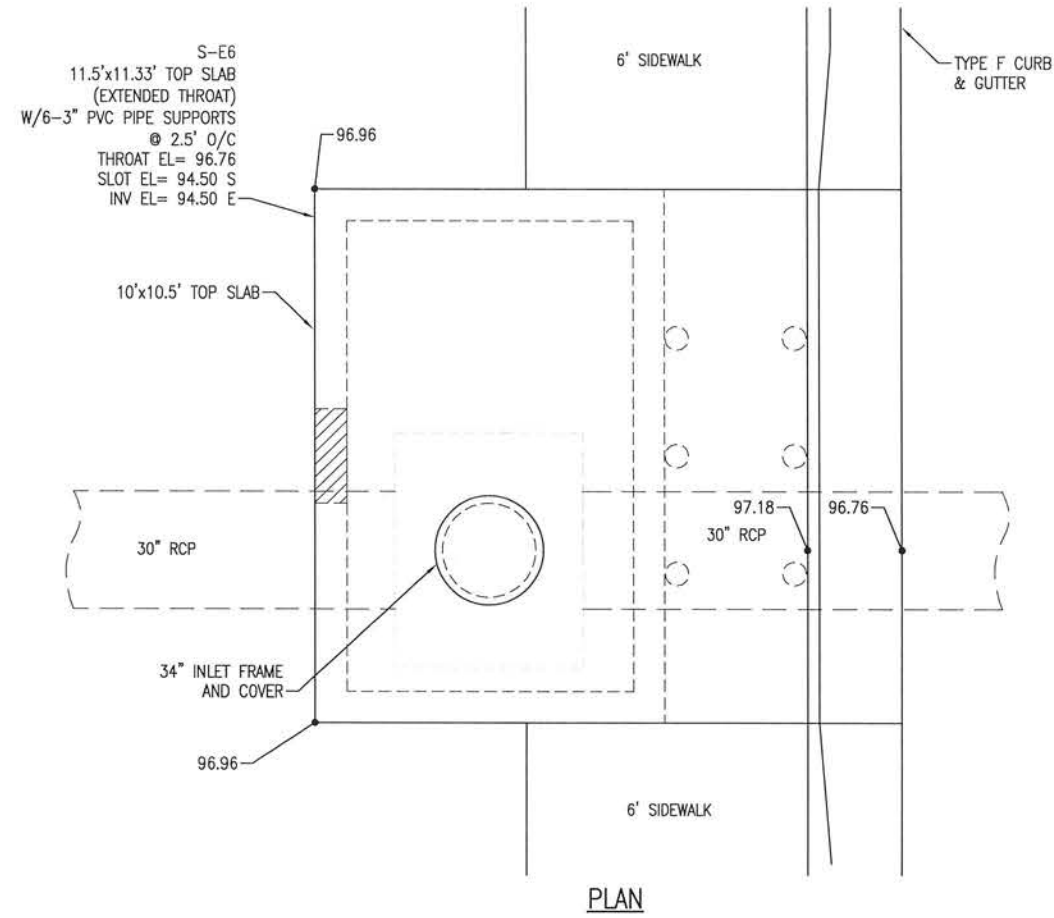


BURGESS ROAD
SIDEWALK DESIGN

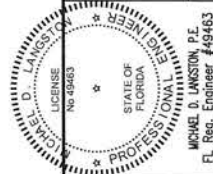
PROJECT NO.	DESIGNED BY:	DATE	APPR.	REVISION/ACTION TAKEN
24323.02	DRWN BY:			
	CHK'D BY:			
	PROJ. MGR: MDL			
	DATE: JAN 2021			
				NOT RELEASED FOR CONSTRUCTION BY DATE

STRUCTURE DETAILS

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0 1' 2' 4'
SCALE: 1" = 2'



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
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ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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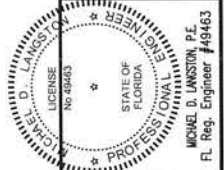
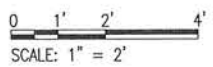
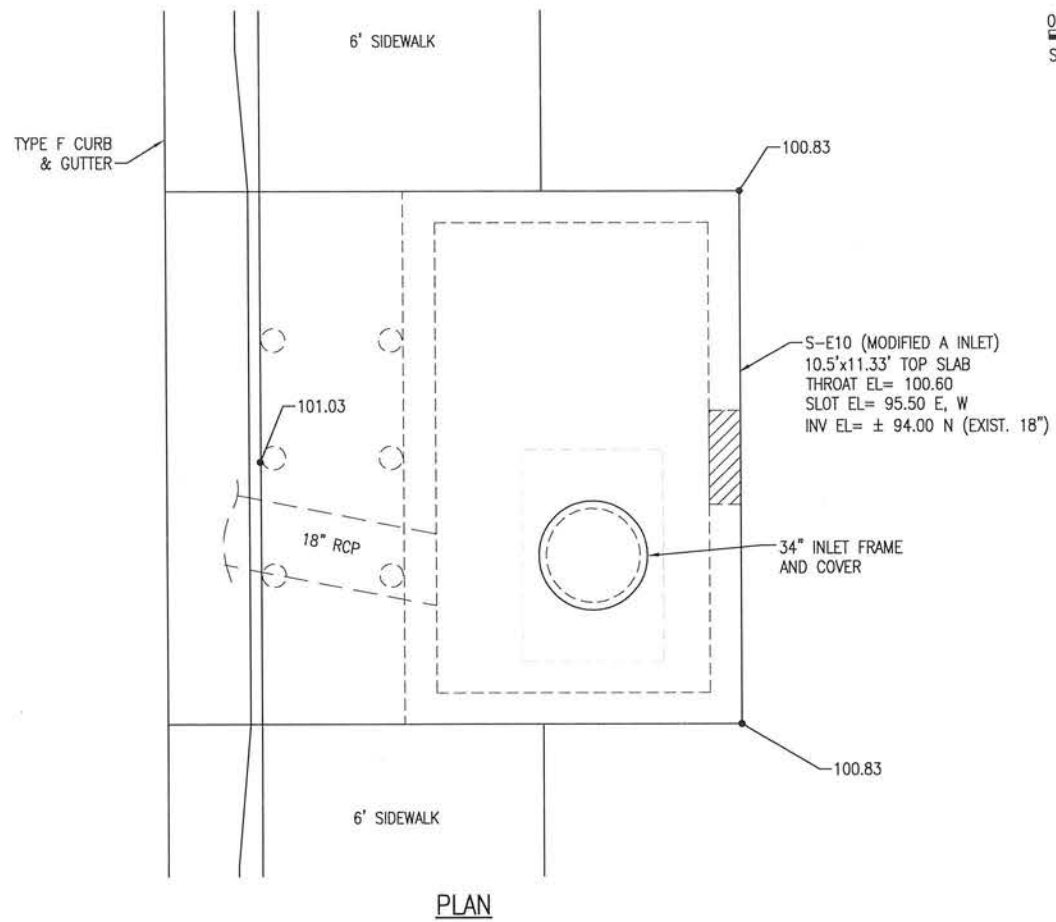
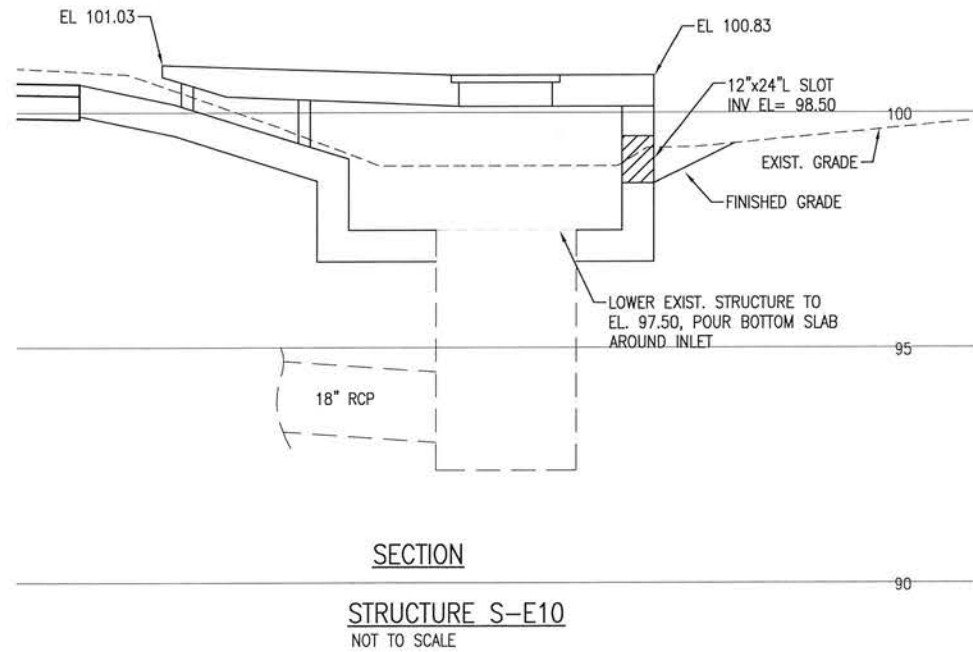
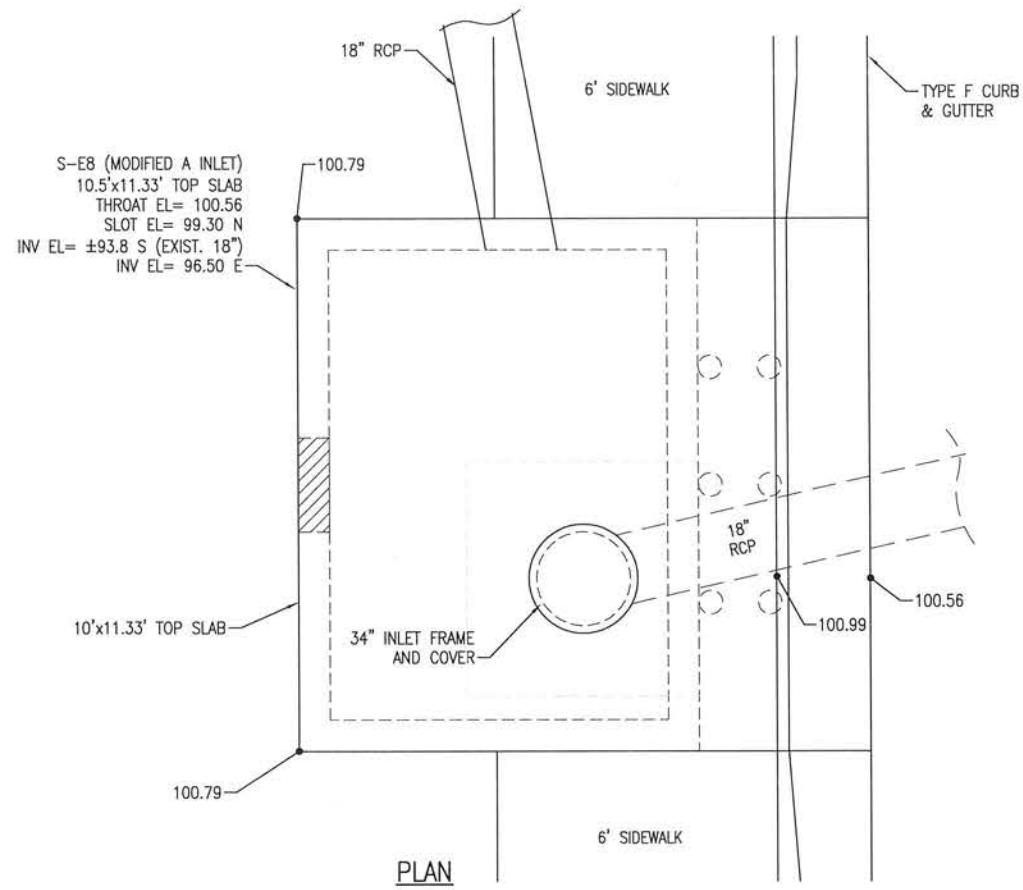
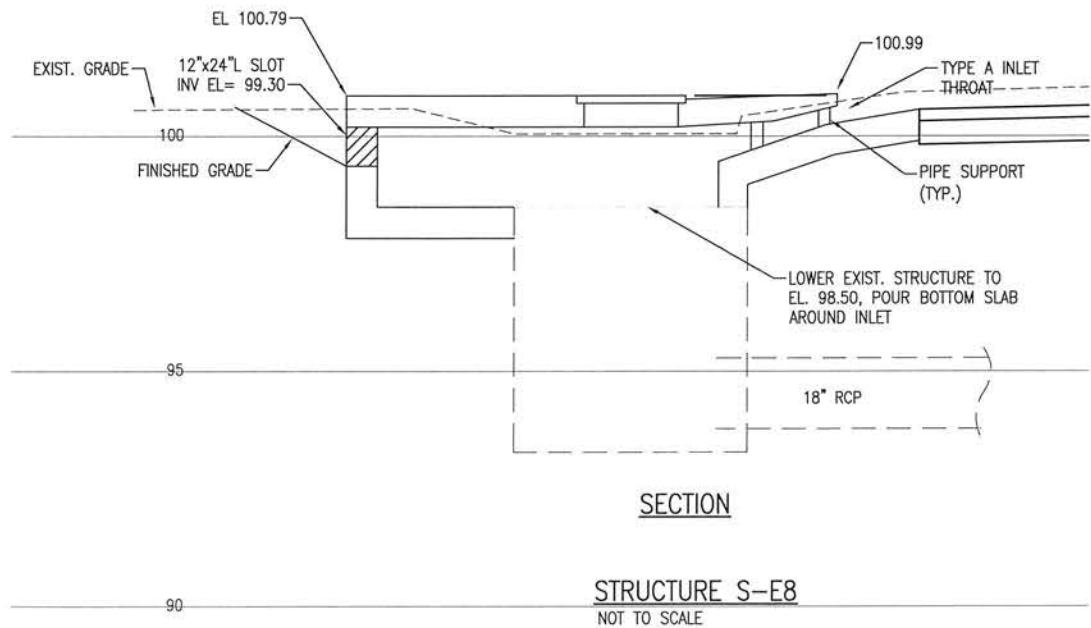
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	REVISION/ACTION TAKEN
24323.02	
DESIGNED BY:	
DRAWN BY:	
CHK'D BY:	
PROJ. MGR: MCL	
DATE: JAN 2021	
NOT RELEASED FOR CONSTRUCTION BY	DATE

STRUCTURE DETAILS

C-141

E:\DWG\243\24323.02\C-140-146 Structures.dwg, Jan 12, 2021 - 8:41:30AM, rgeiger



BURGESS ROAD
SIDEWALK DESIGN

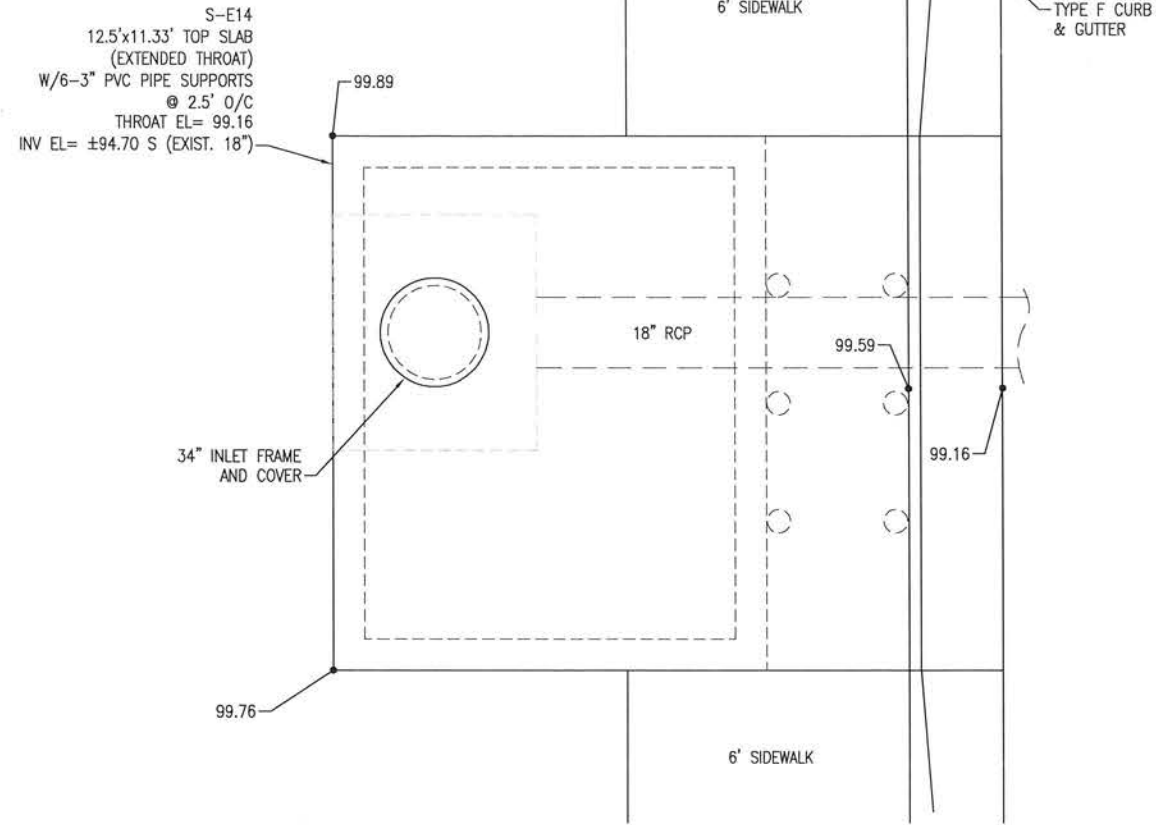
PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

STRUCTURE DETAILS

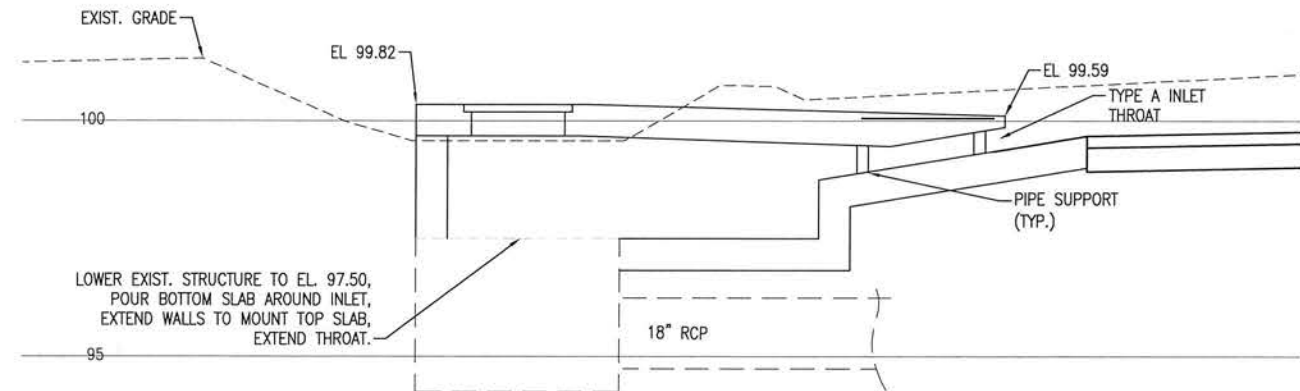
C-142

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
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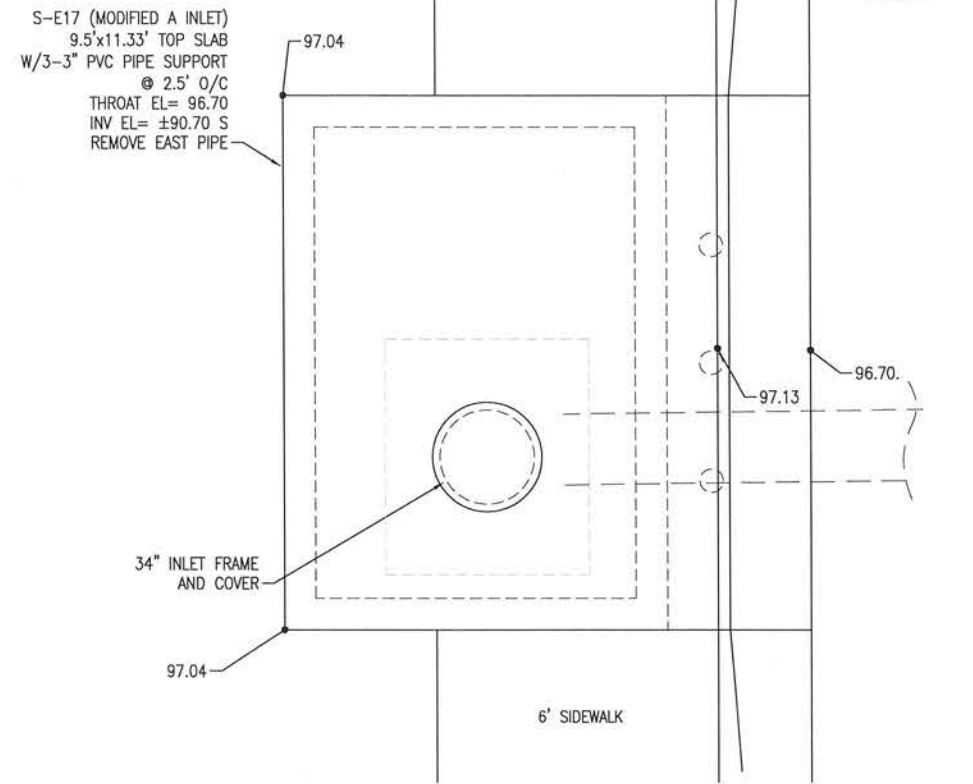


PLAN

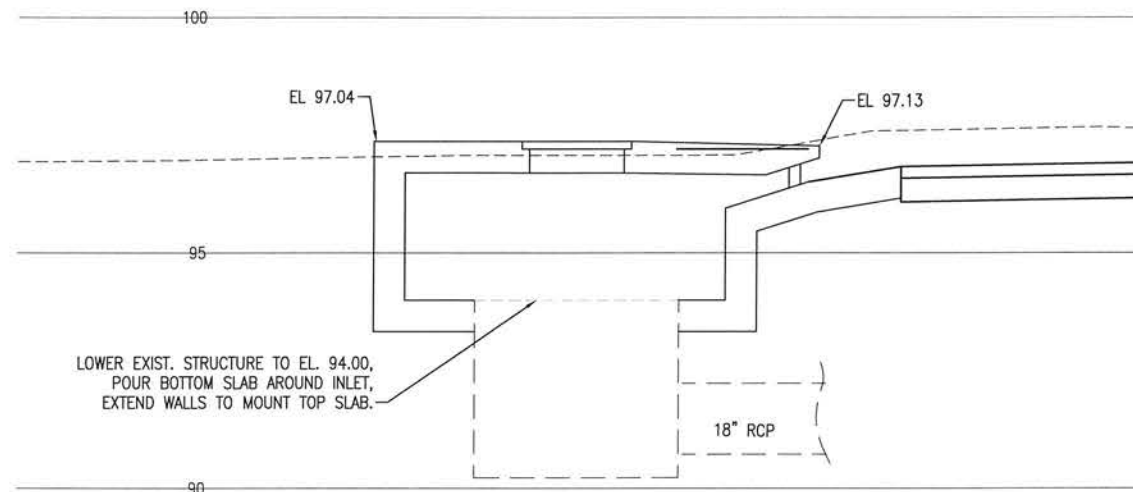


SECTION

STRUCTURE S-E14
NOT TO SCALE



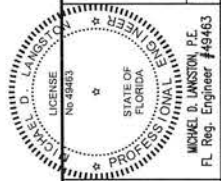
PLAN



SECTION

STRUCTURE S-E17
NOT TO SCALE

0 1' 2' 4'
SCALE: 1" = 2'



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
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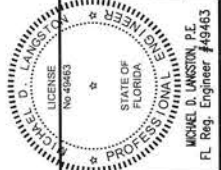
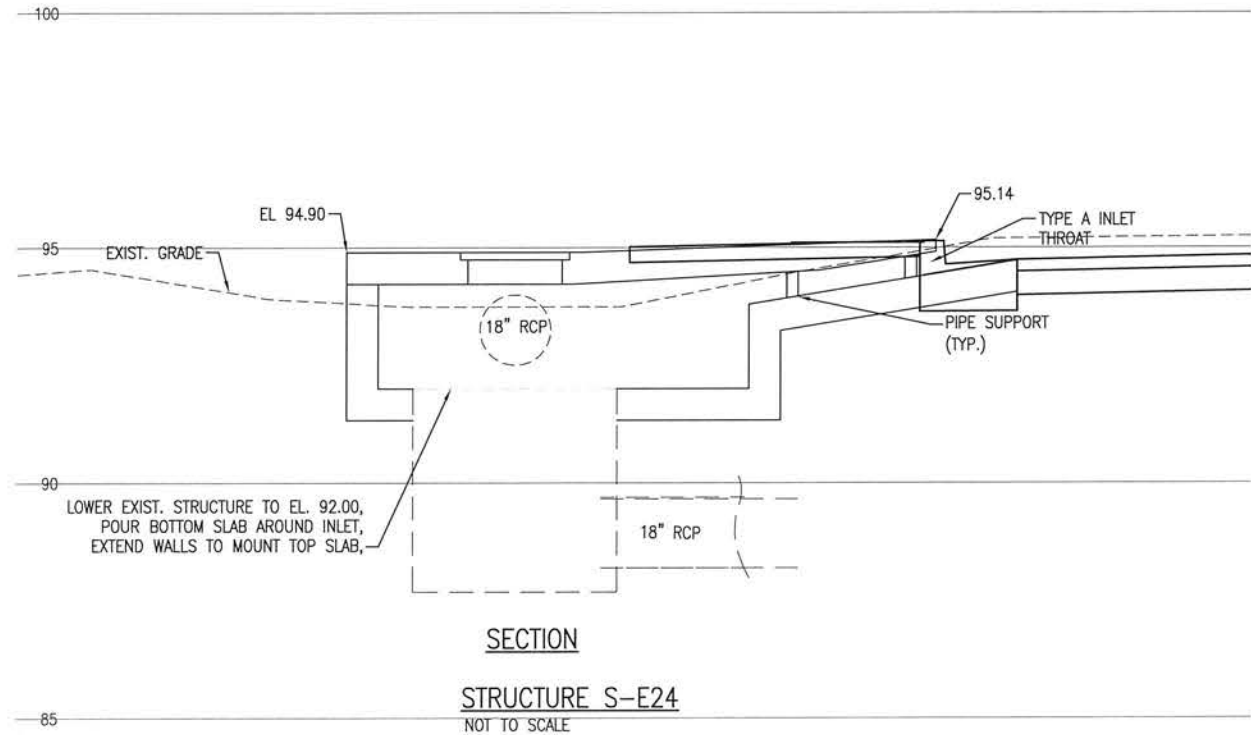
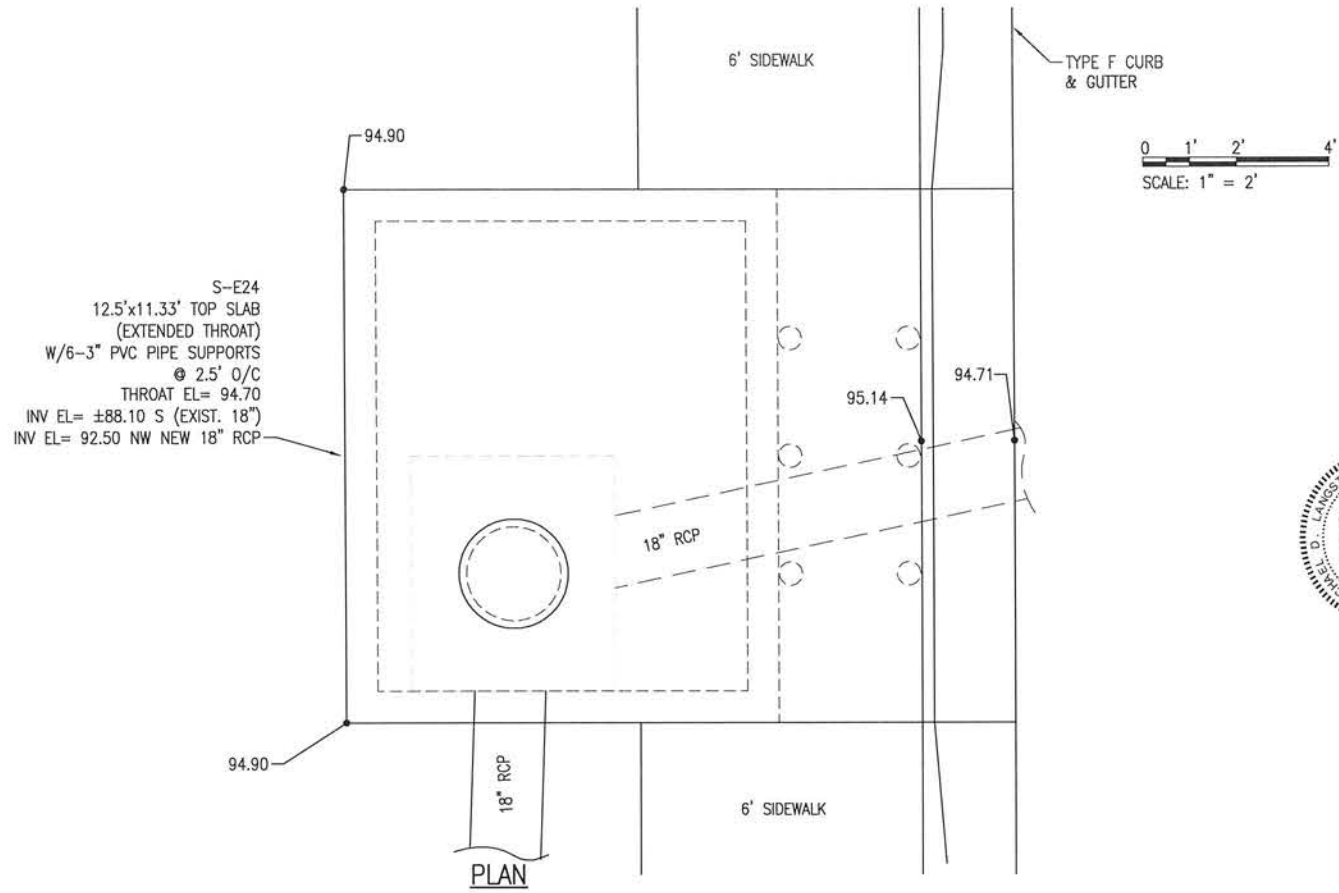
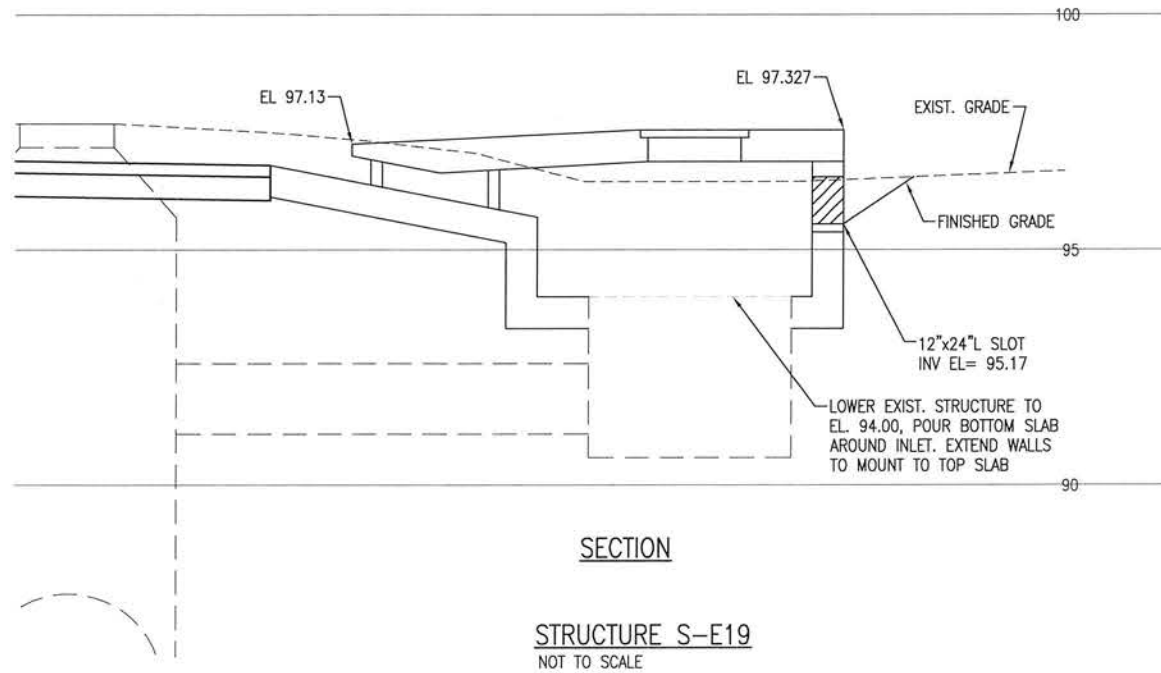
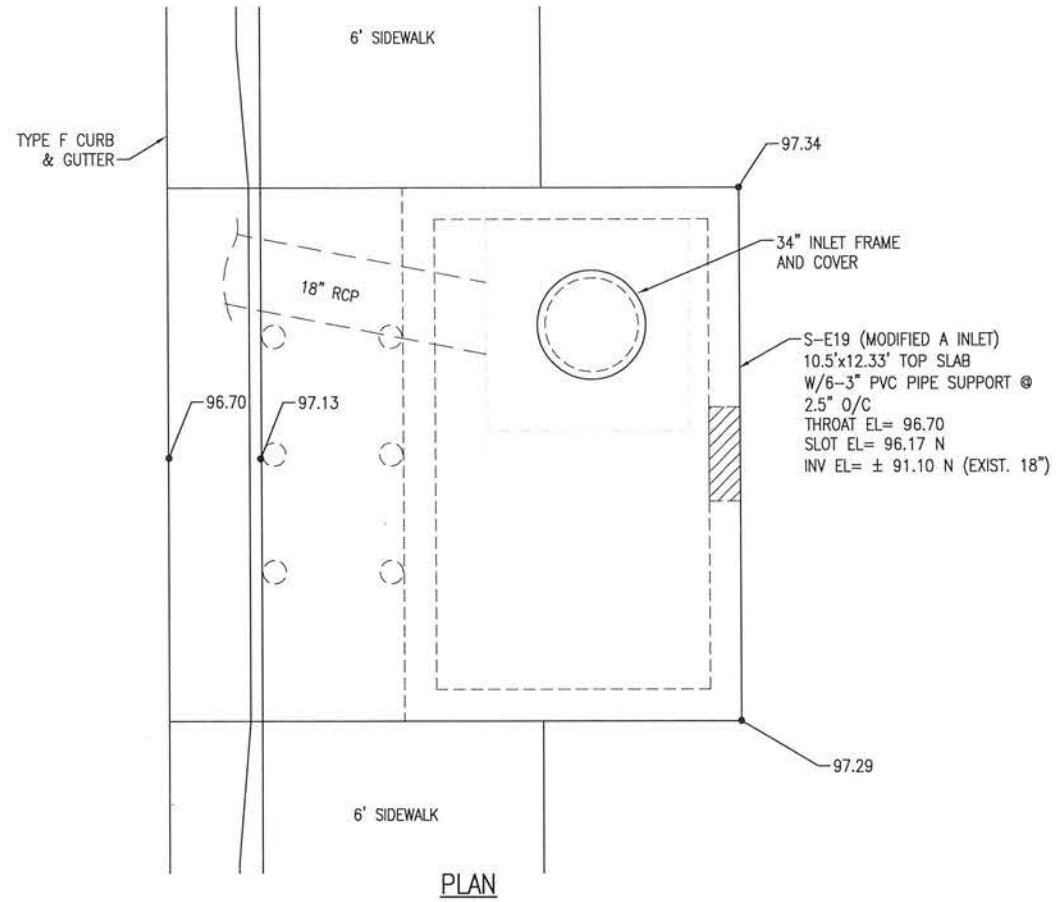
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	DESIGNED BY:	DRAWN BY:	CHK'D BY:	PROJ. MGR:	DATE:
24323.02				MOL	JAN 2021
NO.	DATE	APPR.	REVISION/ACTION TAKEN	NOT RELEASED FOR CONSTRUCTION BY DATE	

STRUCTURE DETAILS

C-143

E:\DWG\243\24323.02\C-146 Structures.dwg, Jan 12, 2021 - 8:41:38AM, rgeiger



BURGESS ROAD
SIDEWALK DESIGN

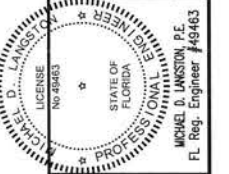
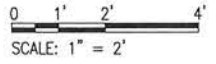
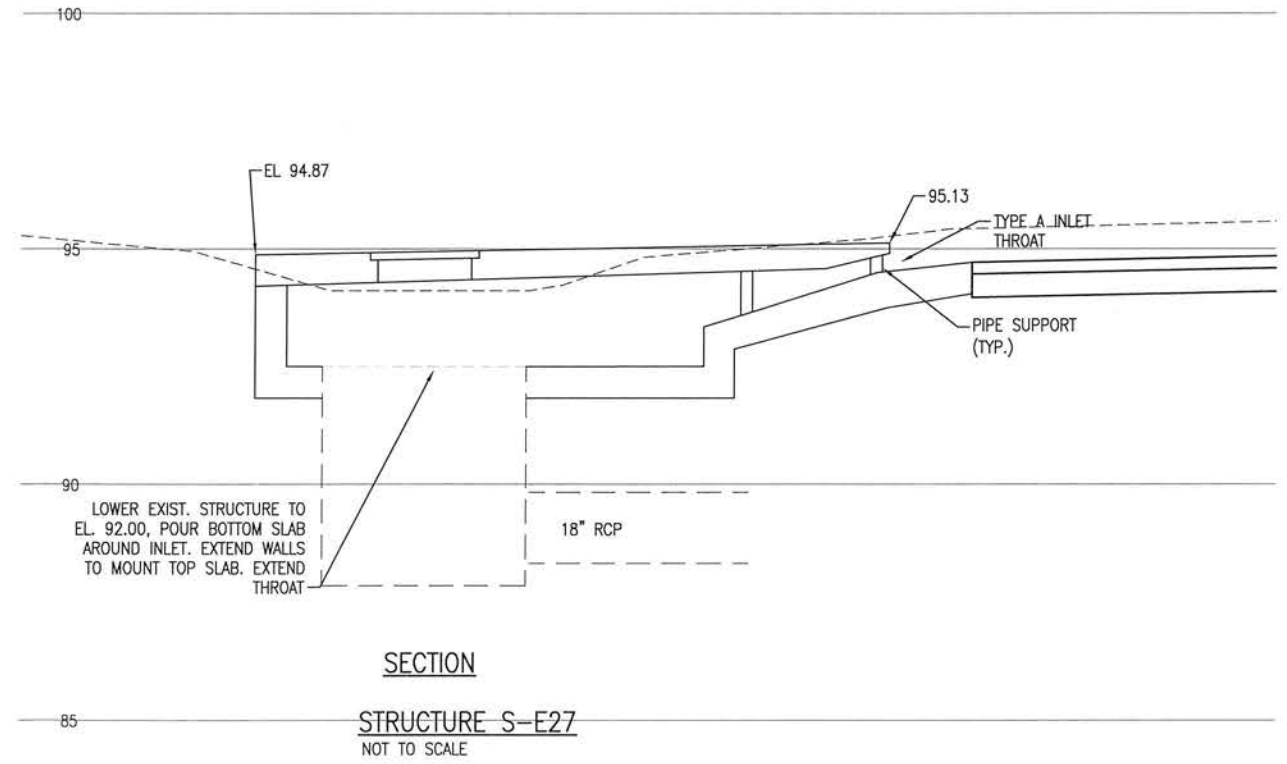
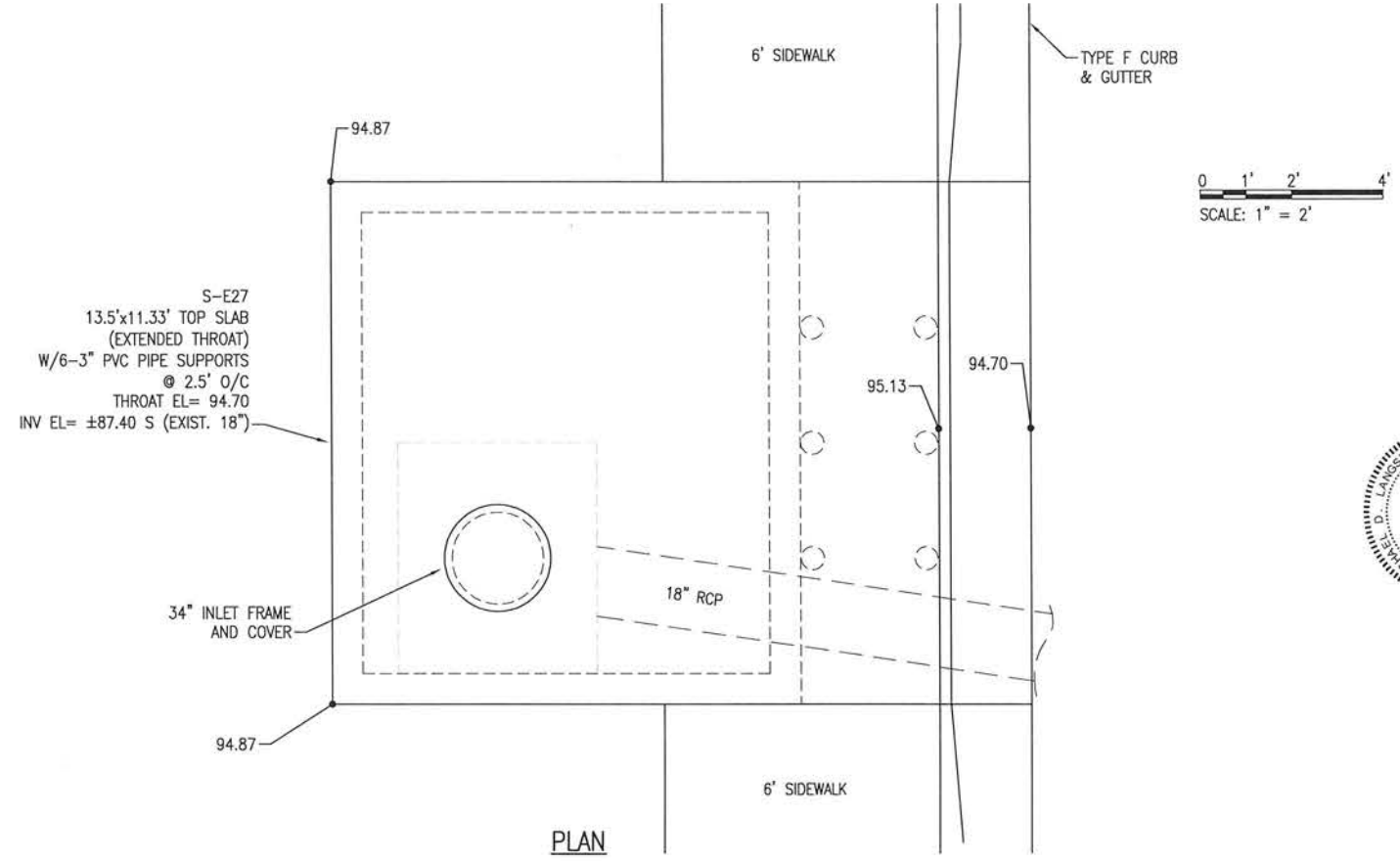
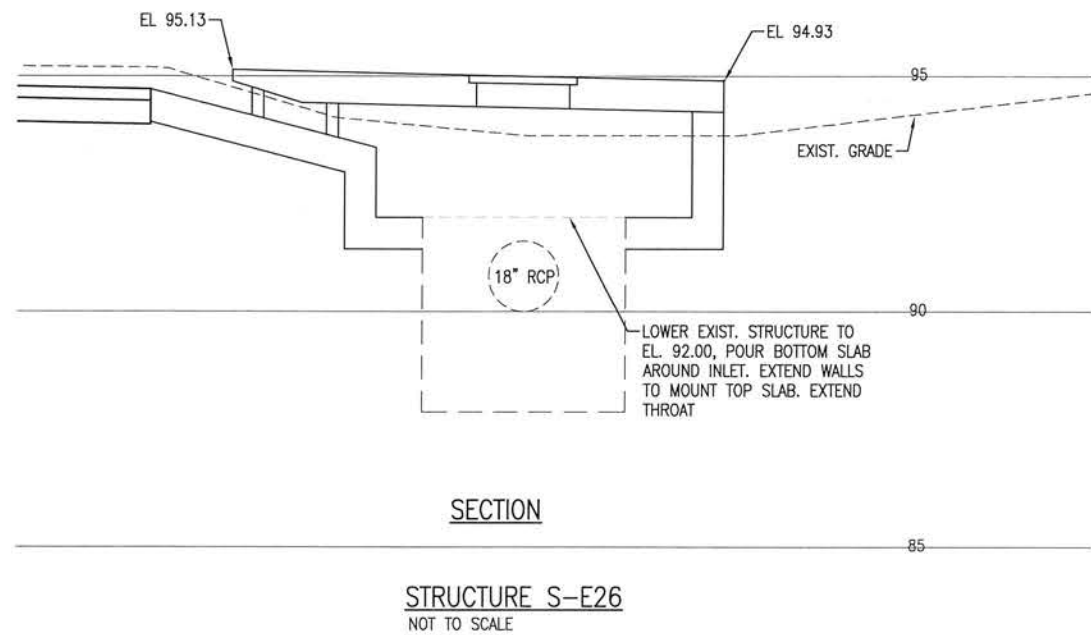
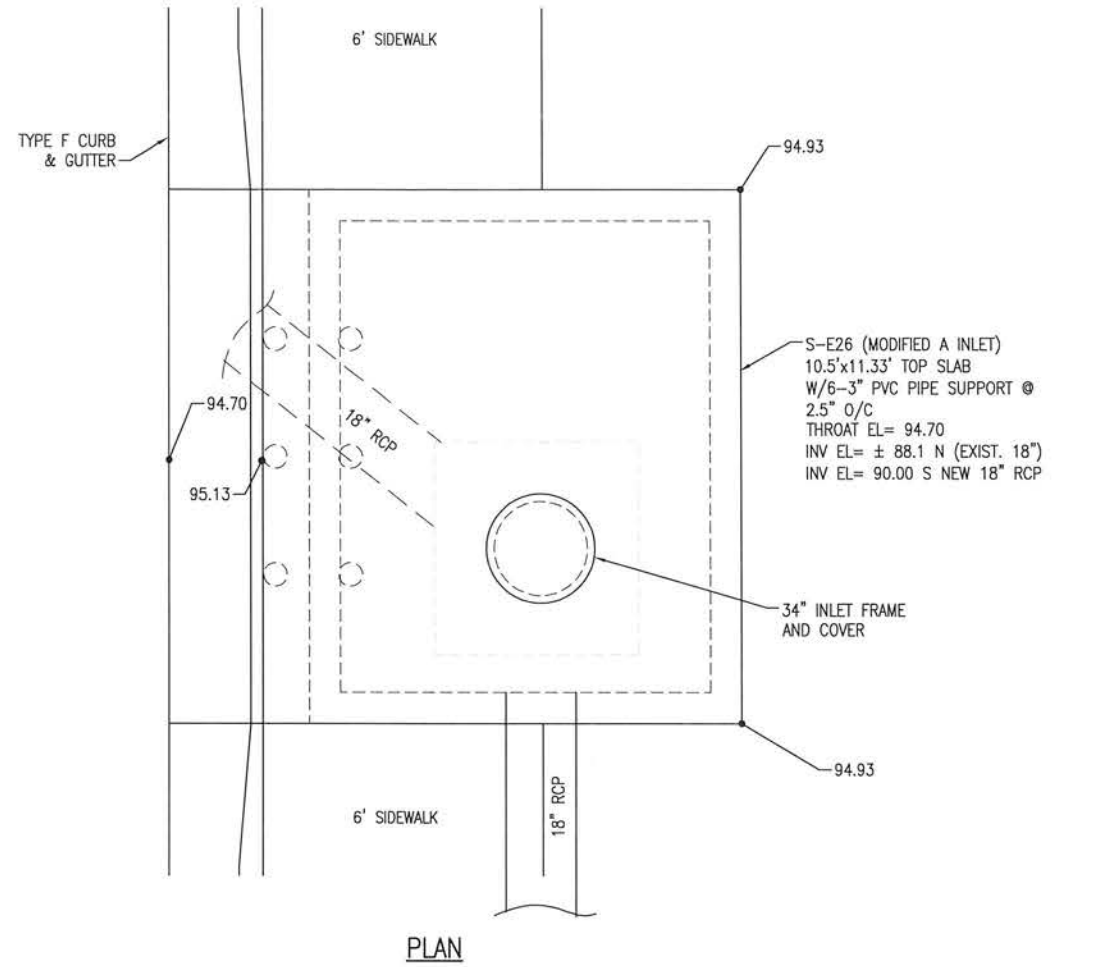
STRUCTURE DETAILS

C-144

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				
NOT RELEASED FOR CONSTRUCTION BY DATE				

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BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS EB-000040
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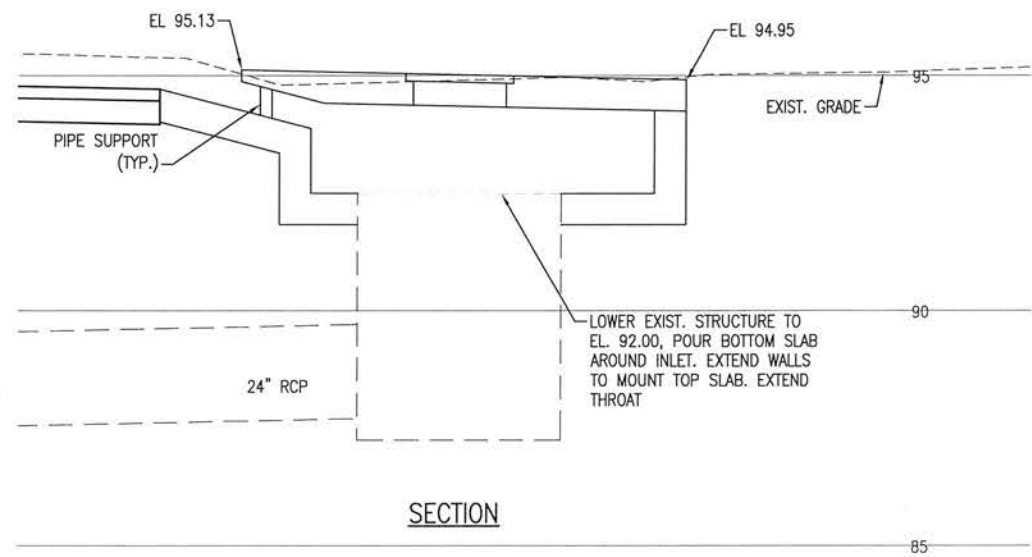
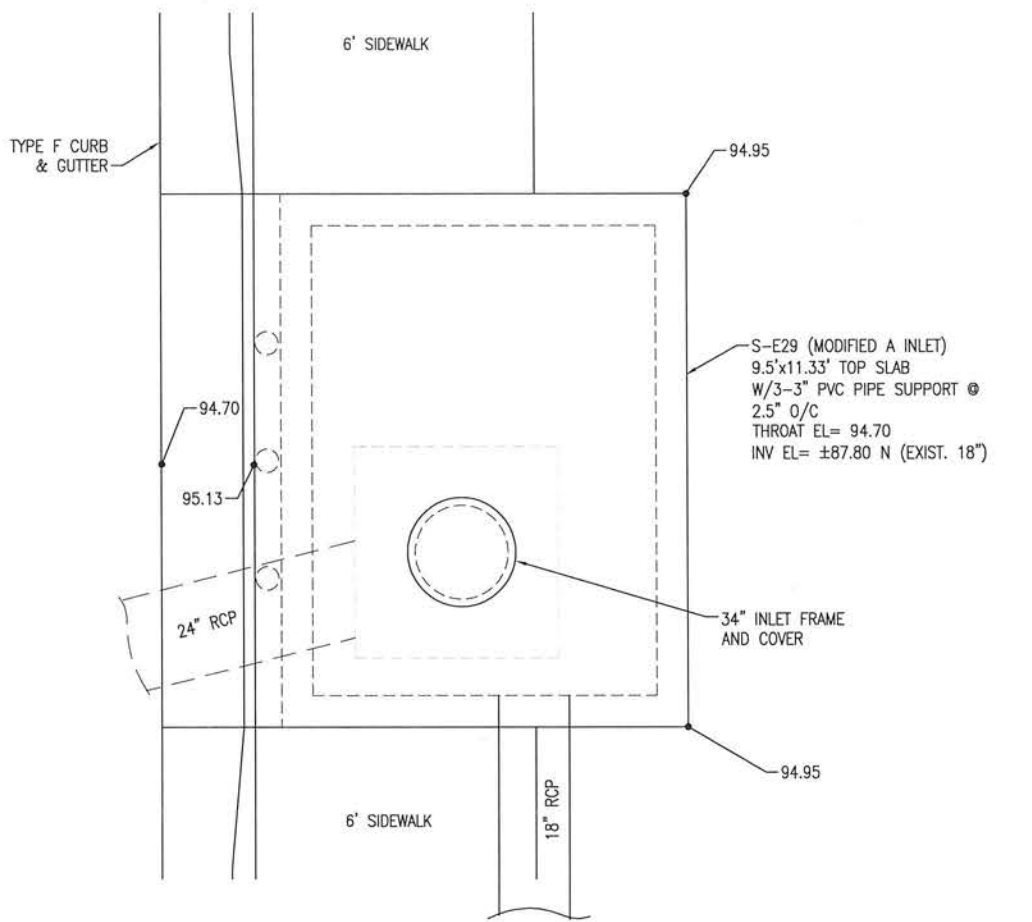
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	24323.02	NO.	DATE	APPR.	REVISION / ACTION TAKEN
DESIGNED BY:					
DRAWN BY:					
CHK'D BY:					
PROJ. MGR: MDL					
DATE: JAN 2021					

STRUCTURE DETAILS

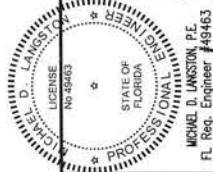
C-145

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STRUCTURE S-E29
NOT TO SCALE

0 1' 2' 4'
SCALE: 1" = 2'



BURGESS ROAD
SIDEWALK DESIGN

STRUCTURE DETAILS

C-146

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY:				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

NOT RELEASED FOR CONSTRUCTION BY DATE / /

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

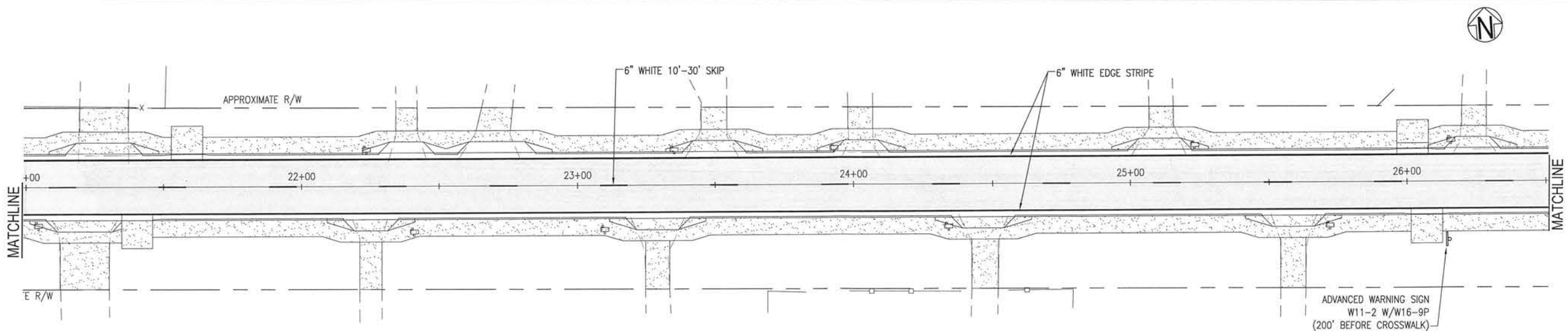
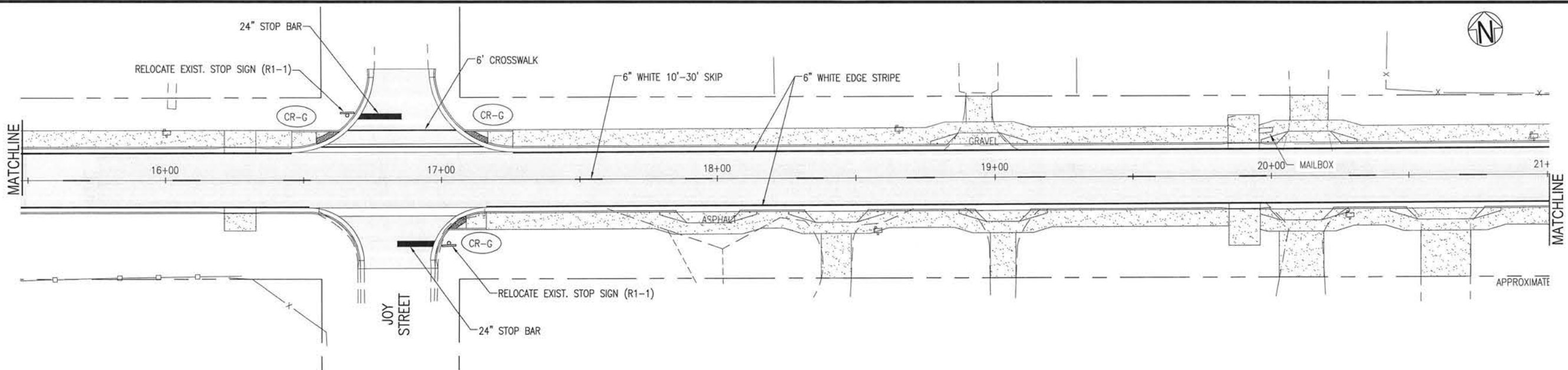
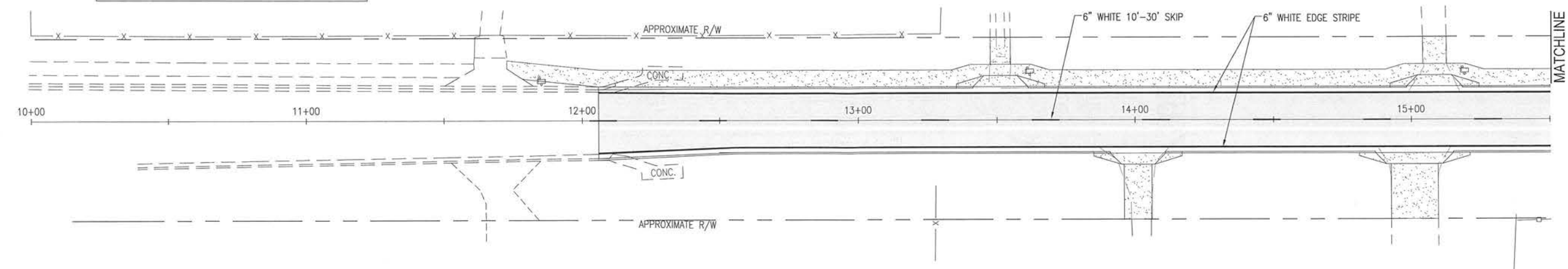
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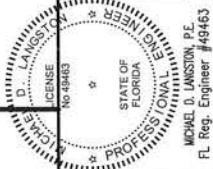
NOTE:
SEE UTILITY RELOCATION SHEETS FOR MAILBOX RELOCATIONS.



0 10' 20'
SCALE: 1" = 20'



ADVANCED WARNING SIGN
W11-2 W/W16-9P
(200' BEFORE CROSSWALK)



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
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ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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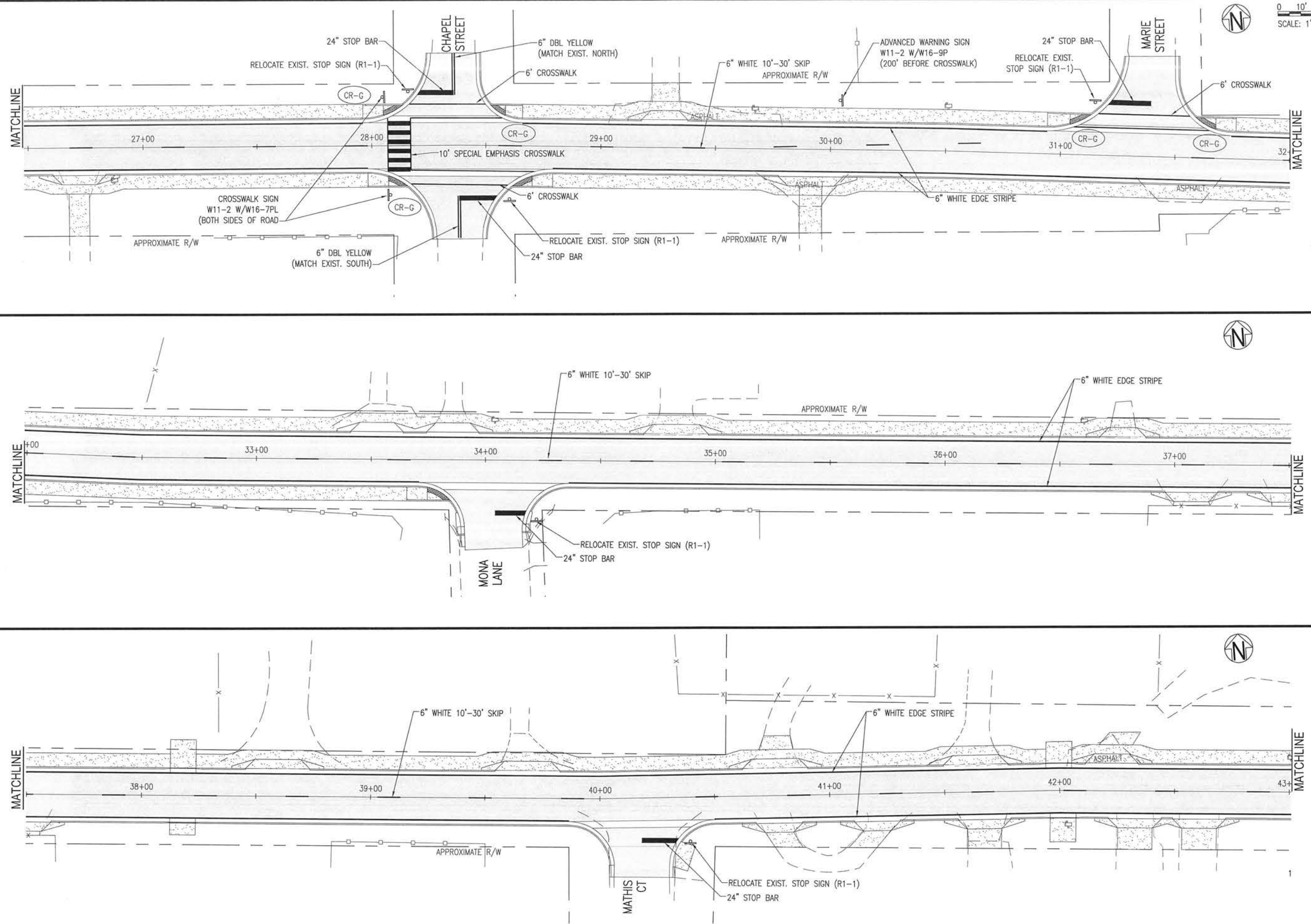
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MBL				
DATE: JAN 2021				

SIGNAGE AND
STRIPING PLAN

C-150

E:\DWG\243\24323.02\C-150-152 Signage.dwg, Jan 12, 2021 - 8:41:53AM, rgeiger

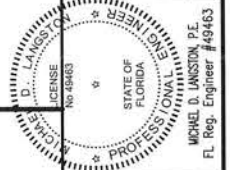


0 10' 20'
SCALE: 1" = 20'



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9561
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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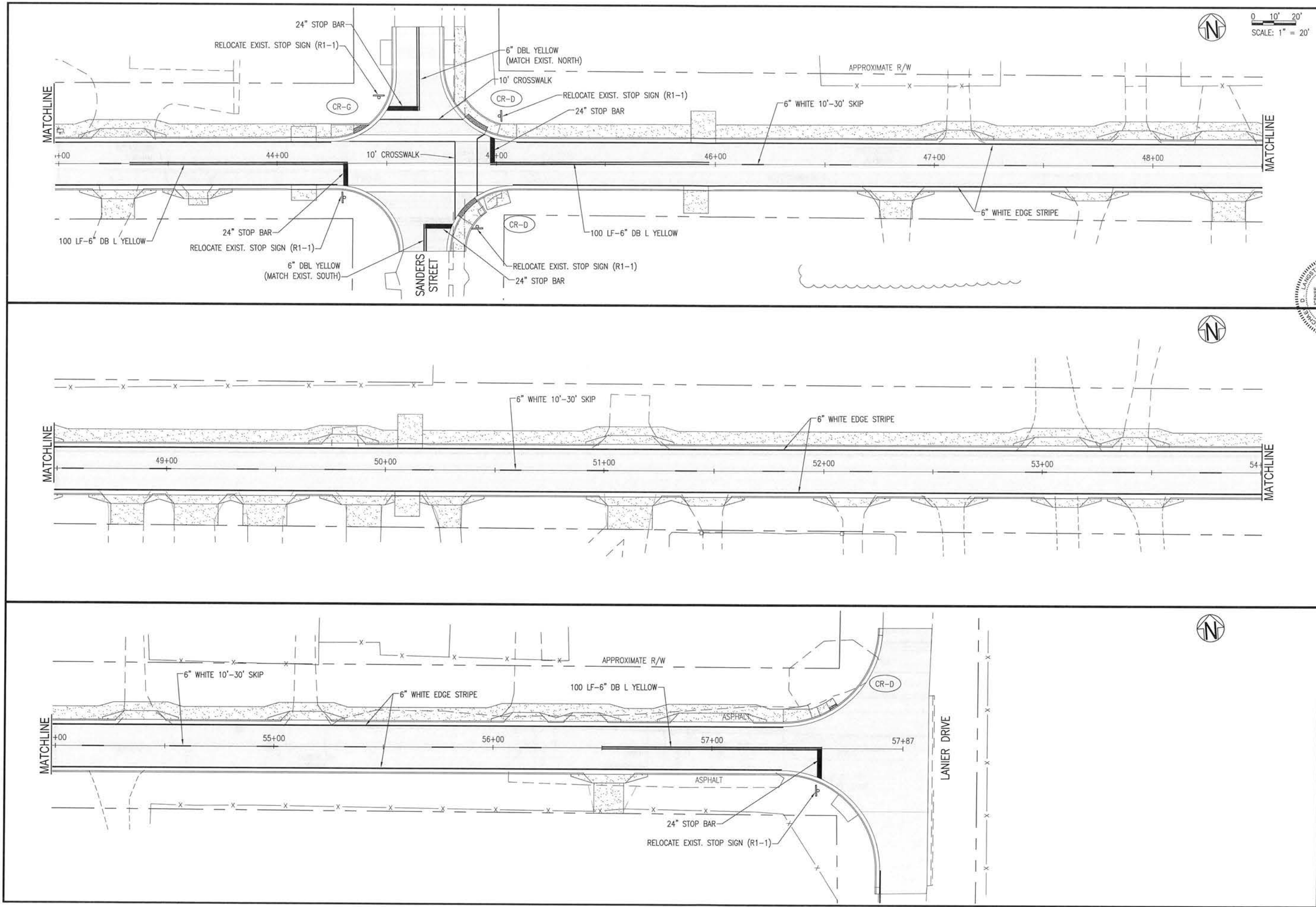
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY:				
DRAWN BY: RGG				
CHK'D BY:				
PROJ. MGR: MDL				
DATE: JAN 2021				

**SIGNAGE AND
STRIPING PLAN**

C-151

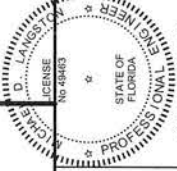
E:\DWG\243\24323.02\24323.02 C-152 Signage.dwg, Jan 12, 2021 - 8:41:55AM, rgeiger



0 10' 20'
SCALE: 1" = 20'

**BASKERVILLE-DONOVAN, INC.**
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9661
ENGINEERING BUSINESS EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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MICHAEL D. LANSON, P.E.
FL Reg. Engineer #94463

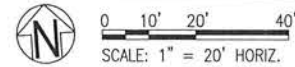
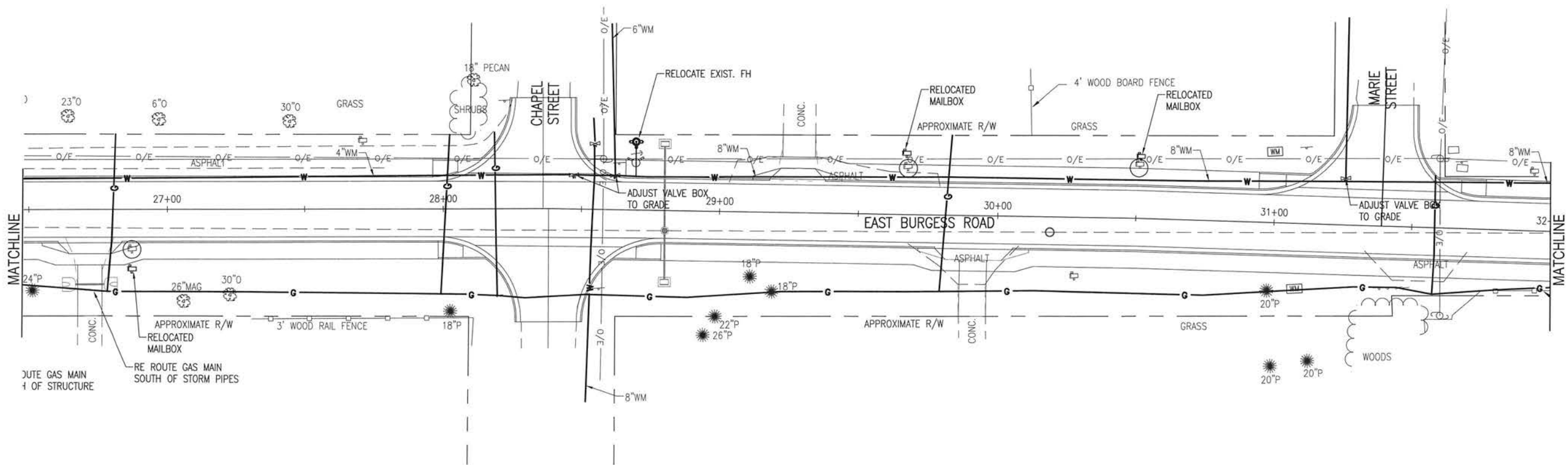
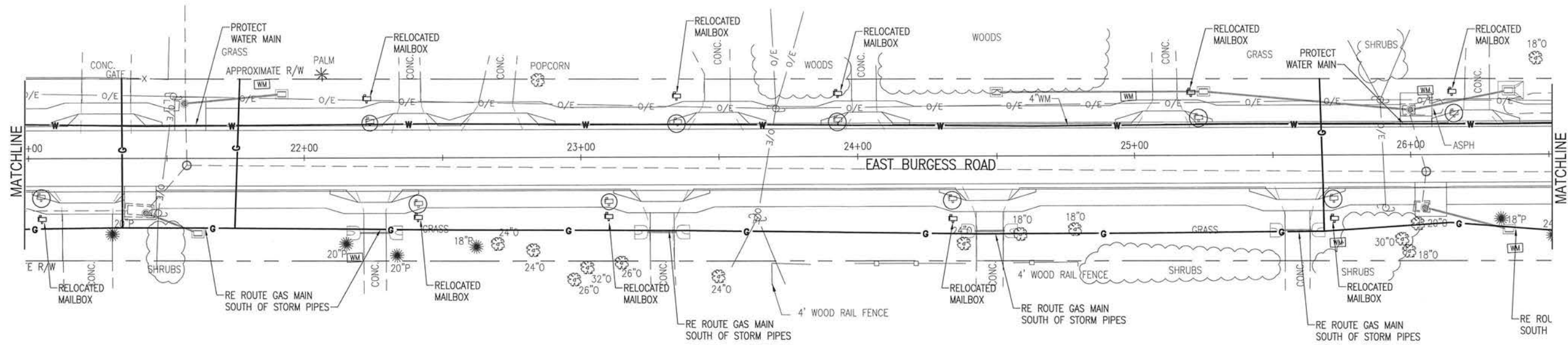
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO:	24323.02		
DESIGNED BY:			
DRAWN BY:	RCG		
CHK'D BY:			
PROJ. MGR:	MDL		
DATE:	JAN 2021		
NOT RELEASED FOR CONSTRUCTION BY _____ DATE _____			
NO.	DATE	APPR.	REVISION/ACTION TAKEN

**SIGNAGE AND
STRIPING PLAN**

C-152

E:\DWG\24\24323.02\24323.02-204 Util Relocate.dwg, Jan 12, 2021 - 8:42:15AM, rgeiger



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-8861
ENGINEERING BUSINESS: EB-000346
Pensacola - Panama City Beach - Tallahassee - Mobile
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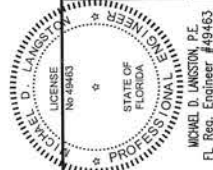
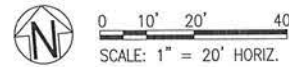
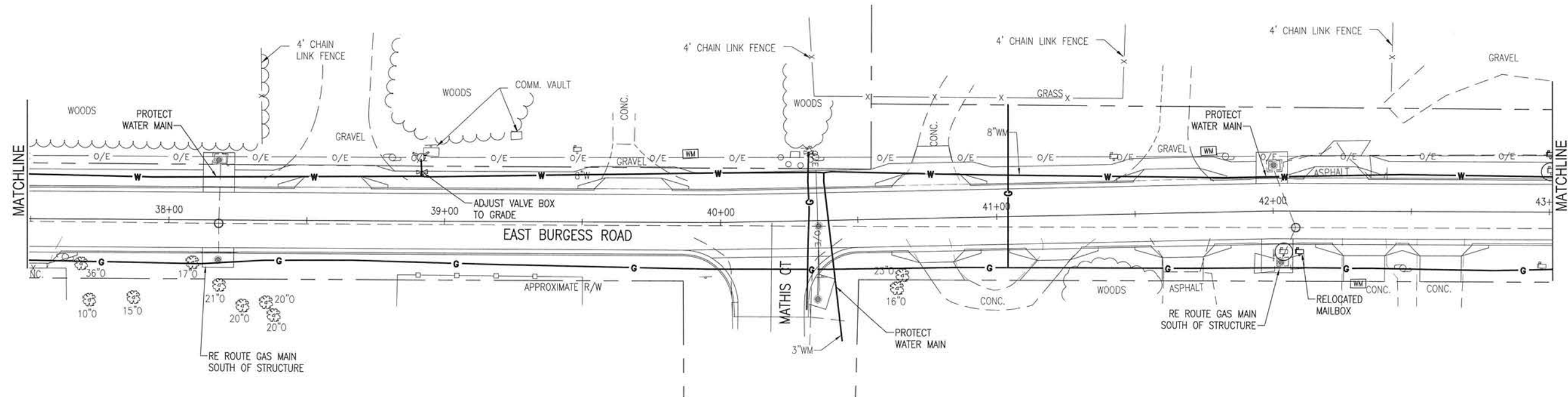
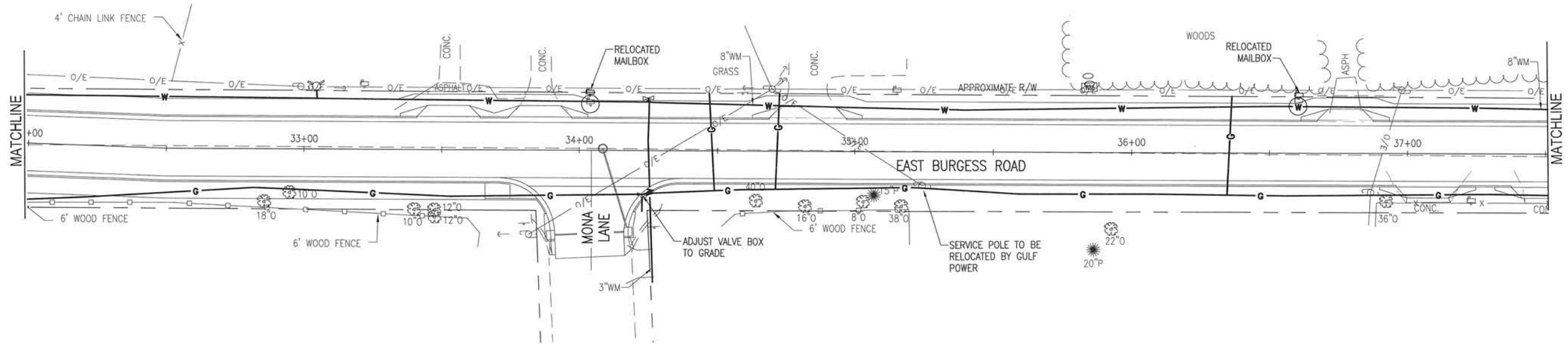
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02			
DESIGNED BY:			
DRAWN BY: RGG			
CHK'D BY:			
PROJ. MGR: MDL			
DATE: JAN 2021			

**UTILITY
RELOCATION**

C-201

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BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	REVISION / ACTION TAKEN
24323.02	
DESIGNED BY:	
DRAWN BY: RGG	
CHK'D BY:	
PROJ. MGR: MDL	
DATE: JAN 2021	

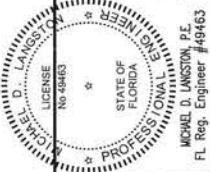
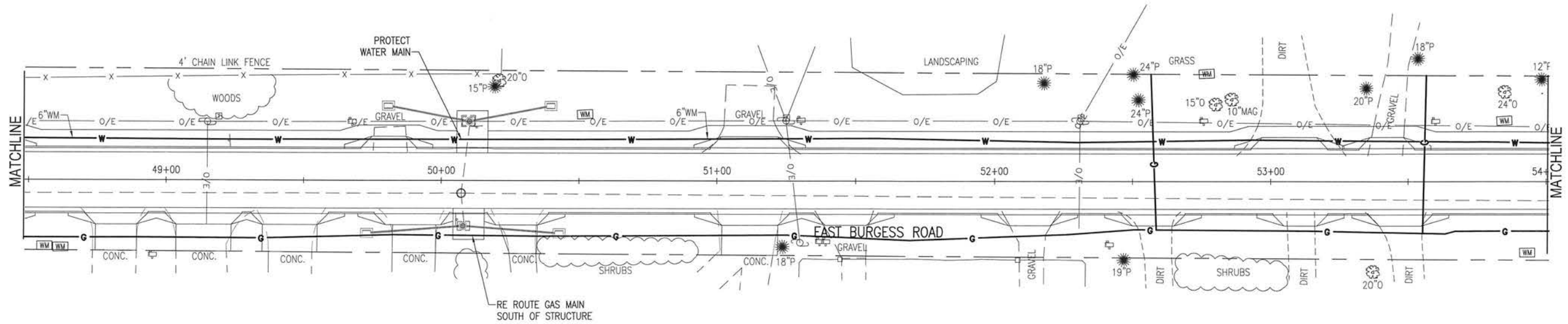
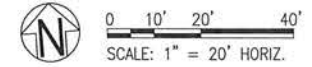
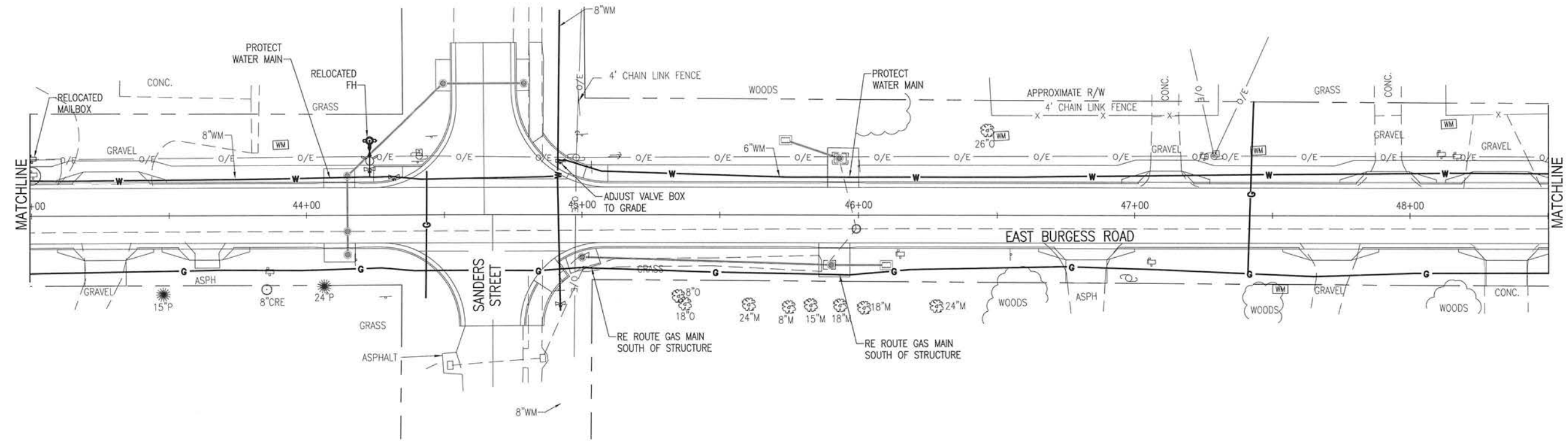
UTILITY
RELOCATION

C-202

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9651
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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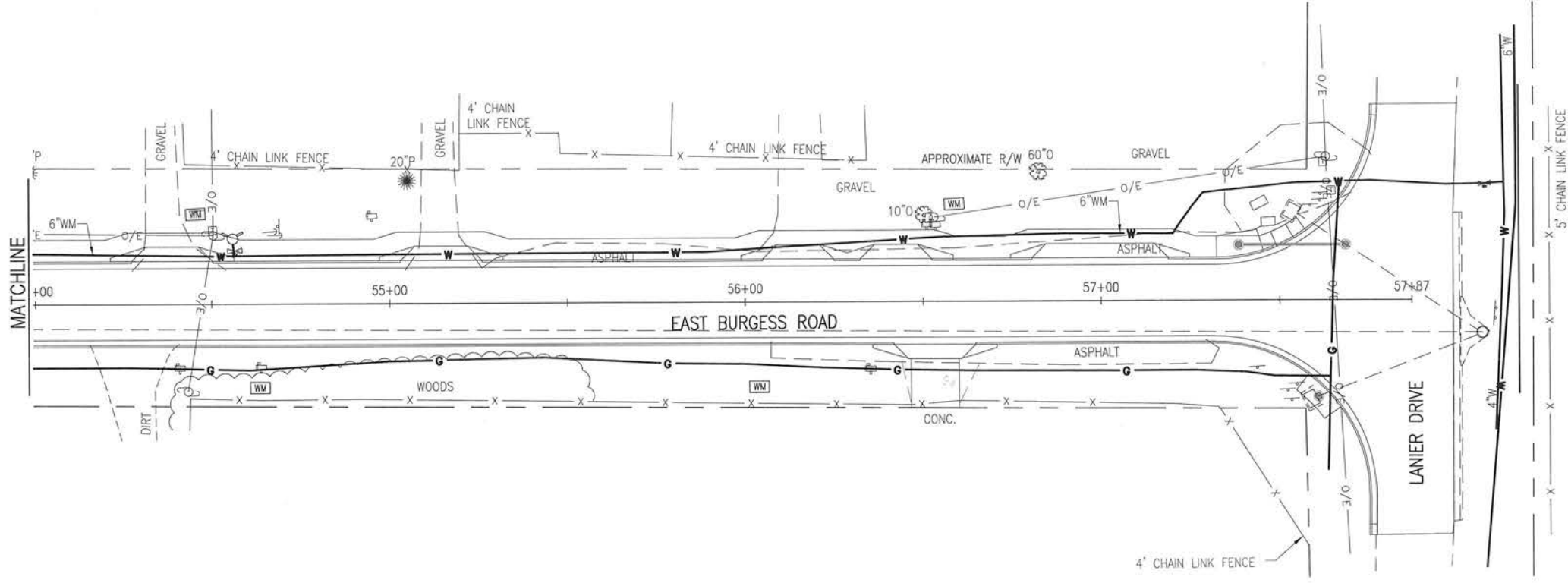
BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO.	DESIGNED BY:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02	RG				
DRAWN BY:	RG				
CHK'D BY:					
PROJ. MGR:	MDL				
DATE:	JAN 2021				

UTILITY
RELOCATION

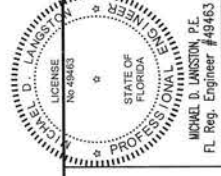
C-203

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
448 W. MAIN ST. PENSACOLA, FL 32502 (850)438-9601
ENGINEERING BUSINESS: EE-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile
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0 10' 20' 40'

SCALE: 1" = 20' HORIZ.



BURGESS ROAD
SIDEWALK DESIGN

UTILITY
RELOCATION

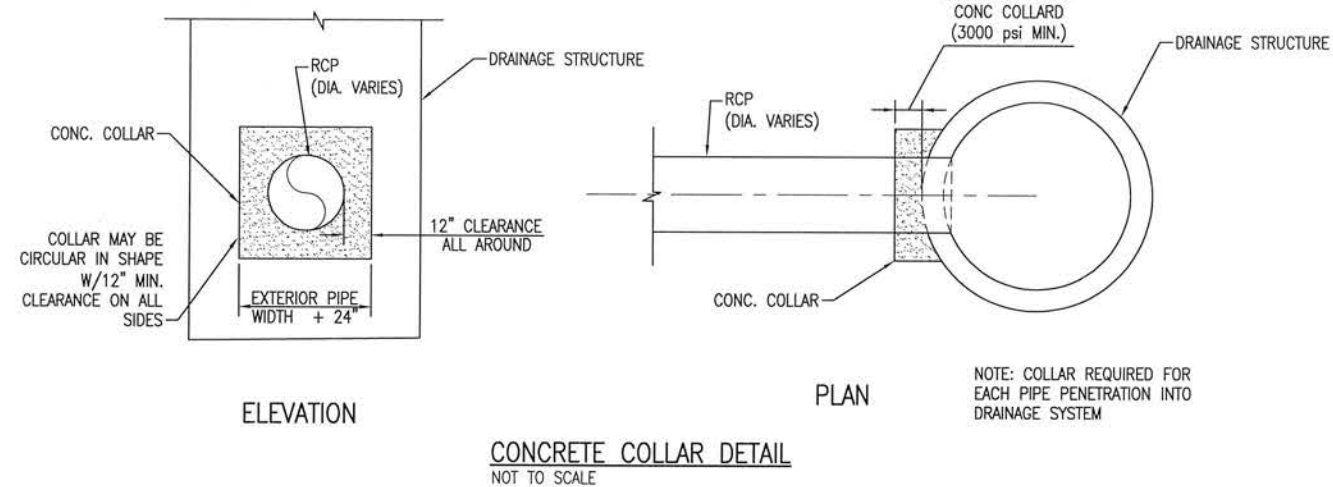
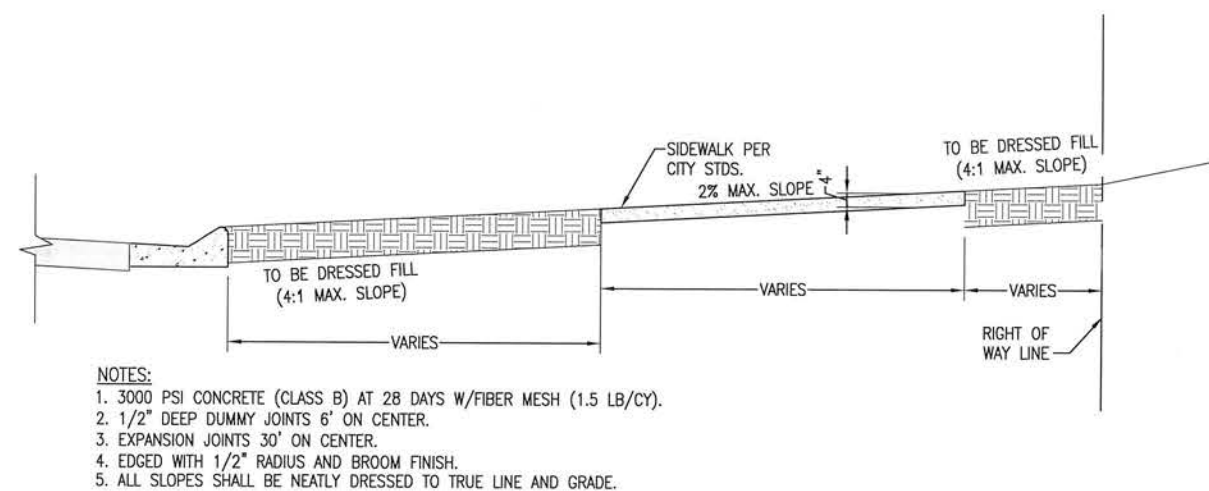
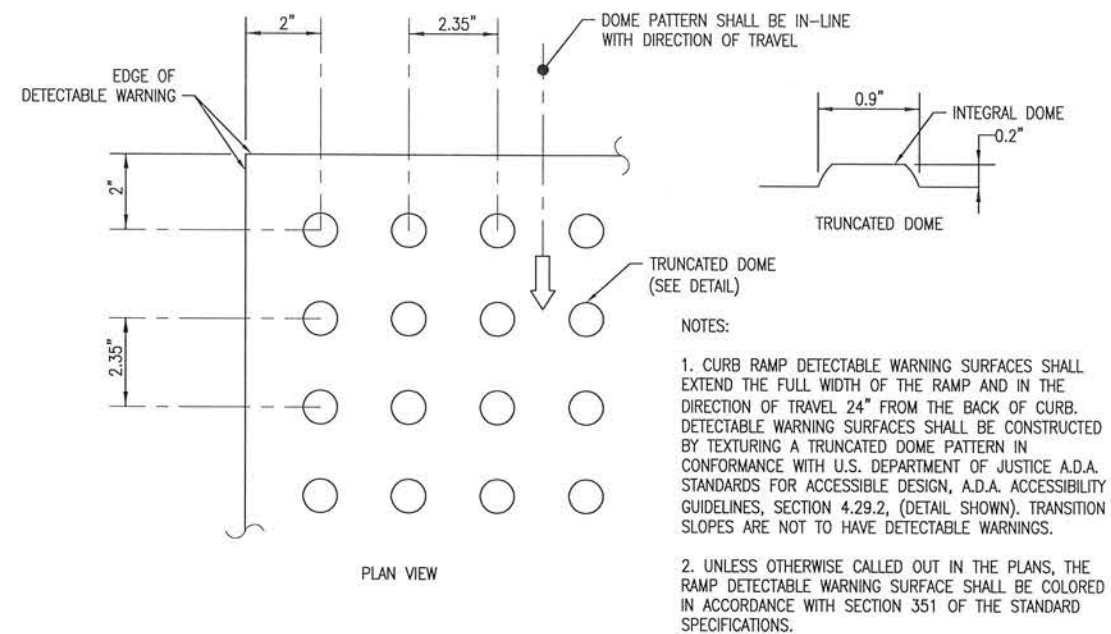
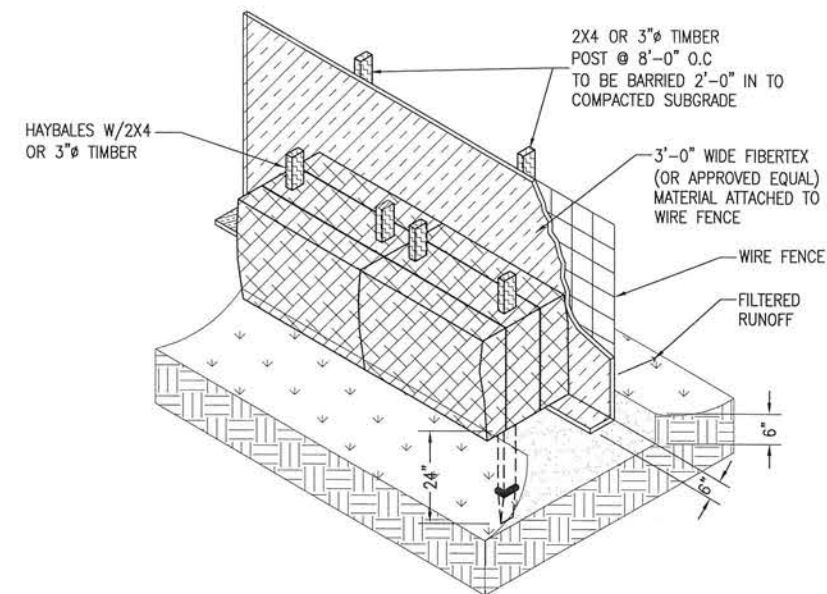
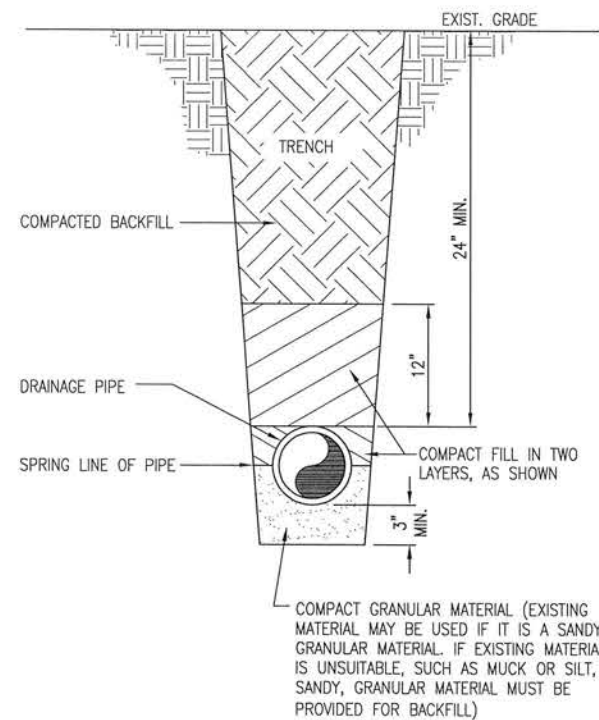
C-204

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 W. MAIN ST., PENSACOLA, FL 32502 (850) 439-8661
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile

MICHAEL D. LANGSTON, P.E.
FL Reg. Engineer #49463



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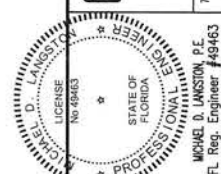
BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

ENGINEERING
PROFESSIONAL
FLORIDA

MICHAEL D. LAMSTON, P.E.
Reg. No. 49463
Engineering
Engineering Business: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661

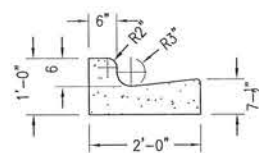
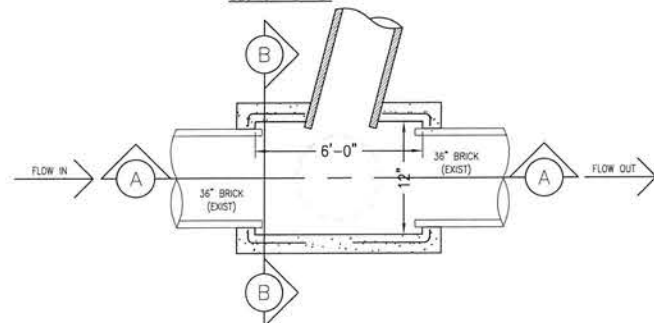
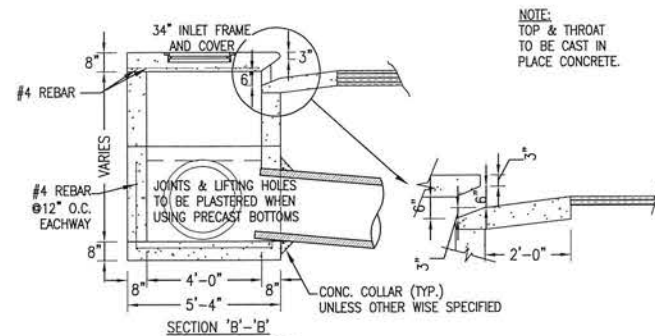
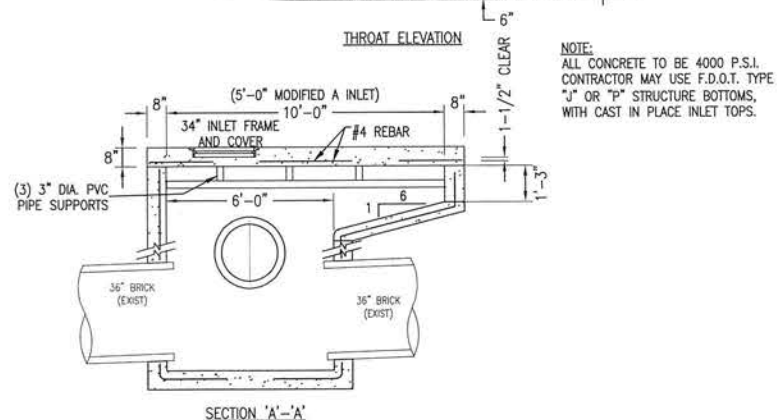
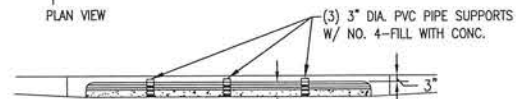
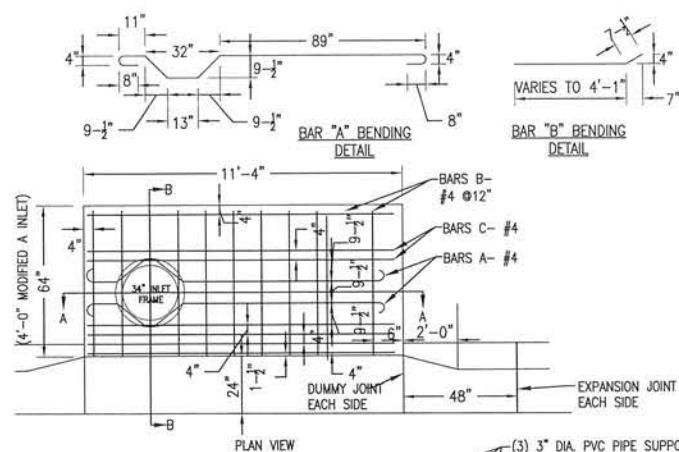


BURGESS ROAD
SIDEWALK DESIGN

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: MÖL				
DRAWN BY: RGG				
CHECK'D BY: MÖL				
PROJ. MGR: MÖL				
DATE: JAN 2021	NOT RELEASED FOR CONSTRUCTION BY DATE //			

DETAILS

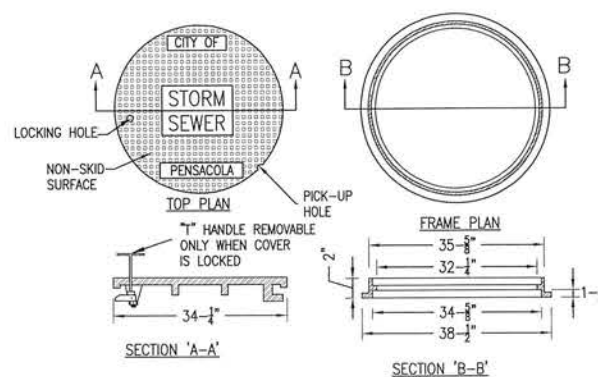
C-900



NOTE:

- NOTE:**
1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER. MIN. DEPTH OF JOINT TO BE 2".
 2. EXPANSION JOINTS ARE TO BE 60' ON CENTER. TYPICAL FOR ALL CURB.
 3. CONCRETE TO BE 3,000 PSI @28 DAYS W/FIBER MESH

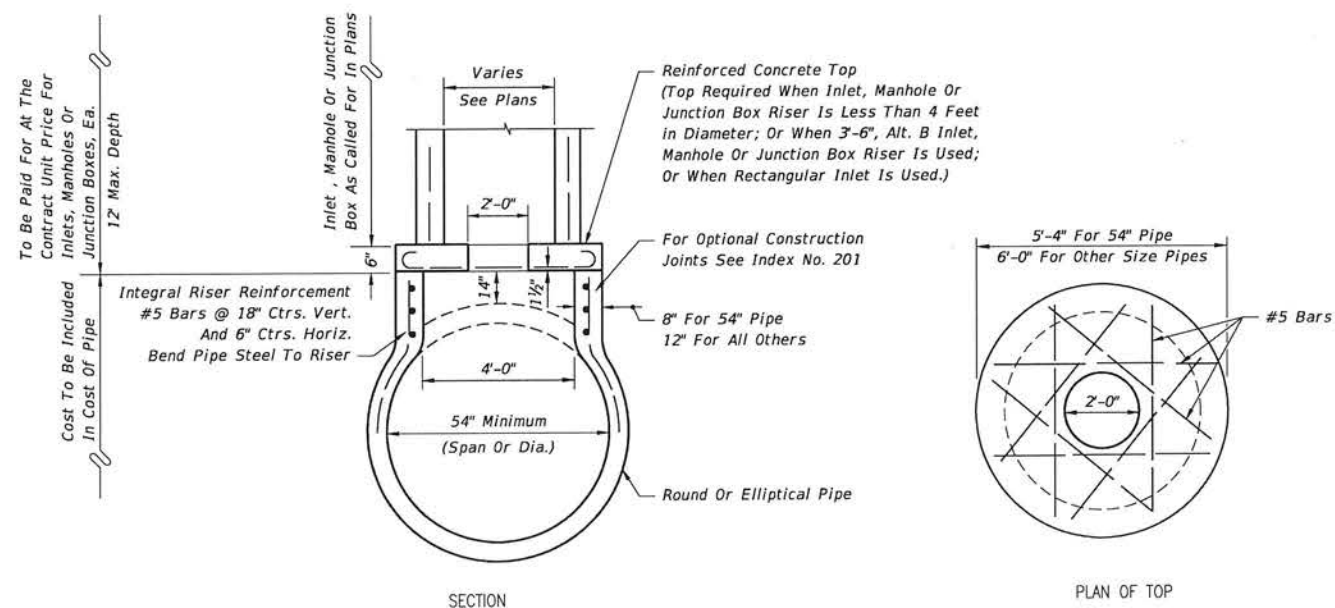
TYPE "C" CURB & GUTTER SECTION
NOT TO SCALE



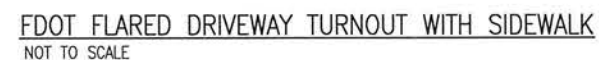
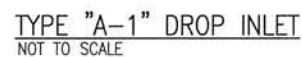
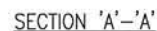
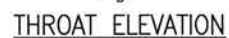
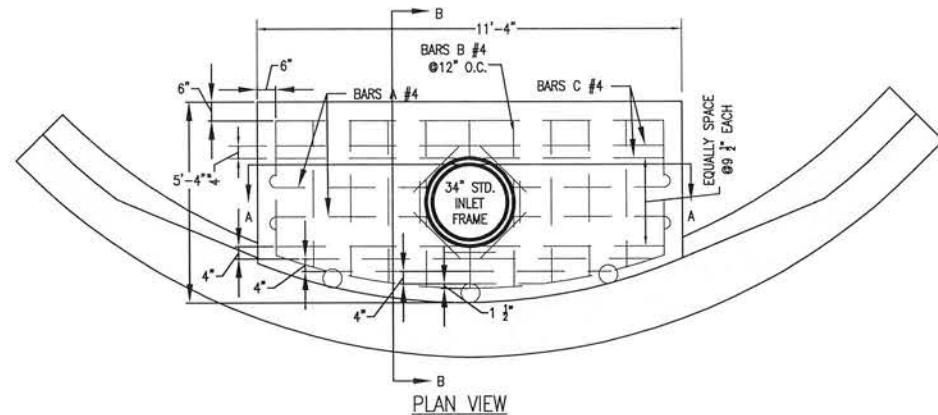
NOTE:
NEENAH FOUNDRY CO. FRAME & COVER NO.R-5900-H WITH LOCKING DEVICE
TYPE J-"T" HANDLE BAR LOCK OR APPROVED EQUAL.

COVER PATTERN TO INCLUDE WORDS
"STORM SEWER"

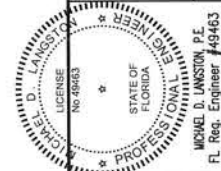
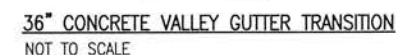
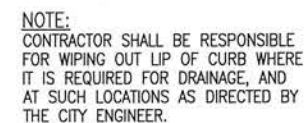
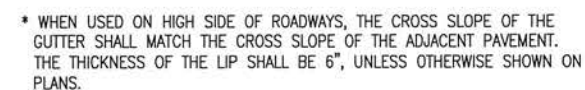
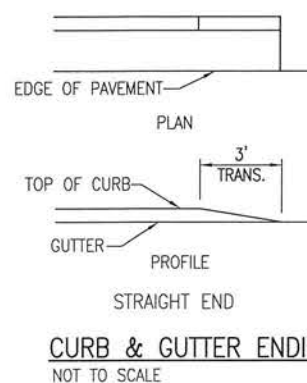
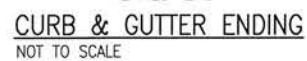
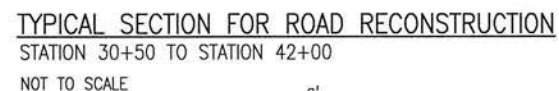
34" MANHOLE FRAME & COVER
NOT TO SCALE



MANHOLE OR JUNCTION BOX ON INTEGRAL
PRECAST CONCRETE RISER FOR CONCRETE PIPE
NOT TO SCALE



1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 60' ON CENTER. TYPICAL FOR ALL CURB.
3. CONCRETE TO BE 3,000 PSI @28 DAYS W/FIBER MESH



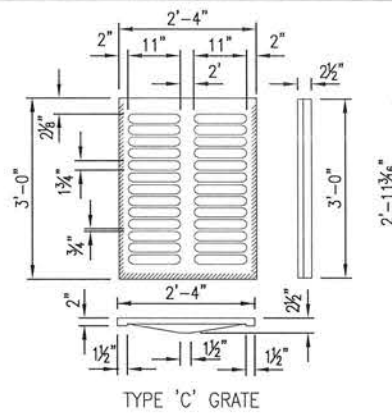
**BURGESS ROAD
SIDEWALK DESIGN**

PROJECT NO:	NO.	DATE	APPR.	REVISION/ACTION TAKEN
24323.02				
DESIGNED BY: MDL				
DRAWN BY: RGG				
CHECK'D BY: MDL				
PROJ. MGR: MDL				
DATE: JAN 2003				
NOT RELEASED FOR CONSTRUCTION BY		DATE		

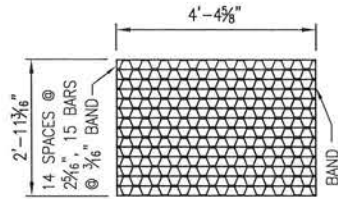
DETAILS

C-902

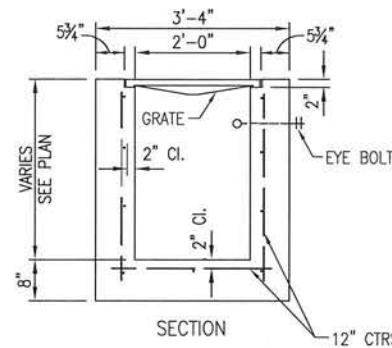
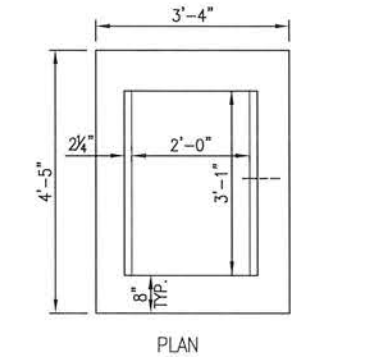
E:\DWG\243\24323.02\C-900-DH.dwg, Jan 12, 2021 - 8:42:36AM, rgaiser



TYPE C STEEL GRATE
STRAIGHT BARS 2" x 5/16"
RETICULINE BARS 1 1/4" x 5/16"
BANDS APPROX. 1 1/2" x 1/4"
WEIGHT 100 LBS.

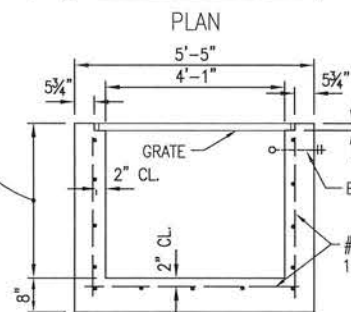
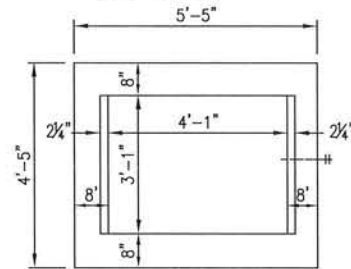


TYPE D
STRAIGHT BARS 2" x 5/16"
RETICULINE BARS 1 1/4" x 5/16"
BANDS APPROX. 1 1/2" x 1/4"
WEIGHT 180 LBS.



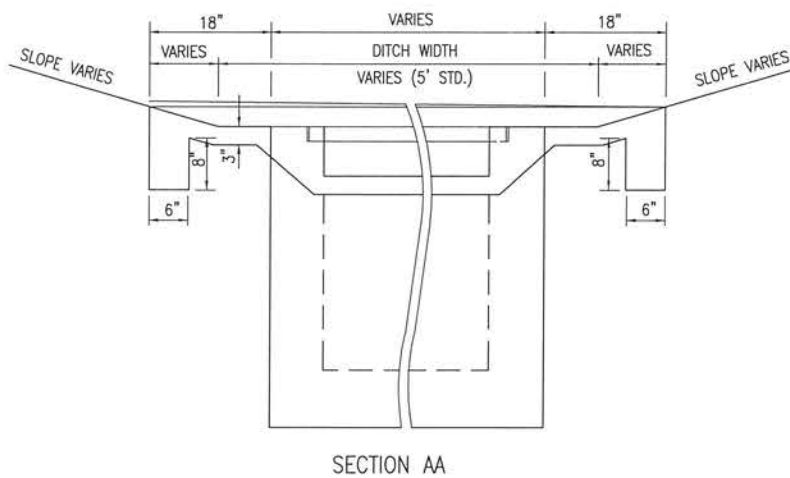
FDOT TYPE C INLET
NOT TO SCALE

VARIES - 15' MAX. SEE INDEX NO.
201, SH. 4 & 5 FOR REINF. MOD.
FOR DEPTHS 13' TO 15'

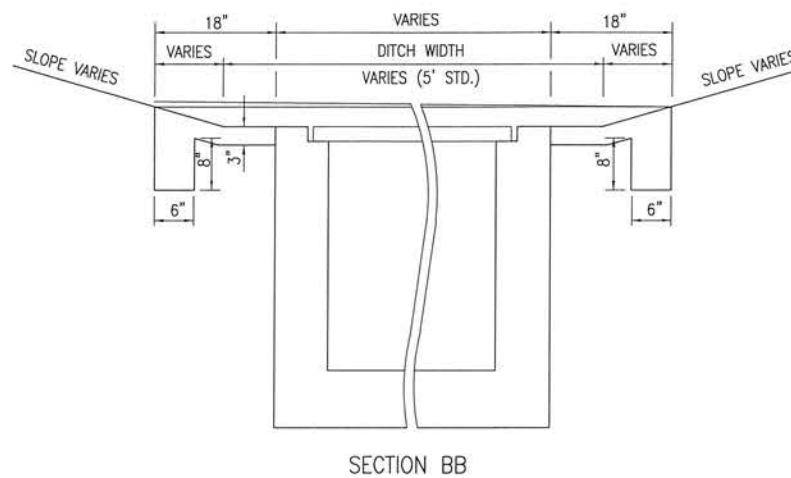


RECOMMENDED MAXIMUM PIPE SIZE:
3'-1" WALL-24" PIPE
4'-1" WALL-36" PIPE

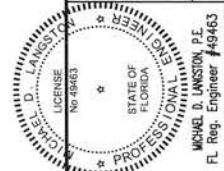
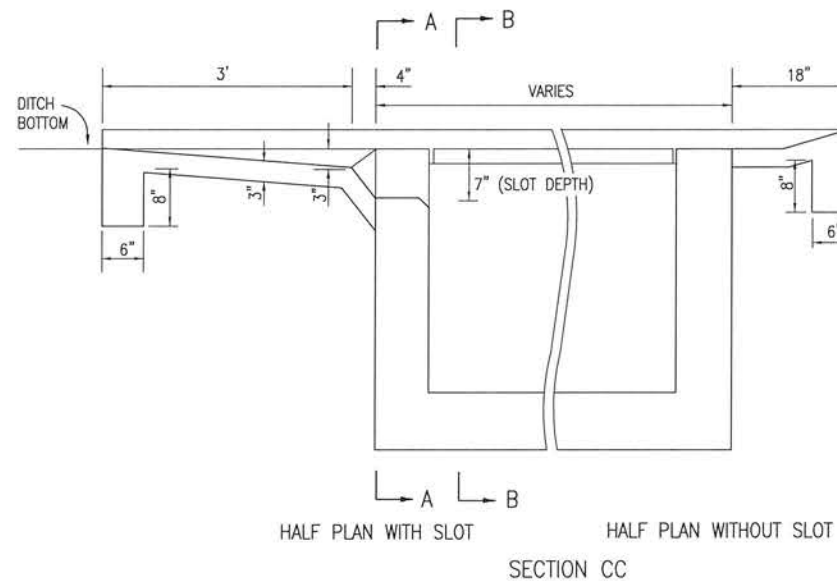
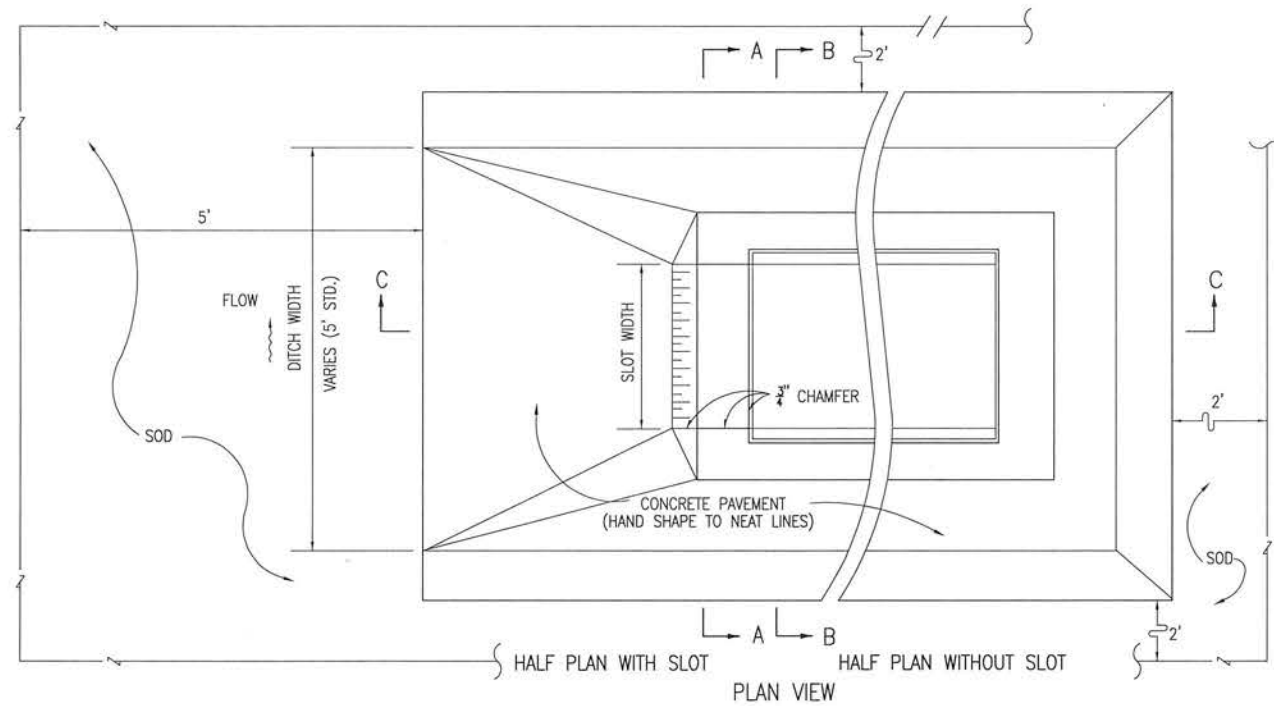
FDOT TYPE D INLET
NOT TO SCALE



NOTICE: STEEL GRATES ARE REQUIRED ON INLETS WITH TRAVERSABLE SLOTS AND ON INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED.



INLET W/TRAVERSABLE SLOT
NOT TO SCALE



BURGESS ROAD
SIDEWALK DESIGN

REVISION/ACTION TAKEN

APPR.

DATE

PROJECT NO:
24323.02

DESIGNED BY: MCL

DRAWN BY: RGG

CHK'D BY: MCL

PROJ. MGR: MCL

DATE: JAN 2021

DETAILS

C-903

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

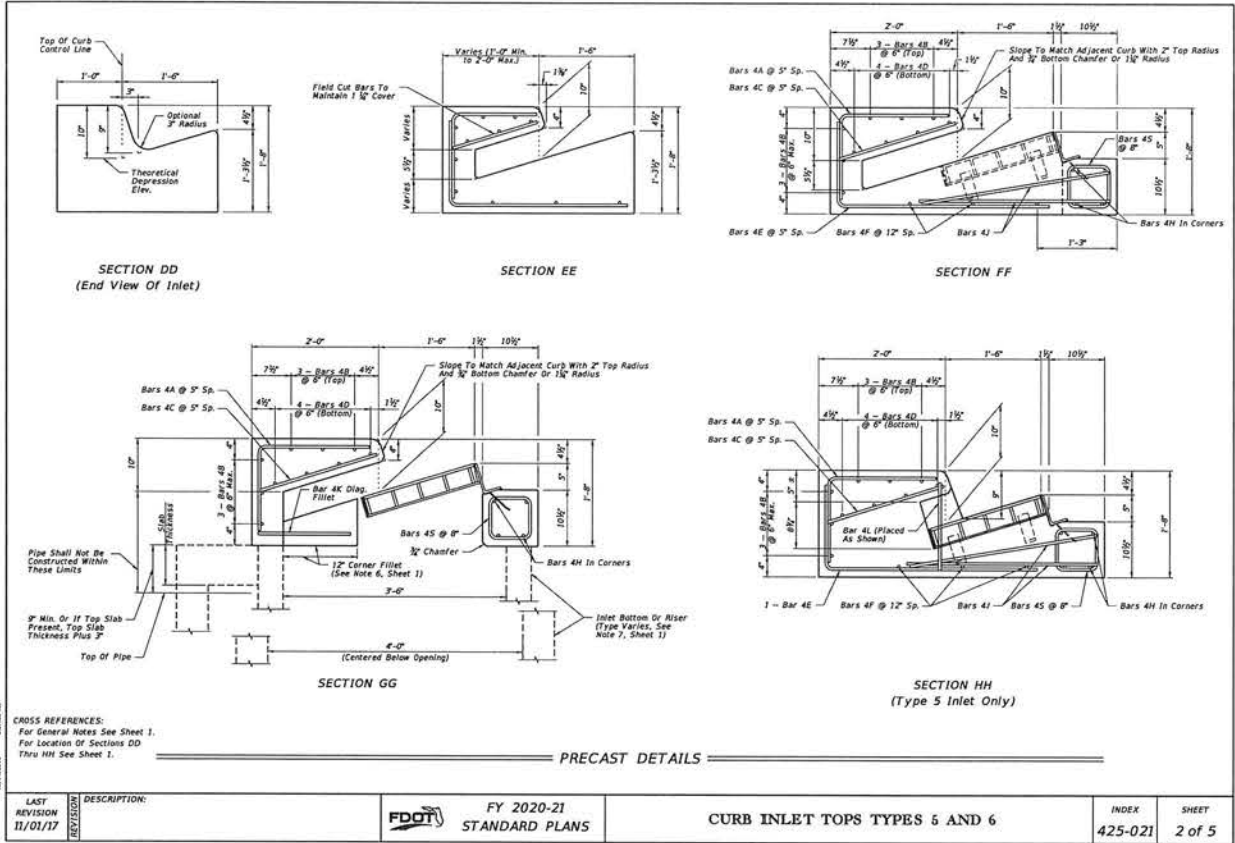
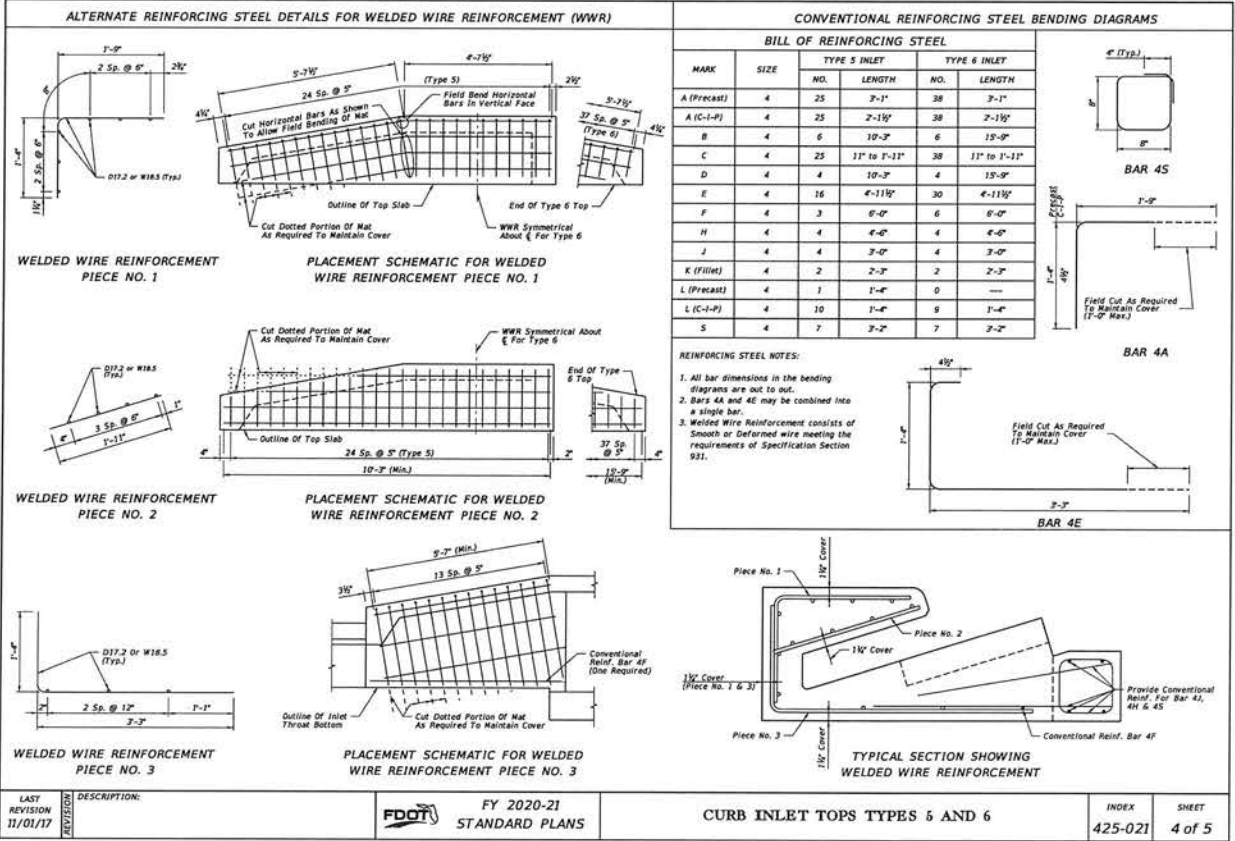
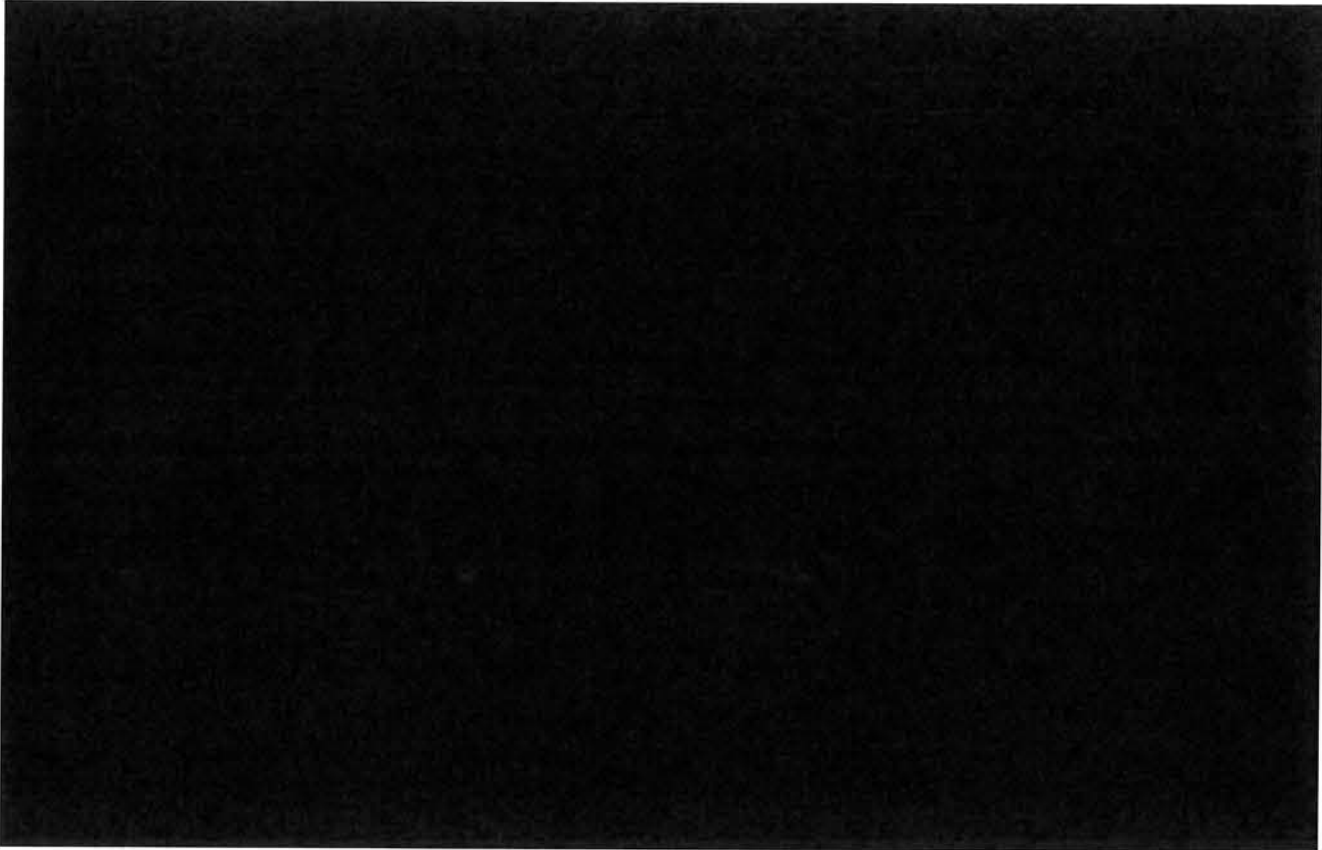
480 W. MAIN ST., PENSACOLA, FL 32507 (850) 438-6661

ENGINEERING BUSINESS EB-0000040

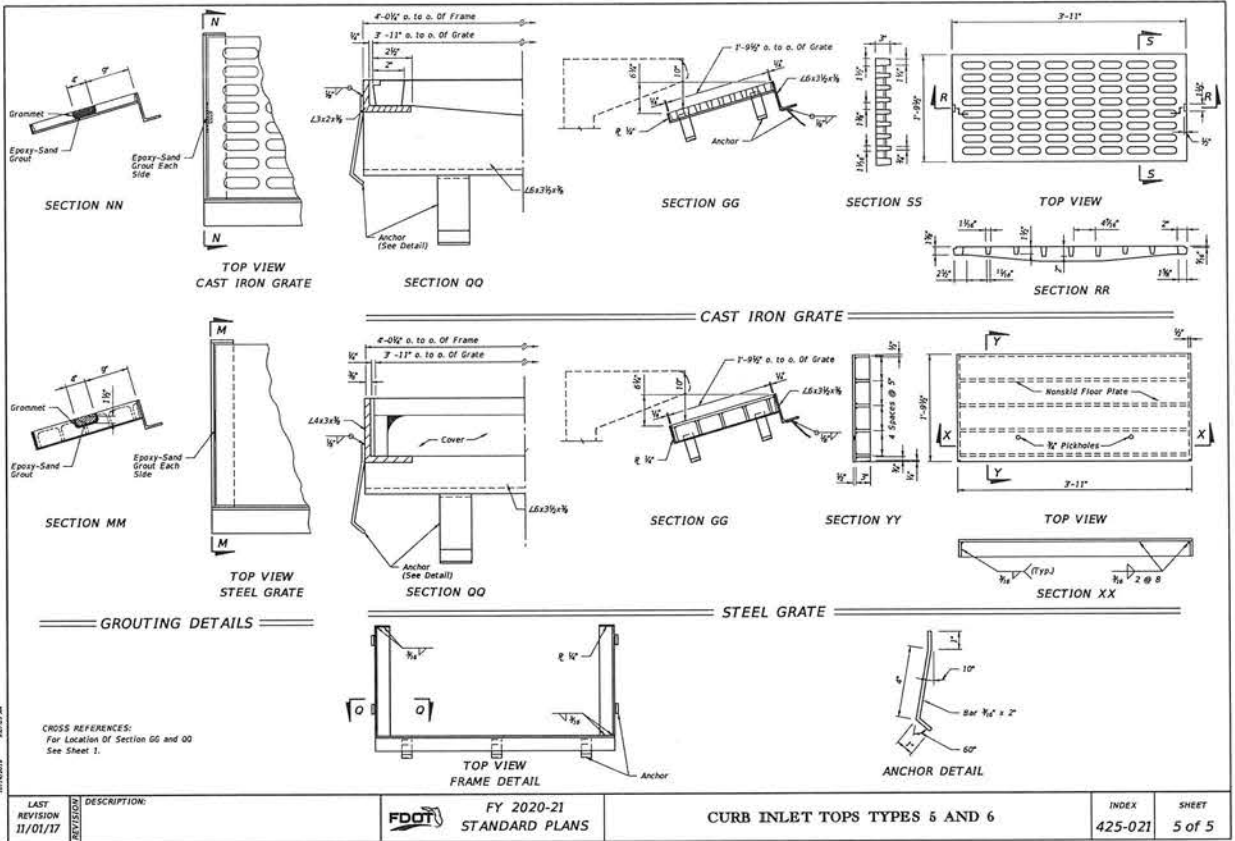
Pensacola - Panama City Beach - Tallahassee - Mobile

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MICHAEL D. LUNSFORD, P.E.
FL Reg. Engineer #49463



PROJECT NO:	24323.02	DESIGNED BY:	MOL	DRAWN BY:	RGG	CHK'D BY:	MOL	PROJ. MGR:	MOL	DATE:	JAN 2021
NO.	DATE	APPR.	REVISION/ACTION	TAKEN							



FDOT DETAILS	C-905	PROJECT NO. 24323.02	DESIGNED BY: MDL	DRAWN BY: RGG	CHK'D BY: MDL	PROJ. MGR: MDL	DATE: JAN 2021	NO. _____	DATE _____	APPR. _____	REVISION/ACTION TAKEN	BURGESS ROAD SIDEWALK DESIGN	BASKERVILLE-DONOVAN, INC. Innovative Infrastructure Solutions 449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9861 ENGINEERING BUSINESS: EB-0000340 Pensacola - Panama City Beach - Tallahassee - Mobile	This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00143

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID #21-013 BURGESS ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council award Bid #21-013 Burgess Road Sidewalk and Drainage Improvements Project to Roads, Inc. of NWF of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$1,282,667.54 plus bid alternate #2 in the amount of \$195,107.03, plus bid alternate #3 in the amount of \$57,602.99, plus bid alternate #4 in the amount of \$504,285.12 plus a 10% contingency in the amount of \$203,966.27 for a total amount of \$2,243,628.95. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project will consist of a partnership between Escambia County and the City of Pensacola to construct new sidewalks along the north side of Burgess Road from Marie Avenue to Sanders Street and along the south side from Marie Avenue to Mona Lane. Significant drainage improvements will also be included with the addition of new storm structures and pipes, modification of existing ditches and construction of new back of sidewalk inlets. In addition, the majority of the roadway will be reconstructed to include new curb and gutter and current industry-standard traffic calming measures that will consist of lane narrowing, geometric chicaning and increased roadway signage. The project will also be addressing utility upgrades on behalf of ECUA during construction and the City will be reimbursed for that work. The following is an explanation of the project bid alternates:

- Base Bid - All portions of the project inside City limits.
- Bid Alternate #2 Additive - ECUA water main infrastructure upgrades (to be reimbursed by ECUA).
- Bid Alternate #3 Additive - Installation of sidewalk on the south side of the road between Joy Street and Mona Lane.
- Bid Alternate #4 Additive - All portions of the project outside the City limits (to be reimbursed by Escambia County).

PRIOR ACTION:

None**FUNDING:**

Budget: \$ 1,640,000.00 Local Option Sales Tax Fund-Burgess Road
200,000.00 Local Option Sales Tax Fund-Sidewalk Improvements
500,000.00 Escambia County Interlocal Agreement
200,000.00 Emerald Coast Utilities Authority Agreement
\$ 2,540,000.00

Actual: \$ 2,039,662.68 Construction Contract
203,966.27 10% Contingency
209,885.68 Engineering Design/Permitting/Surveying (Completed)
50,000.00 Engineering Management/Inspection (Estimate)
8,000.00 Construction Testing/Misc. (Estimate)
\$ 2,511,514.63

FINANCIAL IMPACT:

The City has allocated \$1,640,000 for this project through the Local Option Sales Tax Fund-Burgess Road. In addition, a budget transfer in the amount of \$200,000 will be made within the Local Option Sales Tax Fund moving funding from Sidewalk Improvements to this project. Additional funding in the amount of \$700,000 will be reimbursed through Interlocal Agreements with Escambia County and the Emerald Coast Utility Authority. Escambia County will provide \$500,000 to be used for sidewalk and drainage improvements for those portions of Burgess Road that lie within the County's jurisdictional boundaries. ECUA will provide \$200,000 for the cost of utility upgrades that lie within the project's boundaries. To date, \$209,885.93 has been expended for completed items related to Surveying, Engineering Design, Studies, and Permitting, leaving a balance of \$1,630,114.07. The remaining budget balance is sufficient to cover the outstanding items that have yet to be completed and/or expended.

CITY ATTORNEY REVIEW: Yes

3/26/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Duty City Administrator - Community Development
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 21-013
- 2) Final Vendor Reference List, Bid No. 21-013

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-013

TITLE: BURGESS ROAD SIDEWALKS & DRAINAGE IMPROVEMENTS

SUBMITTALS DUE:	CHIVERS	ROADS, INC.	C. W. ROBERTS	J. MILLER	GULF ATLANTIC
March 12, 2020, 2:30 P.M.	CONSTRUCTION,	OF NWF	CONTRACTING,	CONSTRUCTION,	CONSTRUCTIONS,
	INC.		INC.	INC.	INC.
DEPARTMENT: Engineering	Pensacola, FL	Cantonment, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL

Base Bid	\$1,252,608.00	\$1,282,667.54	\$1,300,607.50	\$1,451,166.30	\$1,534,846.31
Additive Alternate 1	\$65,000.00	\$116,928.61	\$133,120.00	\$140,100.00	\$10,000.00
Additive Alternate 2	\$262,946.60	\$195,107.03	\$230,233.85	\$291,635.00	\$351,408.00
Additive Alternate 3	\$136,812.86	\$57,602.99	\$67,590.00	\$113,485.00	\$119,513.04
Additive Alternate 4	\$485,583.10	\$504,285.12	\$575,103.00	\$593,545.00	\$610,813.55
M/WBE Participation	0%	8.3%	0.7%	5.0%	16.2%
Attended Prebid	Yes	Yes	Yes	Yes	Yes

Opening Date: 03/12/21

Bid No.: 21-013

**FINAL VENDOR REFERENCE LIST
BURGESS ROAD SIDEWALKS AND DRAINAGE IMPROVEMENTS
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
046667 ALFRED BURGDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	
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	
068495 ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
051095 BAIRD, JACQUELINE SUZANNE DBA SOUTHERN BOTANICALS	1111 EAST HERNANDEZ STREET	PENSACOLA	FL	32503	
081043 BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
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
032537 BEULAH EXCAVATING CO	6640 FRANK REEDER ROAD	PENSACOLA	FL	32526	
050729 BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATN OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
065014 BIG ORANGE ENT LLC DBA ESCAPE LANDSCAPING AND LAWN CARE	704 THORNWOOD PLACE	PENSACOLA	FL	32514	Y
038068 BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759 BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	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	
074458 BLUE SKY LANDSCAPES LLC	6847 N 9TH AVE SUITE A #342	PENSACOLA	FL	32504	Y
067318 BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
026898 BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	
065158 BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
042801 BOYD RENFRO LLC	38 S BLUE ANGEL PKWY #330	PENSACOLA	FL	32506	
068970 BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	
022856 BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503 BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
053081 BUBBA BOX LLC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	
047830 CANTONMENT EXCAVATING LLC	130 MINTZ LANE	CANTONMENT	FL	32533	
078639 C W ROBERTS CONTRACTING INC	3372 CAPITAL CIR NE	TALLAHASSEE	FL	32308	
042045 CHAVERS 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	
039797 CONTAINERS INC DBA CONTAINERS INC OF N W FLORIDA	372 MILSTEAD ST	PENSACOLA	FL	32503	
058961 CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	
043794 CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	
036146 CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y

Opening Date: 03/12/21

Bid No.: 21-013

**FINAL VENDOR REFERENCE LIST
BURGESS ROAD SIDEWALKS AND DRAINAGE IMPROVEMENTS
ENGINEERING**

Vendor Name	Address	City	St	Zip Code	SMWBE
070475 CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
023733 D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	
033554 D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
007055 DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
057581 DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	
066984 DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	
066983 DEMOLITION PROS LLC	366-B AIRPORT BLVD	PENSACOLA	FL	32503	Y
056603 DESIGN HOMEBUILDERS INC	2460 BLUFFS CIRCLE	PENSACOLA	FL	32503	
059555 EAGER BEAVER PROFESSIONAL TREE CARE LLC	2170 LONGLEAF DR	PENSACOLA	FL	32505	Y
065871 ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947 EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528 EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
032820 ENVIROREM INC	1249 SOUTH OLD CORRY FIELD RD	PENSACOLA	FL	32507	
072705 EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038 EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
053084 FOUNTAIN	2755 FENWICK ROAD	PENSACOLA	FL	32526	
067563 FOUR C'S LANDSCAPING SVCS INC DBA ALTMAN LANDSCAPING	410 DOLPHIN STREET	GULF BREEZE	FL	32561	
053080 FRECH CONSTRUCTION INC	PO BOX 485	GULF BREEZE	FL	32562	
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792 GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495 GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862 GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
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
034436 GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	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	
056716 HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
002923 HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978 INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
042677 IRBY ENGINEERING & CONST INC	94 E GARDEN ST	PENSACOLA	FL	32502	Y
079562 J GREEN CONSTRUCTION SVCS INC	1206 NORTH PALAFOX STREET	PENSACOLA	FL	32501	
049240 J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y

Opening Date: 03/12/21

Bid No.: 21-013

**FINAL VENDOR REFERENCE LIST
BURGESS ROAD SIDEWALKS AND DRAINAGE IMPROVEMENTS
ENGINEERING**

Vendor Name	Address	City	St	Zip Code	SMWBE
053163 J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
067491 JACKSON, EDDIE L DBA FAMILY	P O BOX 3670	PENSACOLA	FL	32516	Y
053484 JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	
071564 JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857 KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
024819 KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	
043889 KELLY, DAVID H DBA DAVE'S LAND CLEARING & DEBRIS REMOVAL	PO BOX 1221	GONZALEZ	FL	32560	
051998 KIRKLAND, WILLIE JR DBA WILLIE KIRKLAND TRUCKING	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	Y
044890 KLEPAC ENGINEERING & CONTRACTING, LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	
064730 KNIGHT LANDSCAPE CONCEPTS INC	1090 DAFFIN ROAD	MOLINO	FL	32577	Y
010677 LARRY HALL CONSTRUCTION INC	4740 WOODBINE ROAD	PACE	FL	32571	Y
068161 LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
060298 LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	
058801 M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406 MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
048941 MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	
047005 MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	
035623 MCCOY, MARCUS DBA MAVERICK DEMOLITION & LAND CLEARING	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
070661 MCDELTA, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
057267 MCKNIGHT, CHARLES SEAN DBA SEAN MCKNIGHT & SONS PROF SRVCS LLC	4200 LANGLEY AVENUE	PENSACOLA	FL	32504	Y
031023 MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	Y
073522 MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
045203 MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	
016210 NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
066985 NORTH STAR DEMO & REMEDIATION LP	450 VAN PELT LANE	PENSACOLA	FL	32505	
049113 O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
002720 PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
049009 PARRIS CONSTRUCTION CO LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
058953 PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
003956 Pensa Concrete Constr Co Inc	P O BOX 2787	PENSACOLA	FL	32513	
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028 PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174 PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
033922 PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	
064219 POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
068488 PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
050307 QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	

Opening Date: 03/12/21

Bid No.: 21-013

**FINAL VENDOR REFERENCE LIST
BURGESS ROAD SIDEWALKS AND DRAINAGE IMPROVEMENTS
ENGINEERING**

Vendor Name	Address	City	St	Zip Code	SMWBE
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	
069116 RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
031881 ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634 ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
056449 ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	
055499 ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
057937 ROPER & ROPER GEN CNTRCTRS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
046042 ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	Y
058753 SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550 SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
073705 SEAL, DILLON DBA A CUT ABOVE LANDSCAPING&PROPERTY MAINTNCE	4771 BAYOU BLVD #176	PENSACOLA	FL	32503	
065450 SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
024992 SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108 SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
068159 SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
011457 SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
053083 SOUTHLAND	2621 LONGLEAF	PENSACOLA	FL	32526	
028060 THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939 THREE TRADE CONSULTANTS	5690 JEFF ATEs RD	MILTON	FL	32583	Y
024977 TRAMMELL CONSTRUCTION CO INC	9425 WANDA DR	PENSACOLA	FL	32514	Y
058764 URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	
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
047084 WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
032732 WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
030448 WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
041432 WATERS GENERAL CONTRACTORS EXCAVATING INC	10070 SCENIC HWY	PENSACOLA	FL	32514	Y
051237 WATSON, ALFRED D ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855 WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
021725 WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212 YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 144



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00269

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT TO EMERALD COAST CONSTRUCTORS, INC. FOR INVITATION TO BID (ITB) #21-012 MAGEE FIELD IMPROVEMENTS

RECOMMENDATION:

That City Council award a contract to Emerald Coast Constructors, Inc. for ITB #21-012 Magee Field Improvements for \$433,473.74 base bid, \$516,141.87 additive alternate #1, and a 10% contingency of \$94,961.56 for a total amount of \$1,044,577.17. Further that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City issued an invitation to bid on the Magee Field Improvements Project. The project will provide a new press box for the football field at Magee Field, as well as concrete bleacher pads, sidewalks, and other features. An optional add-on to construct a new concession/restroom facility was also included.

The base bid of \$433,473.74 includes demolition and clearing of the press box area, sediment and erosion control, earthwork, sidewalks, fencing, signage, pavement markings, and other features. The bid alternate of \$516,141.87 includes construction of a new concession/restroom building.

PRIOR ACTION:

None

FUNDING:

Budget:	\$1,115,000.00	LOST IV - MAGEE FIELD
	<u>150,000.00</u>	LOST IV - HOLLICE T. WILLIAMS PARK
	<u>\$1,265,000.00</u>	
Actual:	\$ 433,473.74	Magee Field Improvements Project Base bid

516,141.87	Additive Alternate
<u>94,961.56</u>	10% Contingency
<u>\$1,044,577.17</u>	Subtotal
136,860.00	A&E Design Services
12,964.69	New Practice Field & Fencing
<u>4,880.23</u>	Field Irrigation
<u>\$1,199,282.09</u>	Total Expenses

FINANCIAL IMPACT:

Funding in the amount of \$100,000 was appropriated in the FY 2019 Beginning Budget and \$1,015,000 was appropriated on Supplemental Budget Resolution No. 2020-51 for a total budgeted amount of \$1,115,000. An additional \$150,000 will be transferred from the Hollice T. Williams LOST IV project providing a total budget amount of \$1,265,000.00 in the Local Option Sales Tax Fund. To date, \$154,633.12 has been expended or encumbered leaving an available balance of \$1,110,364.08 which is sufficient to complete this project.

CITY ATTORNEY REVIEW: Yes

3/22/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Tabulation Sheet
- 2) Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 21-012

TITLE: MAGEE FIELD IMPROVEMENTS

SUBMITTALS DUE:	J. MILLER	EMERALD COAST	A. E. NEW,	GSI
February 22, 2021, 2:30 P.M.	CONSTRUCTION,	CONSTRUCTORS,	JR., INC.	CONSTRUCTION,
DEPARTMENT:	INC.	INC.		INC.
Parks & Recreation	Pensacola, FL	Pensacola, FL	Pensacola, FL	Cantonment, FL

Base Bid	\$430,932.53	\$433,473.74	\$530,319.00	<i>non-responsive</i>
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Additive Alternate 1	\$674,610.93	\$516,141.87	\$553,870.00	
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Base Bid + Alternate 1	\$1,105,543.46	\$949,615.61	\$1,084,189.00	
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M/WBE Participation	13.2%	6.9%	25.2%	
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Attended Pre-Bid	Yes	Yes	Yes	
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Opening Date: 02/22/21

Bid No.: 21-012

**FINAL VENDOR REFERENCE LIST
MAGEE FIELD IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
053457	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
049107	AIR DESIGN SYSTEMS INC	P O BOX 18830	PENSACOLA	FL	32523	
053163	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
022368	ALL PRO PLUMBING & DRAINS INC	1765 E 9 MILE RD STE 1 #223	PENSACOLA	FL	32514	
016210	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
080051	ALPHA TO OMEGA CONCRETE SOLUTIONS LLC	2101 SCENIC HWY APT #A209	PENSACOLA	FL	32503	
044100	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
002720	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
065013	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
058953	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATN OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
070527	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
022856	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
041503	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
055028	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
041140	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
027092	BROWN, AMOS P JR DBA P BROWN BUILDERS INC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
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
064219	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
050108	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
057454	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
045454	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
038068	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
077147	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
058304	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
069565	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
080681	G T GRANDSTANDS INC	2234 OLD TAMPA HWY	LAKELAND	FL	33815	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
036146	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
067544	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
021834	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
070475	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
044957	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW RD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
033554	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
011816	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
042677	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	

Opening Date: 02/22/21

Bid No.: 21-012

**FINAL VENDOR REFERENCE LIST
MAGEE FIELD IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
018305	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
049671	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
001681	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
071623	HIGH-TECH PLUMBING & HEATING INC	8375 RALEIGH CIRCLE	PENSACOLA	FL	32534	
033760	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
065090	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
070603	IRBY ENGINEERING & CONST INC	94 E GARDEN ST	PENSACOLA	FL	32502	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
058714	JOHNSON SEPTIC TANK	10050 SOUTH HWY 97-A	WALNUT HILL	FL	32568	Y
017634	JOSEPH BRIDGES DBA JOE'S LINE UP'	222 EHRMANN ST	PENSACOLA	FL	32507	
067564	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
071765	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
068571	LEGGETT & SONSSS PLUMBING CO	6683 NICHOLS DRIVE	MILTON	FL	32570	Y
007055	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
078880	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
017352	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
055499	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES ST	PENSACOLA	FL	32501	Y
034716	MORETTE COMPANY	P O BOX 13452	PENSACOLA	FL	32591	N
077498	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
058753	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
065871	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
042044	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
072705	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
000377	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS RD	MILTON	FL	32570	Y
068159	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
011457	PUT 'R UP INC	1000 NAVY BOULEVARD	PENSACOLA	FL	32507	
045247	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	
028060	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
062939	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
032038	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
069066	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
002482	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y
030317	RIKER IRRIGATION	1144 WEST NINE MILE ROAD	PENSACOLA	FL	32534	
036662	RIVERS, MARCUS DBA RIVERS PLUMBING AND GAS LLC	1645 TWIN PINES CIRCLE	CANTONMENT	FL	32533	
069786	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
036997	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
055177	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
048809	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
049657	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y

Opening Date: 02/22/21

Bid No.: 21-012

**FINAL VENDOR REFERENCE LIST
MAGEE FIELD IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
032792	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
050495	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
058332	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
030448	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
022978	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
070400	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
053862	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 89



Memorandum

File #: 21-00256

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT - AFFORDABLE HOUSING ADVISORY COMMITTEE

RECOMMENDATION:

That City Council approve Crystal Scott, an Escambia County appointee, as a member to the Affordable Housing Advisory Committee for the remainder of a three (3) year term, expiring September 30, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Mrs. Scott was appointed to the Affordable Housing Advisory Committee (AHAC) by Escambia County filling a vacancy for the position as one citizen who is representative of those areas of labor actively engaged in home building in connection with affordable housing and who is actively engaged as a not-for-profit provider of affordable housing.

The AHAC established in 2015 pursuant to the State Housing Initiatives Partnership (SHIP) Act and the Escambia/Pensacola SHIP Interlocal Agreement, serves as an advisory committee that makes recommendations to City Council and the Board of County Commissioners regarding initiatives to encourage and facilitate affordable housing programs.

The Act and Interlocal Agreement require the City and County to jointly establish and appoint a committee of citizens who represent the membership composition required by the Act. In accordance with the Act, the membership of the committee shall consist of at least eight but not more than eleven members. The membership must consist of one representative from at least six of the following categories:

- a) A citizen who is actively in the residential home building industry in connection with affordable housing;
- b) A citizen who is actively engaged in banking or the mortgage banking industry in connection with affordable housing;
- c) A citizen who is representative of those areas of labor actively engaged in home building in

connection with affordable housing;

- d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;
- e) A citizen who is actively engaged as a for-profit provider of affordable housing;
- f) A citizen who is actively engaged as a not-for-profit provider of affordable housing;
- g) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- h) A citizen who actively serves on the local planning agency, pursuant to §163.3174, Florida Statutes;
- i) A citizen who resides within the jurisdiction of the local governing body making the appointments;
- j) A citizen who represents employers within the jurisdiction; and
- k) A citizen who represents essential services personnel as defined in the local housing assistance plan.

PRIOR ACTION:

September 13, 2018 - City Council approved Escambia County appointments to the committee, expiring September 30, 2021.

FUNDING:

N/A

FINANCIAL IMPACT:

The City is required to establish an affordable housing advisory committee to be eligible to receive SHIP funds.

CITY ATTORNEY REVIEW: Yes

3/11/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) Affordable Housing Advisory Committee Application - Crystal Scott

PRESENTATION: No

AFFORDABLE HOUSING ADVISORY COMMITTEE

Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department
 Neighborhood Enterprise Division
 Attention: Meredith Reeves
 221 Palafox Place, Suite 200
 Pensacola, FL 32502
 ned@myescambia.com

The deadline for application submittal is JANUARY 22, 2021.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

The committee is seeking to fill ONE vacancy from one of the following categories as outlined in Florida Statutes. Please indicate your interest by checking below:

INTEREST	POSITION
✓	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
✓	One citizen who is actively engaged as a not-for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Mrs. Crystal S Scott
 Salutation First Name Middle Initial Last Name
 310 North A Street Pensacola, FL 32501
 Street Address City, State, Zip
 205-401-5855 CScott@pensacolahabitat.org
 Home Phone Cell Phone Email Address

EMPLOYMENT DATA

Pensacola Habitat for Humanity
 Name of Employer
 300 West Leonard Street Pensacola, FL 32501
 Street Address City, State, Zip
 850-434-5456 CScott@pensacolahabitat.org
 Work Phone Work Email Address

Which method do you prefer to be contacted? email or cell phone

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes _____ No ☒

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
_____	_____
_____	_____
_____	_____
_____	_____

Are you a resident of Escambia County? (Members *MUST* be a resident of Escambia County)

Yes ☒ No ☐

If yes, continuous resident since (year) 2004

Are you currently serving, or have you ever served, on a board or committee?

Yes ☐ No ☒

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
_____	_____
_____	_____
_____	_____
_____	_____

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☒ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

see attached

Can you attend meetings if they are held (check all that apply):

☒ Mornings

☒ Afternoons

☒ Evenings

Why do you want to serve on the Committee?

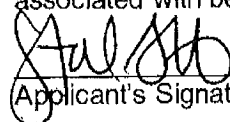
see attached

What do you hope to accomplish by serving on this Committee?

see attached

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.


Applicant's Signature

1/8/2021
Date

Affordable Housing Advisory Committee Application for Appointment

Crystal Scott, Pensacola Habitat for Humanity

Please state your experience, interest, or element of your personal history that you think qualify you for appointment to this committee:

As an employee of Pensacola Habitat for Humanity, I am actively engaged in all aspects of affordable homeownership and have experience on every level of the process of becoming a homeowner in an affordable setting. Seeing the desperate need for affordable housing in our area, firsthand has lead me to apply for appointment. Additionally, my experience with our Neighborhood Revitalization program has given me knowledge about engaging residents to achieve neighborhood goals such as preservation and blight removal. My position not only allows me to tell our community about the dramatic increase in need for affordable housing but gives me access to thousands of applicants each year who dream of realizing affordable homeownership in our area as well. I am well versed in homebuyer education programs, including budgeting and financial literacy. I genuinely believe that all our areas presenting issues, whether it is transportation, schools, healthcare, etc., are deeply rooted in our residents' inability to secure a decent and affordable place to call home.

Why do you want to serve on the committee?

The need for affordable housing in our area has never been greater. While Pensacola Habitat for Humanity has been serving our community and providing affordable homeownership options to families and individuals in our community for 40 years, we realize that we cannot conquer this growing problem alone. Being appointed to this committee would allow me another opportunity to serve the community where I work and live. I understand that housing affects more than just a family; it affects neighborhoods, the economy, crime, grades, and health. I live here because I love Pensacola, and I am proud to call this place home. I want to ensure that every resident has access to affordable options, and I am confident that together, we can reach our ambitious goal of 500 homes in five years.

What do you hope to accomplish by serving on this committee?

I am hoping to contribute to the advisory committee as well as learn. I feel that my position at Pensacola Habitat gives me a unique perspective on many of the topics discussed. I hope to provide insight into trends that we see in our community related to the issue. I hope that by serving on this committee, we can identify new partnerships and rekindle old ones for the greater good. I want to be the voice of the people I hear from daily about making impossible decisions between feeding their children or paying an outrageous rent. Families have to decide whether to pay for medication or rent for substandard housing. I also would like to be the voice of the people I have the privilege of serving daily. This will be the first time I have served my community in this capacity, so I am looking forward to the opportunity to contribute in any way I can.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00314

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term ending March 31, 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

The following has been nominated:

<u>Nominee</u>	<u>Nominated by</u>
-----------------------	----------------------------

Renee Borden	Hill
--------------	------

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Renee Borden
- 3) Application of Interest - Renee Borden
- 4) Resume - Renee Borden
- 5) Ballot

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Bruni, Antonio		Council	0	2020	3/31/2022	4/11/2019	3	
Del Gallo, David	Building Contractor	Council	0	2020	3/31/2022	4/11/2019	3	
Escobar-Ryan, Alejandra		Council	0	2020	3/31/2024	4/11/2019	3	
Garza, Gabriela		Council	0	2020	3/31/2022	4/11/2019	3	
Harrison, Leah		Council	0	2020	3/31/2023	4/11/2019	3	
Hicks, Rand		Council	1	2020	3/31/2024	3/12/2015	3	
Jacquay, Jarah		Council	0	2020	3/31/2023	4/23/2020	3	
Sword, Maranda	Business owner	Council	1	2020	3/31/2022	1/15/2015	3	
Wolf, Michael C.	Landscape Architect	Council	0	2020	3/31/2024	4/23/2020	3	

Term Length: THREE YEAR TERMS

- Ord 18-12 Increased the number of members to nine (9) to ensure equal representation
- Ord. 06-10 - Amended name of board, number of members, terms and appointing body .

COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

The Parks and Recreation Board shall advise and make recommendations to the city Council and shall advise the mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks with in the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Councilwoman Ann Hill, do nominate Renee W Borden
(Nominee)

1404 East La Rua St Pensacola, FL 32501 850-393-6396
(Home Address) (Phone)

17 West Cedar St Pensacola, FL 32502 850-434-2244
(Business Address) (Phone)


bordenrenee1@gmail.com City Resident: ☒ YES ☐ NO
(Email Address) Property Owner within the City: ☒ YES ☐ NO

for appointment by the City Council for the position of:

***MEMBER
PARKS & RECREATION BOARD
(Unexpired term ending March 31, 2023)***

Provide a brief description of nominee's qualifications:

Renee is a nearly 30-year resident of East Hill and currently an active, licensed Realtor operating in downtown Pensacola. Renee has held prior positions in project management, development, budgeting and oversight. She has worked for both national and local consulting firms and directly managed projects at both national and state parks. She understands and appreciates the value well maintained parks and public green spaces provide to the overall health and economic wealth of our community. Renee holds a Bachelor's degree from the University of West Florida.



City Council Member

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, March 3, 2021 9:53 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Renee Borden
Home Address	1404 East La Rua St Pensacola, FL 32501

Business Address	1 West Cedar St Pensacola, FL 32502
------------------	--

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	850-393-6396
-----------------------------------	--------------

Email Address	bordenrenee1@gmail.com
---------------	--

Upload Resume
(optional)

[BORDEN RESUME 2021.pdf](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 26 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks and Rec

Please list the reasons for your interest in this position:

- One of the most valuable parts of our community
- Passionate about preserving and improving our public spaces
- I believe my skill set can be valuable in assisting with evaluating and executing improvements to our public spaces

Do you currently serve on a board? No

If yes, which board(s)? *Field not completed.*

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the appointment you now seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender Female

Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)



QUALIFICATION SUMMARY

Currently licensed as a Florida Realtor operating with Berkshire Hathaway Home Services Pen Fed Realty in Northwest Florida, specializing in residential and light commercial real estate with emphasis on historical and investment properties located in the City of Pensacola and surrounding areas.

Over fifteen years of experience and expertise in the Commercial Construction Industry, working in various capacities with project teams to ensure successful project delivery. Experienced in scope review, preparation, execution, and coordination of budgets, subcontracts, and vendor purchase orders to meet project demands. Skilled in review and coordination of contract documents including plans, specifications, RFI's, submittals and schedules. Knowledgeable and certified in OSHA 30 hour safety course. Experienced as liaison between Owner, Architect, Engineers, and Construction Management team. Excellent interpersonal skills and abilities, a professional demeanor and can do attitude, with ability to manage projects independently or as a team member.

EDUCATION

University of West Florida Bachelor of Science Degree Business Administration. - Major Business Management.

SKILLS + EXPERTISE

Assisting buyers and sellers with acquiring and selling real property through market analysis and property evaluation. Skilled at contract negotiations and pricing structure for the successful closing of real estate deals. Also skilled in construction damages and delay claim issues. Supported experts and senior professional staff by providing analytic support through research of project files, organizing, reviewing and analyzing various project documents, by assembling project data and developed databases for analytical review. Previous experience providing effective communication between General Contractor, Architect and Owner. Providing plan interpretation and guidance in identifying construction issues and possible value engineering options. Facilitate project documentation between field and management teams. Ability to interpret plans, specifications, contract documents, including but not limited to RFI's, change orders and directives, subcontracts, vendor Invoice to purchase order reconciliation and tracking. Ability to create and track construction schedules, ensuring project delivery. Identifying long lead items and critical path schedule issues. Skilled at identifying bid opportunities, particularly Government and Private Commercial growth markets. Well versed in AIA pay application procedures from Subcontractor to General Contractor to Architect and Owner.

-Florida Real Estate Sales Associate Lic # SL3376886 Exp 9/30/2022

-Florida Notary Public #GG 295074 Exp 2/17/2023

-Proficient Excel Spreadsheets

-Adobe

-Timberline experience

-Proficient Microsoft Office applications, Microsoft Word

-Proficient Constructware software for submittals, RFI's

-Literate in Microsoft Project

-Lexis Nexis-Casemap Litigation Data Base Software

-OSHA 30 hour certification

RELEVANT EXPERIENCE

Current: Licensed Florida Realtor/ Berkshire Hathaway Home Services Pen Fed Realty

17 West Cedar Street, Pensacola, FL 32502

Nancy Grogan, Managing Broker (850) 377-7578

APR. 2014 - DEC. 2016: Senior Associate /Berkeley Research Group

2200 Powell Street Suite 1200, Emeryville, CA 94608

Ben Nolan, Managing Director (703) 608 - 7068 Cell

JAN. 2011 - AUG. 2013: Business Development / Project Manager Acousti Engineering Company of Florida

4656 34th Street, SW Orlando, FL 32811

Richard Christine, Associate Manager Pensacola Branch (850)434-0264

SEP. 2009 - JUN. 2010: Construction Manager Owner's Rep /Alpha Corporation

21351 Ridgeway Circle Suite 200, Dulles, VA 20166

Rick Wiik, RA, Task Order Manager (540)723-0704/ (757)342-8040 cell

JUN. 2007 - JAN. 2009: Director Contract Administration /Caldwell Associates Architects, Inc.

116 North Tarragona Street, Pensacola, FL 32502

Miller Caldwell III, President (850) 432-9500

OCT. 2006 - JUN. 2007: Project Manager /Alcon Associates, Inc. (Company No Longer in Business)

201 Baldwin Drive, Albany, GA 31707

Chris Shearman, Senior Project Manager (229) 432-7411

FEB. 2005 - SEP. 2006: Project Manager/ Hyperion Construction, LLC (Company No Longer in Business)

226 South Palafox Place Suite 401, Pensacola, FL 32501

Mark Chastain (850) 432-8161

OCT. 2004 - FEB. 2005: Assistant Project Manager/ S.E. Engineering (Company Merged with GHD)

707 East Cervantes Suite B #200 Pensacola, FL 32501

Scott Eddy, PE (850) 432-6501

JUN. 2001 - OCT. 2004: Assistant Project Manager/ Yates Construction Company

115 Main Street, Biloxi, MS 39530

Chet Nadolski, Senior Vice President (228) 374-6011 Fax (228) 374-0294

Ballot – **Parks and Recreation Board**
April 8, 2021
Unexpired term ending March 31, 2023

Member

_____ Renee Borden

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00260

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - COVINGTON PLACE FIRST ADDITION

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on April 8, 2021, to consider approval of the Final Subdivision Plat - Covington Place First Addition.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

Rebol-Battle and Associates is requesting approval of the Final Subdivision Plat for a new minor residential subdivision, Covington Place First Addition, located on Strong Street between Baylen and Palafox Streets. The property is zoned PC-1 (North Hill Preservation Commercial District) and is located within the North Hill Preservation District (NHPD). One (1) parcel will be subdivided into three (3) lots to accommodate single-family attached residences. The lots will comply with the applicable zoning regulations, and the residences will be subject to approval by the Architectural Review Board.

On March 9, 2021, the Planning Board unanimously recommended approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

3/15/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

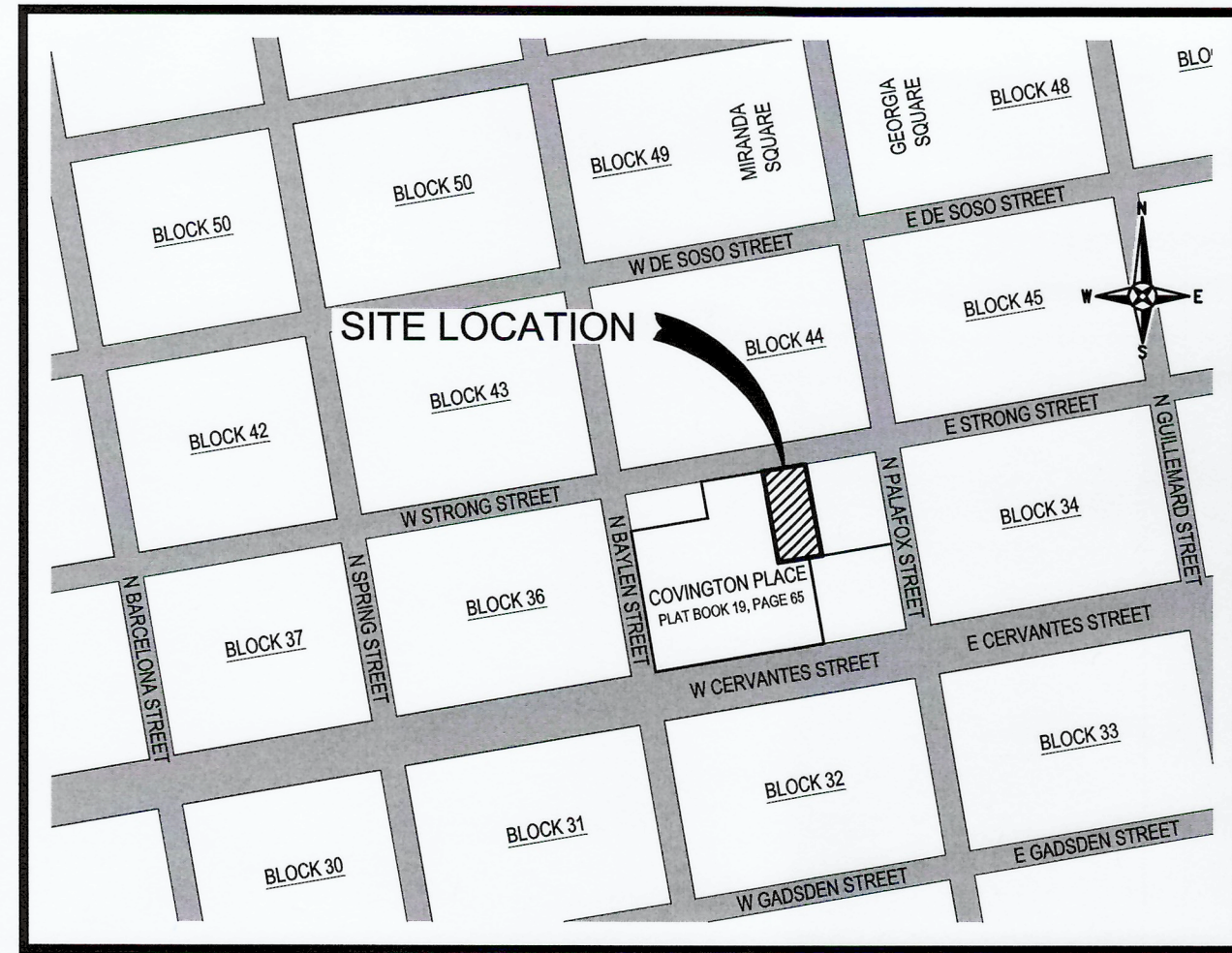
Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Final Plat - Covington Place First Addition
- 2) Planning Board Minutes March 9, 2021 DRAFT

PRESENTATION: No



VICINITY MAP
SCALE: 1" = 300'

DESCRIPTION:

THE EAST 20 FEET OF LOT 14, ALL OF LOT 15 AND A PORTION OF LOTS 16 THROUGH 20, BLOCK 35, BELMONT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906 ON FILE IN THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 35, BELMONT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906 ON FILE IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED SOUTH 80°10'22" WEST ALONG THE NORTH LINE OF SAID BLOCK FOR A DISTANCE OF 104.70 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH 10°13'54" EAST FOR A DISTANCE OF 150.11 FEET TO A POINT ON THE SOUTH LINE OF LOT 20 OF SAID BLOCK 35; THENCE PROCEED SOUTH 80°14'46" WEST ALONG THE SAID SOUTH LINE OF LOT 20 AND OF LOTS 14 AND 15, OF SAID BLOCK, FOR A DISTANCE OF 71.62 FEET TO THE EAST LINE OF COVINGTON PLACE AS RECORDED IN PLAT BOOK 19 AT PAGE 65, OF SAID PUBLIC RECORDS; THENCE PROCEED NORTH 09°48'20" WEST ALONG THE AFORESAID EAST LINE FOR A DISTANCE OF 150.01 FEET TO THE NORTHEAST CORNER OF SAID COVINGTON PLACE, BEING ON THE NORTH LINE OF AFORESAID BLOCK 35; THENCE PROCEED NORTH 80°10'22" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 70.51 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; MAP OF PENSACOLA FLA., PUBLISHED BY THOS. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; A COPY OF A PREVIOUS SURVEY BY KIM LAND PLANNING, LLC., (DRAWING NO. 98-5698, DATED JUNE 23, 2017); COPY OF COVINGTON PLACE AS RECORDED IN PLAT BOOK 19 AT PAGE 65 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; COPY OF PREVIOUS SURVEY BY THIS FIRM OF SAID COVINGTON PLACE; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- BASIS OF BEARINGS REFERENCE: NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO THE BEARING OF N 09°48'20" W ALONG THE EASTERLY LINE OF COVINGTON PLACE.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C03906, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- ALL LOT CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011 - 177.151.
- A PLAT CERTIFICATION LETTER WAS PERFORMED BY WESTCOR LAND TITLE INSURANCE COMPANY, FILE NUMBER: 90-80-20, DATED OF MARCH 3, 2021 AND PROVIDED TO THIS FIRM FOR THE PREPARATION OF THIS PLAT.
- THE 4" WALL EASEMENTS AS SHOWN HEREON ARE FOR THE PURPOSE OF MAINTAINING THE COMMON PARTY WALL BETWEEN RESIDENTIAL TOWNHOMES TO BE CONSTRUCTED UPON THE LOTS AS SHOWN HEREON.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.

UTILITY SERVICE NOTES:

POTABLE WATER:
AFTER RECEIVING ALL APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING SYSTEM.

SANITARY SEWER:
AFTER RECEIVING APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING GRAVITY SYSTEM.

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:
THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED UTILITY COMPANY.

ZONING NOTES:

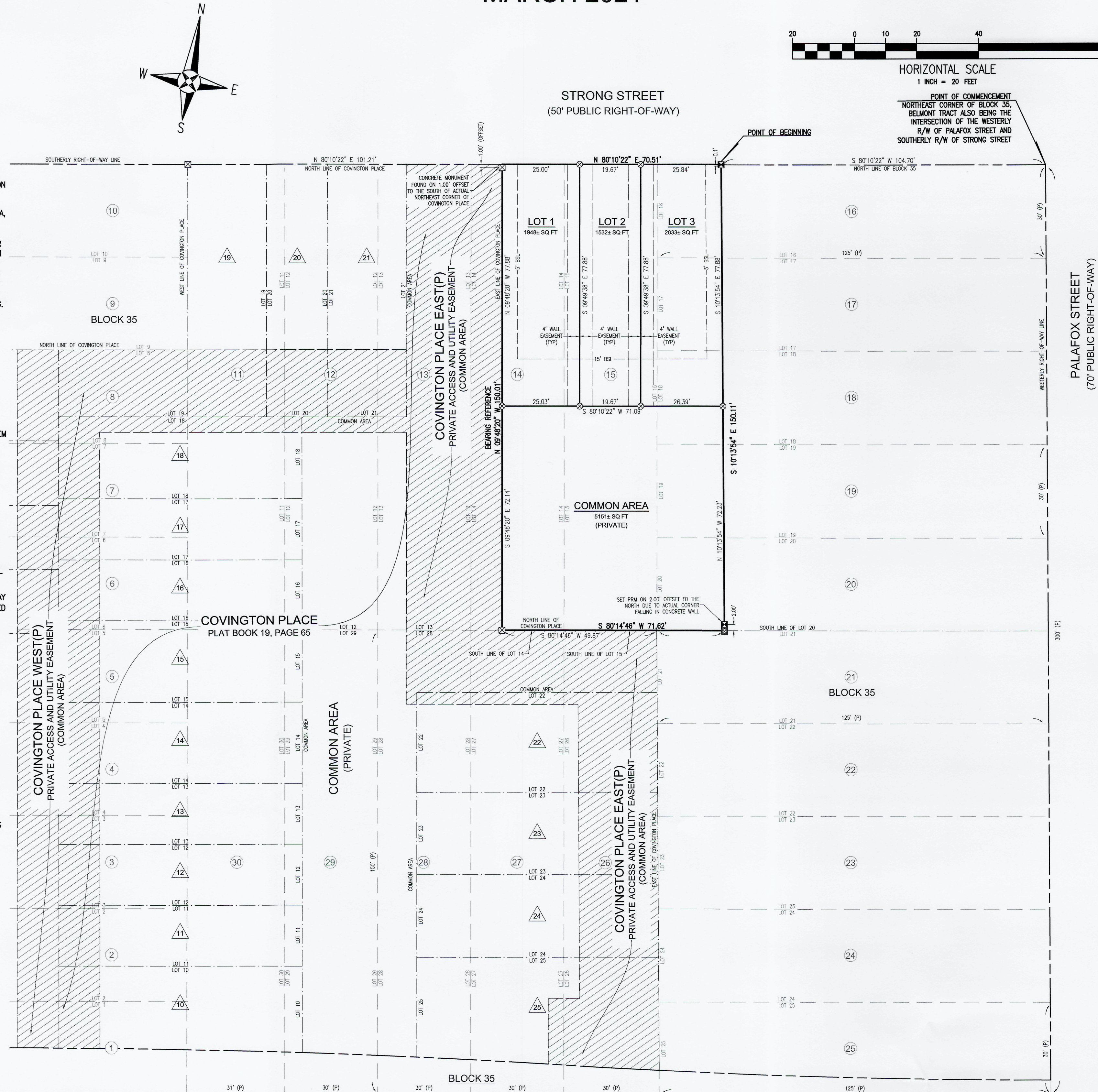
- THE PROPERTY AS SHOWN HEREON IS LOCATED WITHIN THE PC-1 ZONING DISTRICT AND THE NORTH HILL PRESERVATION DISTRICT.
- ALL DEVELOPMENT IS SUBJECT TO AESTHETIC REVIEW BY THE CITY'S ARCHITECTURAL REVIEW BOARD.
- THE APPLICABLE SETBACKS ARE: -FRONT YARD=0.0'
-REAR YARD=15'
-SIDE YARD=5'

LEGEND:

- SET 1/2" CAPPED IRON ROD (No. 7916)
- SET 4"x4" CONCRETE PRM (No. 7916)
- FOUND 4"x4" CONCRETE PRM (No. 7916)
- FOUND "X" CUT IN TOP OF CONCRETE WALL
- DENOTES HISTORIC LOT NUMBER
- DENOTES COVINGTON PLACE LOT NUMBER
- DENOTES MORE OR LESS
- DENOTES BUILDING SETBACK LINE
- DENOTES NUMBER
- DENOTES INFORMATION TAKEN FROM PLAT
- DENOTES PERMANENT REFERENCE MONUMENT
- DENOTES SQUARE FEET
- DENOTES TYPICAL

FINAL PLAT OF COVINGTON PLACE - FIRST ADDITION

A RESIDENTIAL SUBDIVISION BEING A RE-SUBDIVISION OF THE EAST 20' OF LOT 14,
ALL OF LOT 15 AND A PORTION OF LOTS 16 THROUGH 20, BLOCK 35,
BELMONT TRACT, MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON
BEING A PORTION OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 30 WEST,
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA
MARCH 2021



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERVANTES STREET
U.S. HIGHWAY 98-HIGHWAY 90
STATE ROAD 10A
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

SHEET 1 OF 1

DECLARATION OF RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK: _____, PAGE(S): _____

PLAT BOOK: _____, PAGE: _____

PREPARED BY



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916

OWNER AND DEVELOPER

OLDE CITY DEVELOPERS, LLC
212 W. INTENDENCIA STREET
PENSACOLA, FL 32502

CIVIL ENGINEER

PAUL A. BATTLE, P.E.

PROFESSIONAL SURVEYOR AND MAPPER

MARK A. NORRIS, P.S.M.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CHARLES S. LIBERIS, AUTHORIZED AGENT, OLDE CITY DEVELOPERS, LLC, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS COVINGTON PLACE - FIRST ADDITION, HEREBY DEDICATE THE COMMON AREA TO COVINGTON PLACE HOME OWNERS ASSOCIATION, INC. AND AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, CHARLES S. LIBERIS, AUTHORIZED AGENT, OLDE CITY DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESSES

OWNER

SIGNATURE

CHARLES S. LIBERIS
AUTHORIZED AGENT
OLDE CITY DEVELOPERS, LLC.

PRINT

SIGNATURE

PRINT

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED CHARLES S. LIBERIS, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2021.

SIGNATURE

PRINT NAME:

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE DAY OF _____, 2021 IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS

ESCAMBIA COUNTY, FLORIDA

CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____ DAY OF _____, 2021, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT

CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

LESJIE D. ODOM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 6520

NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUTES, SIGNED ON THE 4th DAY OF March, 2021.

MARK NORRIS, PSM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 6211, LB 7916
REBOL-BATTLE & ASSOCIATES, LLC.
2301 N. 9TH AVENUE, SUITE 300
PENSACOLA, FL 32503

NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER



MINUTES OF THE PLANNING BOARD

March 9, 2021

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Murphy, Board Member Sampson (virtual)

MEMBERS ABSENT: Board Member Powell, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Network Engineer Johnston

STAFF VIRTUAL: Planning Director Morris, Senior Planner Statler

OTHERS VIRTUAL: Brian Spencer, Andrew Rothfeder, Michelle Burch, Jason Rebol, Michael Crawford, James English, William Dunaway

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 9, 2021.
- **New Business:**
 - Request for Building Demolition – 711 S. Palafox Street**
 - Request for Combined Preliminary/Final Plat Approval – Covington Place First Addition Subdivision**
 - Request for Preliminary Plat Approval – Red Feather Subdivision**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present and explained the procedures of the partially virtual Board meeting.

Approval of Meeting Minutes

1. Board Member Grundhoefer made a motion to approve the February 9, 2021 minutes, seconded by Board Member Larson, and it carried unanimously.

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

New Business

2. Request for Building Demolition – 711 S. Palafox Street – South Palafox Business District

Mr. Spencer presented the demolition request and explained that the buildings proposed for demolition were formally occupied by Scuba Shack and Bayfront Gallery. Removal of the buildings was necessary for Geotech drilling and testing in advance of engineering and foundation design for a future project. This demolition request was previously submitted to the ARB and the minutes from that meeting were included in this application.

Staff advised the South Palafox Business District was established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design compatible with the existing historic structures and the waterfront activities.

Mr. Spencer stated it was the property owner's intention to redevelop this property into a multi-residential building that may include three or four residences and a mixed venue; he pointed out the Geotech soils investigation completion would enable them to better understand what pylon support design might be necessary as they explore various building design solutions and building levels. They completed the 60-day waiting period process requested by the ARB; the project would eventually return to the Planning Board and include details on building elevations and design.

Chairperson Ritz explained the renovation of the building possibly in the 1970s-1980s did not present anything special, and that he would approve the demolition; he noted the hurricane damage and flooding had possibly damaged the foundations such that its future viability might also be in jeopardy. Chairman Ritz did not have a problem with the request for demolition. Mr. Spencer explained after Hurricane Ivan, FEMA raised the base flood elevation; the City's Flood Management Director, Jonathan Bilby, administered an additional 3' freeboard above FEMA's minimum level to address insurance rates for property and building owners.

Historic Preservation Planner Harding explained the project was not in an ARB district, but every demolition 50 years or older went to the ARB as an abbreviated review, and if the building was potentially significant, it would be submitted to the full ARB Board. It was determined to be one of the last remaining structures along that stretch and probably significant, and the ARB issued a 60-day delay on the demolition which had been accomplished. Assistant Planning Director Cannon stated that the Code specifically states that a demolition in the South Palafox Business District will go before the Planning Board, and the aesthetic review would then return to the Board for approval. Board Member Larson stated after looking at the building and its deteriorating condition, it might be best to let it go and move on to the next phase.

Board Member Larson made a motion to approve as submitted, seconded by Board Member Grundhoefer, and it carried unanimously.

3. Request for Combined Preliminary/Final Plat Approval – Covington Place First Addition Subdivision

Rebol-Battle and Associates is requesting a combined preliminary and final plat for Covington Place First Addition subdivision on Strong Street between Baylen and Palafox Streets. These properties are located within the PC-1 zoning district and the North Hill Preservation District (NHPD). One (1) parcel will be subdivided into three (3) lots to accommodate single-family attached residences (townhomes) which constitutes a minor subdivision.

Chairperson Ritz pointed out this was a continuation of what has already taken place adjacent to it and continued the densification of this area. Mr. Rebol advised this would add three units, and the common area would be an outdoor area with a retention pond associated with it on the south side. Assistant Planning Director Cannon advised after receiving approval from the Board, this item would proceed to the Council on April 8, 2021. Board Member Grundhoefer stated this was one of the finer townhouse developments within the city with rear parking. It was also stated that this project would go before the ARB again.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried unanimously.

4. Request for Preliminary Plat Approval – Red Feather Subdivision

Caldwell Associate Architects is requesting preliminary plat approval on behalf of Studer Properties LLC for Red Feather subdivision located at 150 S. Baylen Street. These properties are located within the C2-A zoning district of which two (2) parcels will be subdivided into thirteen (13) lots to accommodate single-family attached residences. These fall within the Palafox Historic Business District (PBHD) and the Dense Business Area (DBA).

Mr. Rothfeder presented to the Board and stated that the property was purchased from the CRA. The garages would face to the interior of the property, and they were excited to develop this under-utilized lot. They had met onsite with Gulf Power and others to address some of Gul Powers concerns. Water and sewer were not a concern; all the utilities would be located in the access/utility easement; it would be a master meter development with all utilities onsite being private. Rothfeder stated that a solution for power to feed adjacent buildings through their property was being developed; however; he did not have all of the details confirmed regarding the solution. He added that there was some existing landscaping within the parking lot, but the new buildings would have outside landscaping as well. Board Member Murphy asked about stormwater retention, and it was determined they were decreasing the amount of impervious surface onsite by adding more green spaces with everything collected and piped through the city's collection system on Intendencia Street. Chairperson Ritz stated that information would not be shown here since this was a preliminary plat. Staff advised the C2-A zoning district allows for 100% lot coverage. Mr. Rebol advised there would be a walkway (pedestrian easement) on the east side of Block C which would access the common area. There was also another pedestrian easement on the north side of Block C.

With no speakers, **Board Member Grundhoefer made a motion to approve as presented, seconded by Board Member Murphy.** Staff confirmed the Board would see additional details in the next submittal with the aesthetic review returning at a later date. **The motion carried 4 to 1 with Board Member Larson dissenting.**

Open Forum – None

Discussion – None

Adjournment – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 2:49 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00315

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 2308 DR. MARTIN LUTHER KING JR. DRIVE

RECOMMENDATION:

That City Council approve the purchase of the real property located at 2308 Dr. Martin Luther King Jr. Drive (Parcel No. 000S009020005113) from AMR at Pensacola, Inc. for \$205,000 plus an estimated \$10,000 in closing costs for a total amount of \$215,000. Further, the City Council authorize the Mayor to take all necessary actions and execute any documents related to the acquisition of the property. Finally, that City Council adopt a Supplemental Budget Resolution appropriating the funds to purchase the property as well as perform minor renovations to the building.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Department has determined the need to expand the footprint at Magee Field at 2400 Dr. Martin Luther King Jr. Drive in order to further serve the youth of the Eastside neighborhood. The 2308 Dr. Martin Luther King Jr. Drive parcel is approximately 0.1927 acres and is zoned R-1AA. It is one of two small improved parcels that are adjacent on three sides to Magee Field.

Magee Field contains facilities for football, baseball, and basketball, as well as playground equipment and a covered shelter. A well-utilized park covering 4.2 acres, it was dedicated in 1951 and is named after Dr. A. S. Magee, one of Pensacola's first black physicians. The property underwent extensive renovation in 2006 thru 2007, but was unable to acquire two small improved parcels near the current parking area of the Field - this parcel facing Dr. Martin Luther King, Jr. Drive and the other facing North Davis Highway. The latter is not for sale, per the owner when contacted in November 2020.

The owner of the Dr. Martin Luther King, Jr. Drive parcel was contacted in November 2020 to inquire about purchasing the property and indicated there may be some interest in selling the property. However, the duplex on the property was occupied by tenants at that time. An appraisal was obtained to determine market value. Sherill Appraisal Company completed the survey in late January 2021, and the appraised value of the property was determined as \$205,000.

The owner has confirmed that the lease of the current tenants will soon be expired. Acquisition of

this parcel would enable the park to expand their current location eliminating the need to cross streets and the ability to address any infrastructure issues that may arise. With the limited options available for expansion, the sale price has been determined to be acceptable. An additional \$35,000 is being appropriated to provide funding to make any necessary renovations to the building to provide the ability to expand the services to the community.

PRIOR ACTION:

None

FUNDING:

Budget:	\$110,000	Park Purchases Trust Fund
	50,000	LOST IV - Vickery Resource Center
	50,000	LOST IV - Theophalis May Resource Center
	40,000	LOST IV - Sanders Beach Park
	<u>\$250,000</u>	
Actual	\$205,000	Purchase Price
	10,000	Closing Costs (Estimated)
	35,000	Renovations (Estimated)
	<u>\$250,000</u>	

FINANCIAL IMPACT:

Section 12-7-6(b)(2) of the City Code requires payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land. The subdivider or owner of a property shall pay unto the City such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the City for the purpose of acquiring parks and developing playgrounds. Currently, the Park Purchases Trust Fund has an unencumbered balance of \$119,059.16. Adoption of the Supplemental Budget Resolution will appropriate \$110,000 of that balance, leaving an unencumbered balance of \$9,059.16. Additionally, funds will be transferred from the Vickery Resource Center, the Theophalis May Resource Center and Sanders Beach Park within the Local Option Sales Tax Fund to provide the rest of the funding for this purchase. Adoption of the Supplemental Budget Resolution will appropriate \$110,000 from the Park Purchases Trust Fund to provide the funds to acquire this property.

CITY ATTORNEY REVIEW: Yes

3/30/2021

STAFF CONTACT:

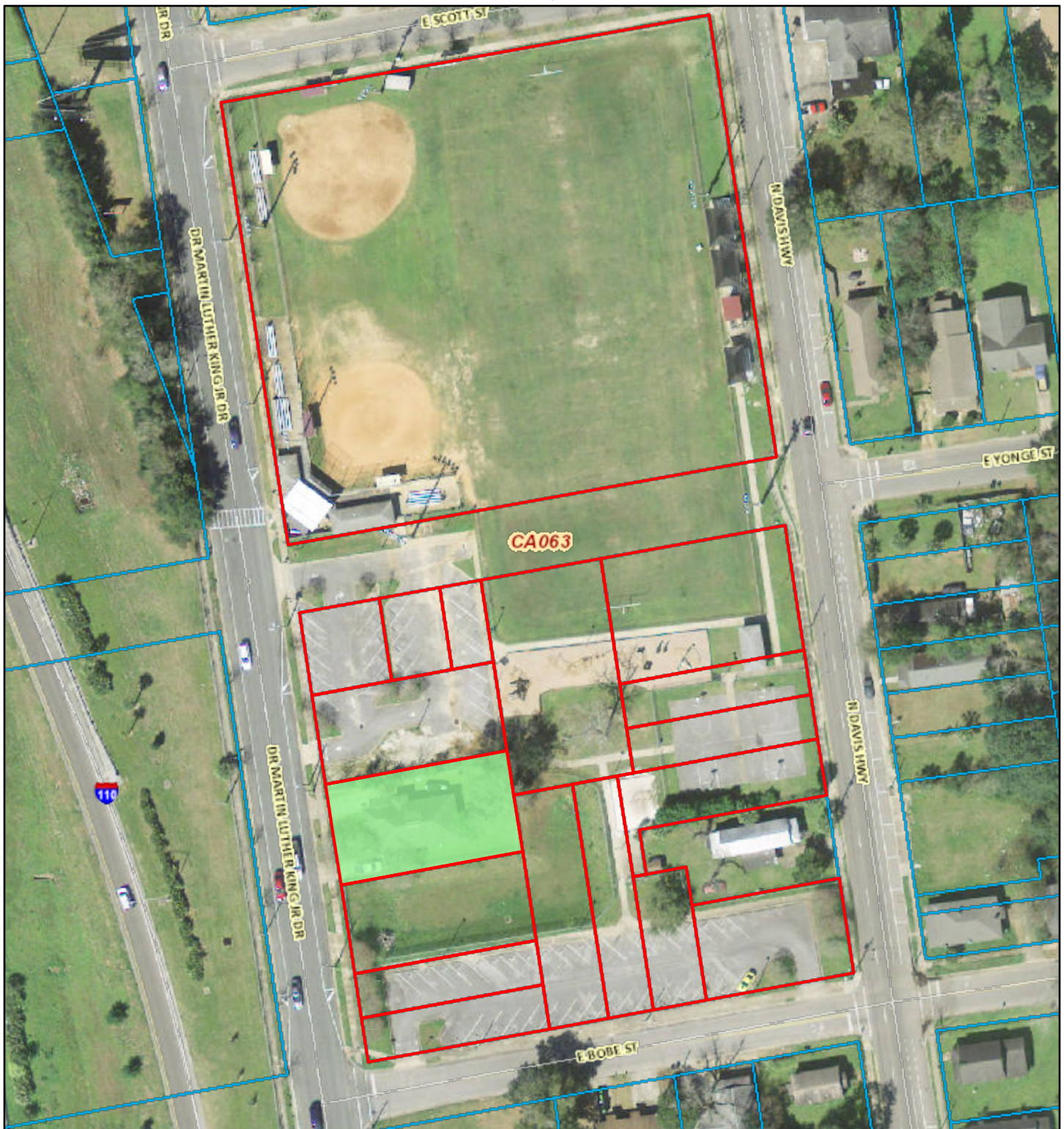
Keith Wilkins, City Administrator
 Kerrith Fiddler, Deputy City Administrator - Community Development
 Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

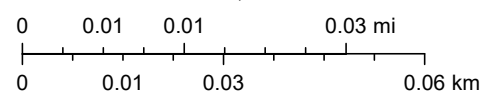
- 1) Aerial and Parcel Info - 2308 Dr. Martin Luther King, Jr. Drive
- 2) Appraisal - 2308 Dr. Martin Luther King, Jr. Drive



PRESENTATION: No

Magee Field
Aerial from the Property Appraiser's Website



1:1,128



-  AMR at Pensacola, Inc
-  City of Pensacola - Magee Field

[Restore Full Version](#)

General Information		Assessments				
Reference:	000S009020005113	Year	Land	Imprv	Total	Cap Val
Account:	133930100	2020	\$15,000	\$21,855	\$36,855	\$36,855
Owners:	AMR AT PENSACOLA INC	2019	\$15,000	\$20,499	\$35,499	\$35,499
Mail:	730 BAYFRONT PKWY STE 4B PENSACOLA, FL 32502	2018	\$15,000	\$19,523	\$34,523	\$34,523
Situs:	2308 DR MARTIN LUTHER KING JR 32503	Disclaimer				
Use Code:	MULTI-FAMILY <=9	Market Value Breakdown Letter				
Units:	2	Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS	File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2020 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	FRATERNAL AND OTHER	
09/15/2010	6636	1732	\$1,000,000	WD		Legal Description LTS 5 & 6 BLK 113 EAST KING TRACT OR 6636 P 1732 CA 63	
12/1990	3049	405	\$100	WD			
03/1990	2833	405	\$5,000	WD			
09/1989	2833	404	\$2,500	WD			
09/1989	2833	403	\$2,500	WD			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features None	

Parcel Information

Section Map Id:
[CA063](#)

Approx. Acreage:
0.1927

Zoned:
R-1AA

Evacuation & Flood Information
[Open Report](#)

+

-

[View Florida Department of Environmental Protection\(DEP\) Data](#)

[Launch Interactive Map](#)

Buildings	
Address: 2308 DR MARTIN LUTHER KING JR, Year Built: 1991, Effective Year: 1991, PA Building ID#: 19846	
<div>Structural Elements</div> <p> DECOR/MILLWORK-AVERAGE DWELLING UNITS-2 EXTERIOR WALL-VINYL SIDING FLOOR COVER-VINYL/CORK FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-6 NO. STORIES-1 ROOF COVER-COMPOSITION SHG ROOF FRAMING-GABL/HIP COMBO STORY HEIGHT-0 STRUCTURAL FRAME-WOOD FRAME </p>	
<div>Areas - 1905 Total SF</div> <p> BASE AREA - 1780 OPEN PORCH FIN - 125 </p>	

Images



1/26/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

RESTRICTED APPRAISAL REPORT

OF A

MULTIPLE-FAMILY RESIDENTIAL (DUPLEX) PROPERTY

LOCATED AT

2308 DR. MARTIN LUTHER KING, JR. DRIVE
PENSACOLA, FLORIDA 32503

EXCLUSIVELY FOR

CITY OF PENSACOLA

AS OF

JANUARY 21, 2021

BY

CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665

2803 EAST CERVANTES STREET, SUITE C

PENSACOLA, FLORIDA

32503

RESTRICTED APPRAISAL REPORT

The subject property consists of a residential duplex property which is located at 2308 Dr. Martin Luther King, Jr. Drive in Pensacola, Florida. The client is interested in purchasing the property at a yet-undetermined price. It should be noted that the appraiser was able to enter and inspect only one of the two subject units for this appraisal, but each unit is reported to be nearly identical to one another.

The subject property consists of a residential duplex structure which contains 2 units (each with a 2 bedroom/1 bathroom floor plan). Both of these units are rented as of the effective date of this appraisal. Accordingly, the indicated occupancy rate of the property is 100 percent. Each of the subject leases has a short-term remaining duration. Therefore, the value estimates of the fee simple title and the leased fee estate in the subject properties are considered to be generally equivalent to one another.

It should be further noted that the subject property has reportedly been encumbered for a number of years by a HUD program that initially provided for favorable financing and other benefits. Although some of the prior benefits have been exhausted, the property is currently affected by a current sub-market rental amount of one of the two leases, and the exemption of real estate taxation. Since the property has been appraised in its current as is status/condition, these HUD conditions have been included in this appraisal. Further discussions of these particular conditions are presented subsequently in this appraisal. According to the property owner, the current unfavorable sub-market rent via the sole HUD lease (Unit A) is expected to discontinue when this lease expires in November of this year. However, the exemption of annual real estate taxes will reportedly continue into perpetuity. This appraisal is based upon the extraordinary assumptions that real estate taxation of the property will continue to be exempt into perpetuity due to the presence of the HUD agreement, and that subject Unit A can be re-leased at a market-derived rent upon its current HUD-lease expiration in November, 2021. The use of these extraordinary assumptions may affect the value conclusion in this appraisal.

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost Approach was not considered to be appropriate to provide credible results for this valuation. Due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform this particular approach to value the subject property in this assignment.

The subject property is a multiple-family residential (duplex) property with short-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison and Income Capitalization Approaches in making buying decisions. Additionally, recent sales and rental activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison and Income Capitalization Approaches in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report. Additionally, the omission of the Cost Approach is not considered to have a negative effect on the credibility of this appraisal.

Furthermore, this is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.

Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

It should be noted that the extended Pensacola area was significantly affected recently by Hurricane Sally. This catastrophic Category 2 hurricane made landfall near Pensacola on September 16, 2020. Significant destruction occurred to numerous properties in the local area as a result of catastrophic winds, rainfall, flooding, and tornados. Preliminary estimates indicate the cost of damage from this catastrophic storm could exceed \$8 to \$10 billion dollars. However, it should be noted that the subject property was hardened for this destructive storm, and it appears the property did not sustain any significant damage from this hurricane.

CLIENT:	City of Pensacola Attention: Ms. Deana Stallworth Property Lease Manager 222 West Main Street Pensacola, Florida 32502
APPRAISER:	Charles C. Sherrill, Jr., MAI State - Certified General Appraiser #RZ1665 Sherrill Appraisal Company 2803 East Cervantes Street, Suite C Pensacola, FL 32503
APPRAISAL FILE NUMBER:	N221-0003 - Revised
PROPERTY LOCATION:	2308 Dr. Martin Luther King, Jr., Drive, Pensacola, Escambia County, Florida 32503
PROPERTY TYPE/ CURRENT USE:	Multiple-Family (Residential Duplex)
REPORTED PROPERTY OWNER:	AMR At Pensacola, Inc.
TOTAL NUMBER OF UNITS:	2 Units

NUMBER OF OCCUPIED UNITS: 2 Units

INDICATED OCCUPANCY RATE: 100%

SALES HISTORY: According to the public records, the property was acquired by the current owner prior to 2011. The appraiser is not aware of any sales activity involving the subject in the five years preceding the date of value. The client is interested in purchasing the subject property at a yet-undetermined price.

LEGAL DESCRIPTIONS: Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office and a warranty deed are presented in the addendum of this appraisal report.

TAX ACCOUNT NUMBER: 13-3930-100

PARCEL IDENTIFICATION NO.: 00-0S-00-9020-005-113

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2019) statistics from the U. S. Census Bureau, there are 318,316 residents in Escambia County, which ranked 17th in county population in Florida. Escambia County's population increased by 7.0 percent since 2010, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has an unemployment rate of 3.2 percent, which is fairly consistent with that indicated by the state and national averages (2.8 percent and 3.5 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is located inside the city limits of Pensacola. The subject neighborhood boundaries are generally defined as East Cervantes Street on the south, North Palafox Street on the west, Texar Drive on the north, and North Ninth Avenue on the east. Land uses in the immediate area include retail establishments, offices, restaurants, banks, residences, warehouses, pawn shops, churches, motels, condominiums, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

Site Description: The subject property is located on the east side of Dr. Martin Luther King, Jr., Drive, just north of East Bobe Street. The property is situated immediately adjacent to the city-owned Magee Field Recreation Park. The interior parcel is regular in shape. The site has 60 feet of frontage on the east side of Dr. Martin Luther King, Jr., Drive and a depth of 125 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.1927 acre. This equates by calculation to a land area of 8,394 square feet. The property has an indicated density of 10.4 units per acre. This is considered to be relatively adequate when compared to similar properties in the local market.

The property is fairly level and appears to have satisfactory drainage. Public sanitary sewer service is apparently available to the subject. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map # 12033C0390G).

Dr. Martin Luther King, Jr. Drive is a two-laned roadway with singular-directional traffic (south-bound) in front of the subject. Overall access to the property is concluded to be adequate. The average daily traffic count on Dr. Martin Luther King, Jr. Drive in the vicinity of the subject of approximately 3,300 vehicles is considered to be relatively moderate.

The property is zoned R-1A; Single-Family Residential Medium Density under the zoning ordinances of the City of Pensacola. Specific uses that are permitted within this classification generally include single-family detached dwellings and their customary accessory structures and uses, residential duplexes, schools, churches, home occupations, and municipally owned parks. There are other uses which require conditional approval for usage including bed and breakfasts, and childcare facilities. Additionally, certain front, side, and rear yard setbacks are required. The minimum lot size for single-family detached residences within this zoning district is 3,500 square feet, and the maximum building density is 17.4 units per acre. This equates to a total of 3 units for the subject parcel ($0.1927 \times 17.4 \text{ units/acre} = 3.4$, rounded). The present residential duplex use of the subject property is permitted by the current R-1A zoning classification. The property has a Future Land Use Classification of Medium Density Residential.

Description of Improvements: The subject improvements consist of a two-unit residential building which based upon the appraiser's measurements, estimates, and calculations contains approximately 1,743 square feet. The property is occupied by two rental tenants. This facility is constructed of a wood frame with vinyl-sided exterior walls on a concrete foundation. The roof cover is of a composition shingle material. The building has an eave height of approximately 8 to 9 feet.

Description of Improvements (Cont'd): Each of the subject units contains two-bedrooms and one-bathroom. The size of each of these units is approximately 872 square feet. Each of the subject units is equipped with central heat and air conditioning systems and typical kitchen appliances. The units' interior finish schedules are considered to be of average quality. They generally consist of ceramic tile flooring, and sheetrock interior walls and ceilings. Washer/dryer connections are located within each of the units. A small covered porch is situated near the front of each unit.

As of the effective date of this appraisal, both of the subject units were leased and the occupancy rate was 100 percent. Subject Unit B is currently leased at a monthly rental rate of \$1,075. This equates to \$1.23 per square foot, and is concluded to be reflective of the prevailing rate for a comparable unit in the local market at present. As previously mentioned, Unit A is currently subject to HUD guidelines, and its current rental rate of \$740 per month is concluded to be below-market at present. However, the owner reports that there is no requirement to renew this lease or re-lease this unit based upon the HUD guidelines. Therefore, the owner reportedly intends to re-lease this unit upon expiration of this current lease in November of this year at a market rate without consideration to HUD. The below-market rent that is anticipated during the remaining 10 months of this lease has been accounted for in this appraisal.

The units are reportedly individually metered for electrical and water/sewer services, so these expenses are incurred by the tenants and not paid by the landlord. Additionally, the tenants pay for garbage collection and outside lighting.

The building is reported to have been constructed in 1991. The actual age of the structure is 30 years. Overall, the facility is considered to be well-maintained in relatively average physical condition.

The subject site improvements consist of the attached covered porches near the front of each unit, a concrete-paved driveway, chain link fencing, and adequate landscaping. Overall, the subject structure and site improvements are considered to be physically well-adapted to the site.

CURRENT PROPERTY

TAX ASSESSMENT:

\$36,855; As previously mentioned, the property is exempt from real estate taxation based upon the long-time HUD arrangement.

ZONING CLASSIFICATION:

R-1A; Single-Family Residential Medium Density

FUTURE LAND USE

CLASSIFICATION:

MDR; Medium Density Residential

HIGHEST AND BEST USE AS

IF VACANT:

Multiple-Family Residential

HIGHEST AND BEST USE AS

IMPROVED:

Multiple-Family Residential

ESTIMATED EXPOSURE TIME:

3 to 6 Months

ESTIMATED MARKETING TIME:

3 to 6 Months

TYPE AND DEFINITION OF VALUE:	The purpose of this appraisal is to estimate the market value of the subject property as defined by federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C.	
INTENDED USE OF APPRAISAL REPORT:	For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the possible purchase of the subject property.	
INTENDED USER OF APPRAISAL REPORT:	City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.	
PROPERTY INTERESTS VALUED:	Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property) and Leased Fee Estate (defined as an ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; usually consists of the right to receive rent and the right to repossession at the termination of the lease/leases).	
DATE OF PROPERTY INSPECTION:	January 21, 2021	
EFFECTIVE DATE OF VALUE:	January 21, 2021	
DATE OF APPRAISAL REPORT:	February 15, 2021	
VALUE INDICATED BY INCOME CAPITALIZATION APPROACH:	\$204,000	(Value as is, subject to the appraisal assignment conditions that are presented in the addendum of this appraisal report)
VALUE INDICATED BY SALES COMPARISON APPROACH:	\$206,000	(Value as is, subject to the appraisal assignment conditions that are presented in the addendum of this appraisal report)
RECONCILED ESTIMATE OF VALUE:	\$205,000	(Value as is, subject to the appraisal assignment conditions that are presented in the addendum of this appraisal report)

This Restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation has been retained in the appraiser's file.

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost Approach was not considered to be appropriate to provide credible results for this valuation. Due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform this particular approach to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject site and the interior of one of the two subject units, conducted multiple telephone interviews with the designated property contact (owner), reviewed and analyzed the two subject leases, and researched and analyzed the actual rent/expense data that were furnished by the client for this assignment. Comparable rental units considered to be similar to the subject property were also researched and analyzed for this valuation. Operating expenses and overall capitalization rates were extracted from the local market. A value was concluded by use of the Income Capitalization Approach to valuation, and it was given primary consideration in the final value conclusions.

Secondly, building sales and offerings considered to be similar to the subject property were also researched and analyzed for this valuation. A value was concluded by use of the Sales Comparison Approach, and it was given additional consideration in the final value conclusions. Additionally, the omission of the Cost Approach is not considered to have a negative effect on the credibility of this appraisal. The above particular scope of appraisal work is considered to be sufficient to achieve credible assignment results. Furthermore, the appraiser performed multiple interviews with various market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor the rapidly-developing coronavirus issue.

This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.

SUMMARY OF INCOME CAPITALIZATION APPROACH

The rental data considered to be comparable to the subject for this analysis is presented below.

COMP NO.	ADDRESS	DATE OF LEASE	BEDROOMS/ BATHS	UNIT SIZE (SQ. FT.)	UNIT RENT (MONTHLY)	RENT/ SQ. FT.
1	1006 West Chase Street	06/30/20	2 / 1	900	\$1,000	\$1.11
2	910 North DeVilliers Street	12/14/20	2 / 1	870	\$1,025	\$1.18
3	1000 West Intendencia Street	03/27/20	2 / 1	848	\$1,000	\$1.18
4	1007 East Bobe Street	02/03/20	2 / 1	900	\$1,200	\$1.33
N/A	2308 Dr Martin Luther King, Jr. Drive, Unit B (Subject Property – Non-HUD Lease)	01/21/21	2 / 1	872	\$1,075	\$1.23

The above multiple-family rent comparables were considered to be generally similar to the subject units, and were thus meaningful for this analysis. All of the comparables are located in the general subject area and are concluded to represent a suitable rental alternative to tenants of the subject units. These comparables consists of 2-bedroom/1-bathroom floor plan like that of the subject. The sizes of these comparable units range from approximately 848 to 900 square feet, which is reflective of that of the subject. The rental rates range from \$1,000 to \$1,200 per month, depending on such factors as unit size, location, age, quality, project amenities, and utilities (water/sewer/garbage removal) being provided by the landlord. This unit rent equates to a range of \$1.11 to \$1.33 per square foot.

For this analysis, rental rate adjustments were considered for such varying characteristics as location, unit size, quality and physical condition of the units, various utilities being furnished by the owner, and general property features. After this particular adjustment, a rental rate per square foot of \$1.18 to \$1.29 resulted for the subject one-bedroom unit type.

From this analysis, a market rent estimate towards the middle of the above concluded unit rental rate range is concluded to be appropriate for each subject unit (as if unencumbered by HUD guidelines and restrictions). Therefore, a rate of \$1.20 to \$1.25 per square foot, or approximately \$1,075 per month (rounded), is concluded to be reflective of market rent for subject units. This is consistent with the current contract rent of Unit B (the current non-HUD lease). It should be noted that the projected rental rate does not include any utilities as these are paid directly by the tenants to the various service provider. The rent comparable adjustment grid is presented on the following page of this appraisal report.

i21-0003rentgrid

SUMMARY OF RENTAL RATE ADJUSTMENTS

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	574316	581101	568915	565492
Monthly Rent	\$1,000	\$1,025	\$1,000	\$1,200
Unit Rent Per Square Foot	\$1.11	\$1.18	\$1.18	\$1.33
<u>Rate Adjustments</u>				
Property Rights Leased	0%	0%	0%	0%
Adjusted Unit Rate	\$1.11	\$1.18	\$1.18	\$1.33
Conditions of Lease	0%	0%	0%	0%
Adjusted Unit Rate	\$1.11	\$1.18	\$1.18	\$1.33
Market Conditions (Time)	1%	0%	2%	2%
Adjusted Unit Rate	\$1.12	\$1.18	\$1.20	\$1.36
<u>Other Rate Adjustments</u>				
Location	--	--	--	-10%
Unit Size	--	--	--	--
Floor Plan	--	--	--	--
Age/Condition/Quality	--	--	--	5%
Utility Expenses	15%	--	--	--
Other	--	--	--	--
Cumulative (Net) Adjustments	15%	0%	0%	-5%
Adjusted Rate Per Square Foot	\$1.29	\$1.18	\$1.20	\$1.29

Based upon the 2 subject units and the above market rent projection, a potential gross rental revenue of \$25,800 is projected for the subject units (as if un-affected by HUD). Rental concessions are not prevalent in the local market and have therefore not been included in this analysis.

Vacancy and collection loss, and operating expense information was obtained for competing properties in the local market and used as a basis for this valuation analysis. For this valuation, a vacancy and collection loss of 5.0 percent has been estimated. The actual and projected operating expenses for the subject were discussed with the owner for this valuation. As previously mentioned, the property is exempt from real estate taxation and the associated annual City stormwater fee is relatively minimal. The total projected operating expenses for the subject amount to \$7,986 (\$3,993 per unit). This equates to 32.6 percent of the Effective Gross Revenue and \$4.58 per square foot of building area (\$0.38 square foot monthly). These are considered to be reasonable based upon the overall physical characteristics of the subject property and exemption of real estate taxes.

The comparable sales of residential duplex properties in the Sales Comparison Approach section of this appraisal were not sufficient to indicate a reliable overall capitalization rate for the subject property. Therefore, an overall capitalization rate was derived from comparable sales of general commercial properties in the local marketplace, as well as the Band of Investments Technique. Comparable sales of general income producing properties in the local area generally indicate an overall capitalization rate range of 8.0 to 12.0 percent. The PwC Real Estate Investor Survey (formerly the Korpacz Real Estate Investor Survey – 3rd Quarter 2020) indicates overall capitalization rates for quality apartment properties within larger markets at a broad range of 3.5 to 8.0 percent. The average of these current published rates was 5.22 percent.

The Band of Investments is a technique in which an overall capitalization rate is derived from the weighted average rates that are attributable to the components of a capital investment. Often a band of investment analysis is performed based upon the mortgage and equity components. Since most properties are purchased with debt and equity capital, the overall capitalization rate must satisfy the market requirements of both investment positions. Lenders anticipate receiving a competitive interest rate based upon perceived risk of their investment. As such, lenders generally require the loan principal be repaid through periodic amortization payments. Similarly, equity investors anticipate receiving a competitive equity dividend based upon their perceived risks.

The capitalization for the debt (mortgage constant) is a function of the interest rate, the frequency of the amortization, and the amortization term of the loan. The equity investor also seeks a systematic cash return. This equity capitalization rate is the ratio of annual pre-tax cash flow to the amount of the equity investment.

Based upon discussions with numerous lenders in the local market, loan parameters vary based upon such factors as property type, financial strength of the borrower, and property tenancy. Typically, loan-to-value ratios for commercial properties in the local area range from 70 to 80 percent. Interest rates currently range from approximately 4.0 to 6.0. Quite often, the amortization period is 10 to 15 years. Based upon the subject property type, a loan-to-value of 75 percent, an interest rate of 4.5 percent with monthly payments, and a 15-year amortization period, the mortgage constant calculates to 0.0076, or 0.0918 annually. Assuming an equity dividend rate of 6.0 percent for the subject property, an overall capitalization rate of 8.4 percent results as follows:

Debt Component:	75.0%	x	0.0918	=	0.0689
Equity Component:	25.0%	x	0.0600	=	<u>0.0150</u>
	Indicated Overall Capitalization Rate:				0.0839
				Rounded:	<u>8.4%</u>

From this data and in considering the subject property's overall quality/condition and health of the local residential housing market, an overall capitalization rate somewhat below the above-indicated rate was concluded to be reasonable. Therefore, an overall capitalization rate of 8.0 percent was considered to be best reflective of the subject property, and it was used as a basis for the attached Stabilized Income Capitalization method of valuation.

i21-0003s

**SUMMARY OF VALUATION OF PROPERTY, AS IS
(WITH CURRENT HUD LEASE – UNIT A)**

Based upon the below-market rent of the HUD lease (Unit A), the resulting loss of income must be considered. As previously discussed, the variance between the market-derived rent (\$1,075) and the current HUD rent (\$740) of Unit A is \$335 per month.

Based upon 10 months remaining of this below-market lease and in accounting for the previously-estimated management fee (no vacancy or collection loss anticipated with this HUD lease), a loss of net income of approximately \$3,000 results. This equates to 1.4 percent of the previously concluded value (as if the property were fully-leased at market). A summary of this income-loss calculation is presented below.

POTENTIAL GROSS INCOME:	\$3,350
LESS VACANCY & COLLECTION LOSS @ 0 %	- \$ 0
EFFECTIVE GROSS INCOME LOSS:	\$3,350
LESS MANAGEMENT FEE @ 8%	- \$ 268
NET INCOME LOSS:	\$3,082
ROUNDED:	<u>\$3,000</u>

The current value of the property, as is, from the Income Capitalization Approach as of the current date of value is shown below.

INDICATED VALUE OF PROPERTY IF FULLY LEASED AT MARKET RATE:	\$207,000
LESS NET INCOME LOSS DUE TO CURRENT HUD LEASE (UNIT A):	- <u>\$ 3,000</u>
INDICATED VALUE OF PROPERTY AS IS:	<u>\$204,000</u>

The resulting value indication of the property, as is, is \$204,000. This equates to \$117.04 per square foot of building area, and \$102,000 per unit. The Potential Gross Income Multiplier (PGIM) is 7.91. These indicated units of comparison are concluded to be reasonable when considering the property's overall characteristics.

SUMMARY OF SALES COMPARISON APPROACH

A summary of the data pertaining to improved sales considered to be fairly similar to the subject is presented below.

<u>COMP NO.</u>	<u>RECORD NO.</u>	<u>LOCATION</u>	<u>DATE OF SALE</u>	<u>SALE PRICE</u>	<u>PRICE/ PER UNIT</u>	<u>PRICE/ SQ. FT.</u>
1	562665	1133 East Anderson Street	10/21/19	\$130,000	\$65,000	\$112.83
2	573795	231 South N Street	07/27/20	\$145,000	\$72,500	\$123.40
3	545565	706 East Belmont Street	04/24/19	\$239,000	\$119,500	\$128.43

The above comparable sales represent properties considered generally similar to the subject. Each consist of a residential duplex like that of the subject. The unit sizes of these comparables range from 376 to 931 square feet. All are located throughout the general subject area. These comparables generally have limited common area amenities like the subject. These comparables range in price from \$130,000 to \$239,000, which equates to a range of \$65,000 to \$119,500 per unit. Additionally, they represent a price range of \$112.83 to \$128.43 per square foot of building area.

Based upon each comparable consisting of duplex properties with 2 bedroom units like the subject, the price per square foot is concluded to be the most reliable unit of comparison in this analysis. Price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, age/condition/quality, project size, unit mix, and unit density/zoning. After these necessary price adjustments were made for dissimilarities, when compared to the subject, a very broad unit value of \$114.62 to \$124.64 per square foot results for the subject. It should be noted that this broad indicated value range is concluded to indicate a low degree of reliability from this method of valuation.

In placing most weight on Comparable No. 2, which is the most recent sale that also resulted in the fewest and lease price adjustments, a unit value towards the middle to upper end of the above range is concluded to have been appropriate for the subject. Therefore, a value of \$120.00 per square foot of building area is estimated for this valuation.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

SUMMARY OF VALUATION CONCLUSION

$$1,743 \text{ SQ. FT.} \quad \times \quad \$120.00/\text{SQ. FT.} \quad = \quad \$209,160 \quad (\text{ROUNDED TO: } 209,000)$$

When deducting the preciously estimated rent loss anticipated from the below-market HUD lease of \$3,000, a value of the property, as is, of \$206,000 results from the Sales Comparasion Approach. This value estimate of the property, as is, is well within the total sales price range of \$130,000 to \$239,000 that is indicated by the above comparables. Futhermore, it equates to \$103,000 per unit, which is considered to be reasonable based upon the overall physical features of the subject property, relative to the comparable.

s21-0003 grid

SUMMARY OF BUILDING SALES ADJUSTMENTS

	<u>Comp. No. 1</u>	<u>Comp. No. 2</u>	<u>Comp. No. 3</u>
Index Number	562665	573795	545565
Total Sales Price	\$130,000	\$145,000	\$239,000
Square Feet	<u>1,152</u>	<u>1,175</u>	<u>1,861</u>
Price Per Square Foot	\$112.85	\$123.40	\$128.43
<u>Price Adjustments</u>			
Property Rights Conveyed	0%	0%	0%
Adjusted Unit Price	<u>\$112.85</u>	<u>\$123.40</u>	<u>\$128.43</u>
Atypical Financing Terms	0%	0%	0%
Adjusted Unit Price	<u>\$112.85</u>	<u>\$123.40</u>	<u>\$128.43</u>
Conditions of Sale	0%	0%	0%
Adjusted Unit Price	<u>\$112.85</u>	<u>\$123.40</u>	<u>\$128.43</u>
Market Conditions (Time)	3%	1%	5%
Adjusted Unit Price	<u>\$116.23</u>	<u>\$124.64</u>	<u>\$134.85</u>
<u>Adjustments- Physical Characteristics</u>			
Location	-10%	- -	-10%
Building Size	-5%	-5%	- -
Age/Condition/Quality	15%	5%	-10%
Land-to-Building Ratio/Unit Density	- -	- -	5%
Zoning	- -	- -	- -
Other	- -	- -	- -
Cumulative (Net) Adjustments	<u>0%</u>	<u>0%</u>	<u>-15%</u>
Adjusted Price Per Square Foot	<u><u>\$116.23</u></u>	<u><u>\$124.64</u></u>	<u><u>\$114.62</u></u>

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the fee simple estate in the subject property, as is, both the Sales Comparison and Income Capitalization Approaches were performed. The indicated values from these methods were \$204,000 and \$206,000, respectively, which represents a narrow variance of 1.0 percent. In reconciling the value indications from these methods, the Income Capitalization Approach has been given more weight than the Sales Comparison Approach. This is due primarily to the type and characteristic of the subject property, along with the quality and quantity of market data available to the appraiser.

Accordingly, the market value of both the theoretical fee simple title and current leased fee estate in the subject property, as is, as of January 21, 2021, based upon the appraisal assignment conditions that are presented on the following pages, is concluded to be \$205,000. It should be reiterated that this value conclusion is somewhat affected by the presence of the property's HUD program. Furthermore, it should be noted that no personal property, fixtures, or intangible items are included in this opinion of market value. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Exposure time is defined by USPAP as an opinion, based upon supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 26 to 89 days (0.9 to 3.0 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 3 to 6 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 3 to 6 months.

Attached are a summary of the subject leases, the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a site plan, a plot plan, a copy of an aerial photograph, a building sketch and a floor plan, a legal description, a warranty deed, a flood zone map, zoning maps, summary data of the comparable properties and corresponding location maps, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost Approach was not considered to be appropriate to provide credible results for this valuation. Due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform this particular approach to value the subject property in this assignment.
2. This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculations being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
26. The appraisal does not include Furniture, Fixtures, or Equipment (F F & E).
27. Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

1. This appraisal is based upon the extraordinary assumption that the interior of both of the units were in similar physical condition on the date of valuation as that observed by the appraiser from the interior inspection of Unit B, as discussed, in this appraisal report. It should be noted that the use of this extraordinary assumption may affect the value conclusion in this appraisal.
2. This appraisal is based upon the extraordinary assumptions that real estate taxation of the property will continue to be exempt into perpetuity due to the presence of the HUD agreement and that subject Unit A can be re-leased at a market-derived rent upon its current HUD lease expiration in November, 2021. The use of these extraordinary assumptions may affect the value conclusion in this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of a sampling (one of the two units) of the property that is the subject of this appraisal report. I was unable to enter or inspect the interior of Unit B.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles", followed by a stylized flourish or second signature.

Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SHERILL, CHARLES C JR PA

410 E GOVERNMENT ST
PENSACOLA FL 32502

LICENSE NUMBER: RZ1665

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property



Rear/Side View of Subject Duplex Building

PHOTOGRAPHS OF SUBJECT PROPERTY



Interior View of Subject Unit A



Interior View of Subject Unit A

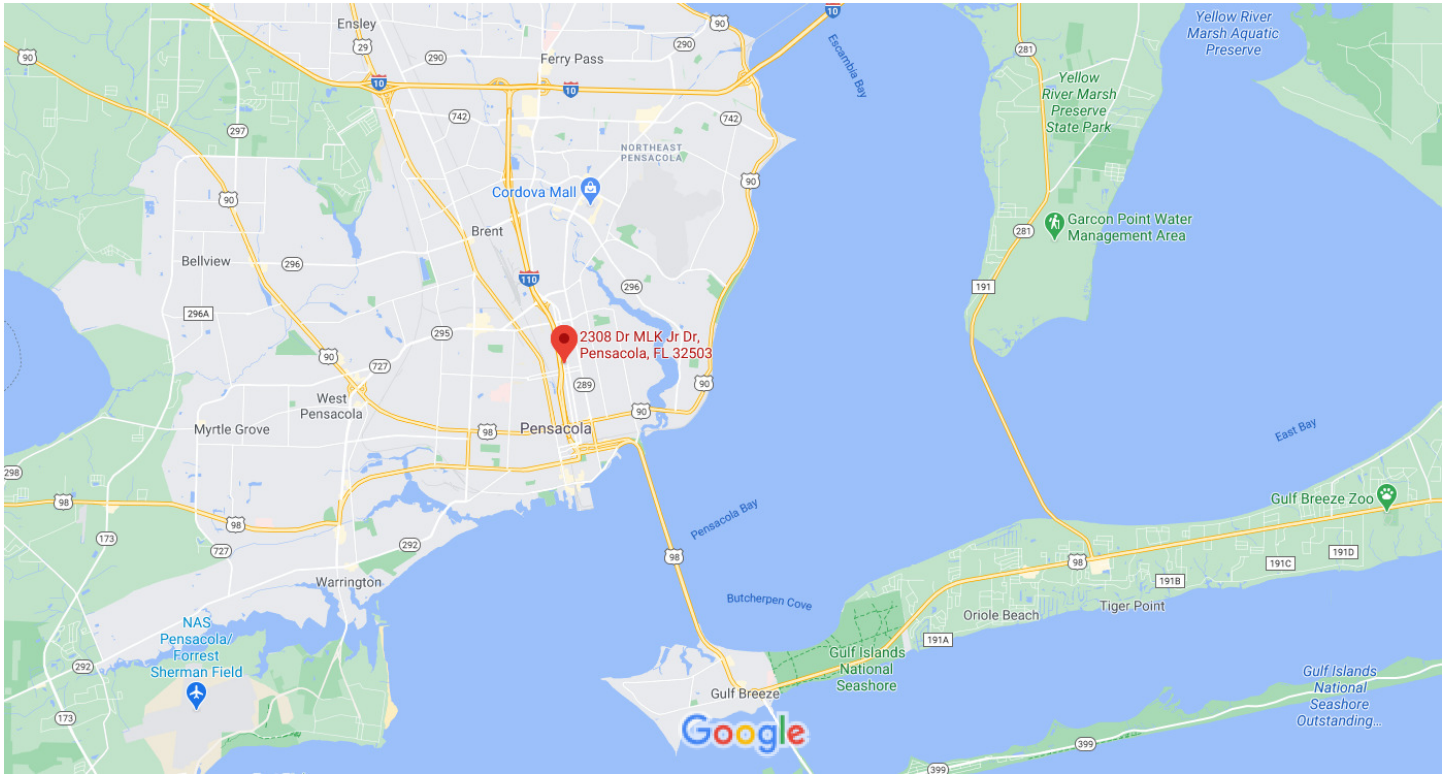
PHOTOGRAPHS OF SUBJECT PROPERTY

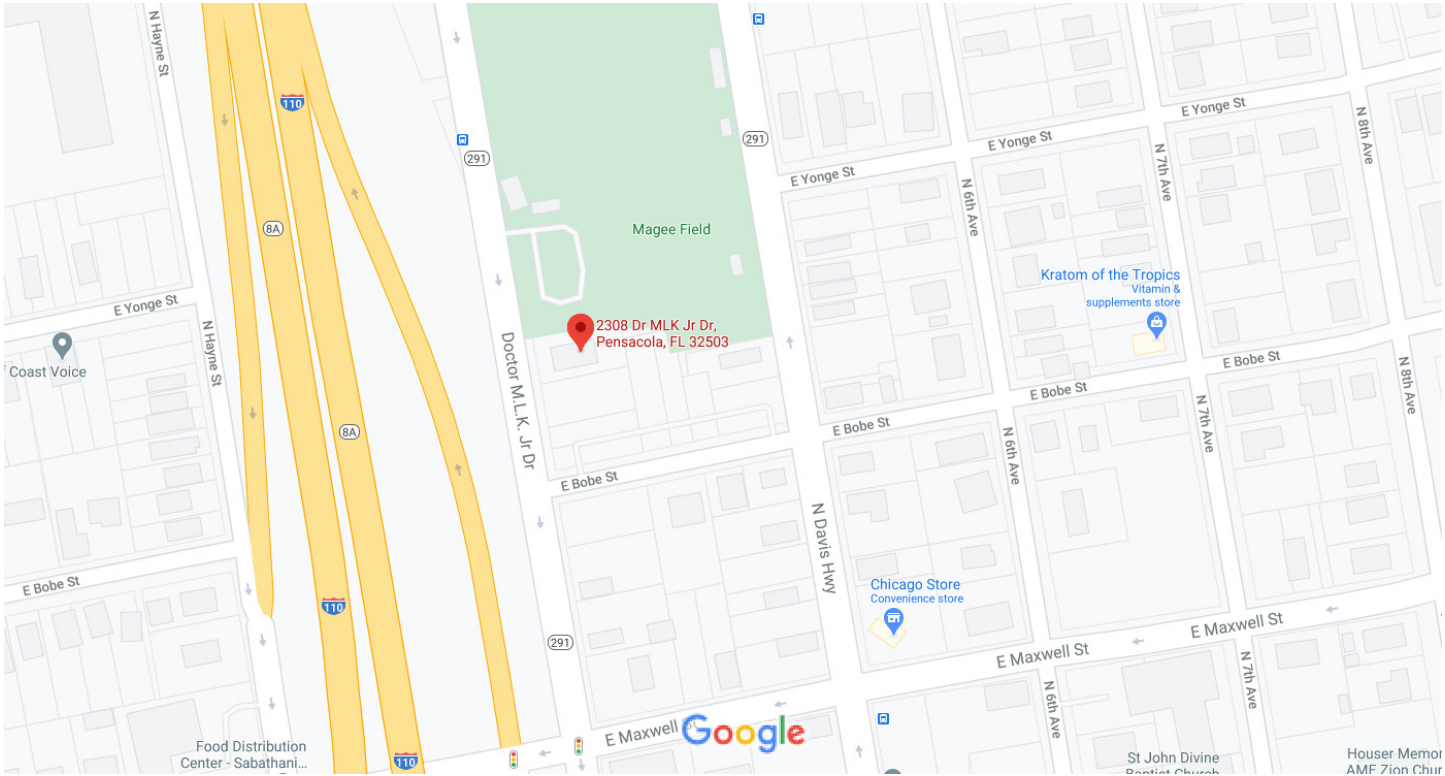


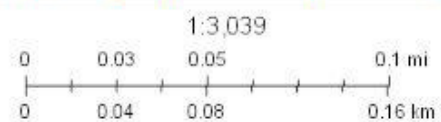
Interior View of Subject Unit A



Subject Street Scene From Dr. Martin Luther King, Jr. Drive



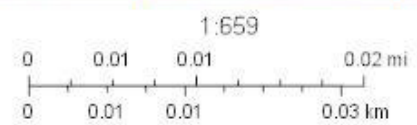






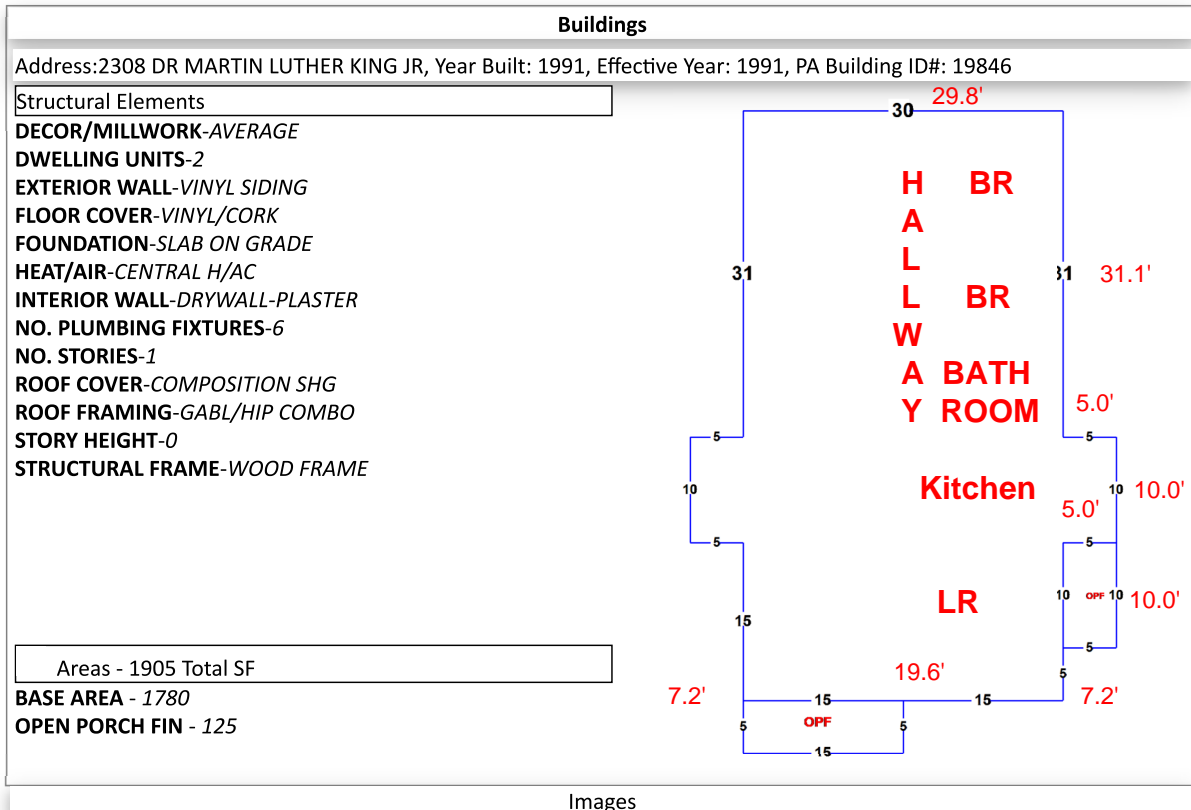
January 18, 2021

- Override 1
- Property Line
- Boundary
- Map Grid



[Restore Full Version](#)

General Information					Assessments																																								
Reference: 000S009020005113 Account: 133930100 Owners: AMR AT PENSACOLA INC Mail: 730 BAYFRONT PKWY STE 4B PENSACOLA, FL 32502 Situs: 2308 DR MARTIN LUTHER KING JR 32503 Use Code: MULTI-FAMILY <=9 Units: 2 Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					<table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$15,000</td> <td>\$21,855</td> <td>\$36,855</td> <td>\$36,855</td> </tr> <tr> <td>2019</td> <td>\$15,000</td> <td>\$20,499</td> <td>\$35,499</td> <td>\$35,499</td> </tr> <tr> <td>2018</td> <td>\$15,000</td> <td>\$19,523</td> <td>\$34,523</td> <td>\$34,523</td> </tr> </tbody> </table> Disclaimer Market Value Breakdown Letter Tax Estimator File for New Homestead Exemption Online Report Storm Damage					Year	Land	Imprv	Total	Cap Val	2020	\$15,000	\$21,855	\$36,855	\$36,855	2019	\$15,000	\$20,499	\$35,499	\$35,499	2018	\$15,000	\$19,523	\$34,523	\$34,523																
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<div> <div> Parcel Information </div> <div> Launch Interactive Map </div> </div> <div> <div> Section Map Id: CA063 Approx. Acreage: 0.1927 Zoned: R-1A Evacuation & Flood Information Open Report </div> <div> </div> </div> <div> View Florida Department of Environmental Protection(DEP) Data </div>																																													



Images



1/26/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Building Area:

$$\begin{aligned}
 29.8' \times 31.1' &= 1,668.85 \text{ Square Feet} \\
 5.0' \times 10.0' &= 50.00 \text{ Square Feet} \\
 5.0' \times 10.0' &= 50.00 \text{ Square Feet} \\
 \text{Less: } 1/2 \times 5.1' \times 5.0' &= <12.8 \text{ Square Feet}> \\
 \text{Less: } 1/2 \times 5.1' \times 5.0' &= <12.8 \text{ Square Feet}>
 \end{aligned}$$

1,743 Square Feet (872 Square Feet/unit)

Prepared by
Edith Garcia, an employee of
First American Title Insurance Company
730 Bayfront Parkway
Pensacola, Florida 32502-6251
(877)309-7212

WARRANTY DEED

This indenture made on **September 15, 2010 A.D.**, by

Northwestern Partners, Ltd., a Florida limited partnership, whose address is: **730 Bayfront Parkway, 4-B, Pensacola, FL 32502**, hereinafter called the "grantor", to

AMR at Pensacola, Inc., a Florida corporation not for profit, whose address is: **730 Bayfront Parkway, 4-B, Pensacola, FL 32502**, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

Parcel No. 1: The North ten feet of Lot 1, the South 45 feet of Lot 6, the South 45 feet of the East one-half of Lot 5, all in Block 74, East King Tract, East of Tarragona Street, according to map of the City of Pensacola Copyrighted by Thomas C. Watson in 1906.

Parcel No. 2: Lot 10, and the East 25 feet of Lot 9, Block 62, New City Tract, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 3: Lots 1 through 5, inclusive, Block 127, West King Tract, Section 28, Township 2 South, Range 30 West, Escambia County, Florida.

Parcel No. 4: Lot 4 and the South 20 feet of Lot 5, Block 40, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 5: The West Eight feet of Lot 8 and all of Lots 9 and 10, Block 128, Maxent Tract, according to map of the City of Pensacola, Escambia County, Florida, Copyrighted by Thomas C. Watson in 1906.

Parcel No. 6: The West 25' of the South 10.2' of Lot 19, the West 25' of Lots 20, 21 and 22, and the South 101.7' of Lot 23, Block 169, West King Tract, according to map Copyrighted by Thomas C. Watson in 1906.

Parcel No. 7: Lots 11 and 12, Block 103, East King Tract, East of Tarragona Street, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 8: Lots 20, 21 and 22, Block 59, West King Tract, Section 28, Township 2 South, Range 30 West, according to map of the City of Pensacola, Escambia County, Florida, Copyrighted by Thomas C.

Watson in 1906.

Parcel No. 9: Lots 22 and 23, of Block 32, of the East King Tract, East of Tarragona Street, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 10: The East 50 feet of Lots 1 and 2, and the West one-half of Lot 25, and all of Lot 26, in Block 32 of the East King Tract, East of Tarragona Street, in the City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 11: The North 5 1/2 feet of Lot 5, all of Lot 6, and the South 16 feet of Lot 7, in Block 37, West King Tract, according to map of the City of Pensacola, Escambia County, Florida, Copyrighted by Thomas C. Watson in 1906.

Parcel No. 12: Lots 1 and 2 and the East 20 feet of the South 10 feet of Lot 3, Block 24, East King Tract, East of Tarragona Street, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 13: Lots 5, 6, 15 and 16, in Block 369, of the New City Tract, Lee and Harding Plan, in the City of Pensacola, the said Block being shown on the map of the City of Pensacola, Copyrighted by Thomas C. Watson in 1906.

Parcel No. 14: Lots 5 and 6, Block 113, East King Tract, East of Tarragona Street, according to the map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 15: Lots 19, 20, 21 and 22, and the South 122' of Lots 23 and 24, Block 134, West King Tract, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 16: Lots 16, 17 and 18, Block 134, West King Tract, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 17: Lots 13, 14 and 15, Block 134, West King Tract, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 18: Lots 9 and 10, Block 37, East King Tract, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 19: Lot 4, Block 1, East King Tract, City of Pensacola, Escambia County, Florida, according to map of the City of Pensacola Copyrighted by Thomas C. Watson in 1906, Less the South 20 feet of said Lot 4.

Parcel No. 20: Lot 24 and the East 28 feet of Lot 25, Block 86, East King Tract, Belmont Numbering, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel No. 21: The East 95 feet of Lots 14 and 15, Block 86, East King Tract, Belmont Tract Numbering, according to map of the City of Pensacola Copyrighted by Thomas C. Watson in 1906.

Parcel No. 22: Lots 18 and 19, Block 119, West King Tract, City of Pensacola, Escambia County, Florida, according to map of said City Copyrighted by Thomas C. Watson in 1906.

Parcel Identification Number: **000S00-9020-022-032**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2009.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

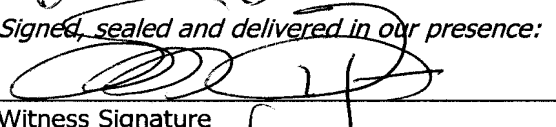
Northwestern Partners, Ltd., a Florida limited partnership


By: James J. Reeves, as its Operating General Partner


By: Northwestern Partners, Inc., a Florida corporation, as its Operating General Partner


By: James J. Reeves, as its President

Signed, sealed and delivered in our presence:


Witness Signature

Print Name: Stephanie M. Ingram


Witness Signature

Print Name: Edith Garcia

State of **Florida**

County of **Escambia**

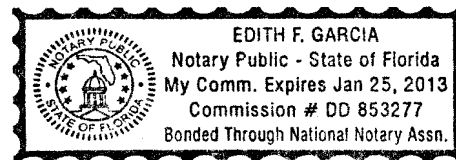
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **September 15, 2010**, by **James J. Reeves, individually, and by James J. Reeves, as President of Northwestern Partners, Inc., as Operating General Partners of and on behalf of Northwestern Partners, Ltd., a Florida limited partnership**, existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid driver's license as identification.



Notary Public

(Printed Name)

My Commission expires: _____



{Notarial Seal}



Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com



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2020

REAL ESTATE

TAXES



SCAN TO PAY ONLINE

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
13-3930-100	16		0005009020005113

AMR AT PENSACOLA INC
730 BAYFRONT PKWY STE 4B
PENSACOLA, FL 32502

PROPERTY ADDRESS:
2308 DR MARTIN LUTHER KING JR

EXEMPTIONS:
FRATERNAL AND OTHER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	36,855	36,855	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.0990	36,855	36,855	0	0.00
BY STATE LAW	3.8290	36,855	36,855	0	0.00
PENSACOLA	4.2895	36,855	36,855	0	0.00
WATER MANAGEMENT	0.0311	36,855	36,855	0	0.00
M.S.T.U. LIBRARY	0.3590	36,855	36,855	0	0.00

TOTAL MILLAGE 17.2241

AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
LTS 5 & 6 BLK 113 EAST KING TRACT OR 6636 P 1732 CA 63	SW STORMWATER(CITY OF PENSACOLA)		67.18
NON-AD VALOREM ASSESSMENTS			\$67.18

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$67.18

If Paid By Please Pay	Nov 30, 2020 \$0.00				
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RETAIN FOR YOUR RECORDS

2020 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY Nov 30, 2020
0.00

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
13-3930-100
PROPERTY ADDRESS
2308 DR MARTIN LUTHER KING JR

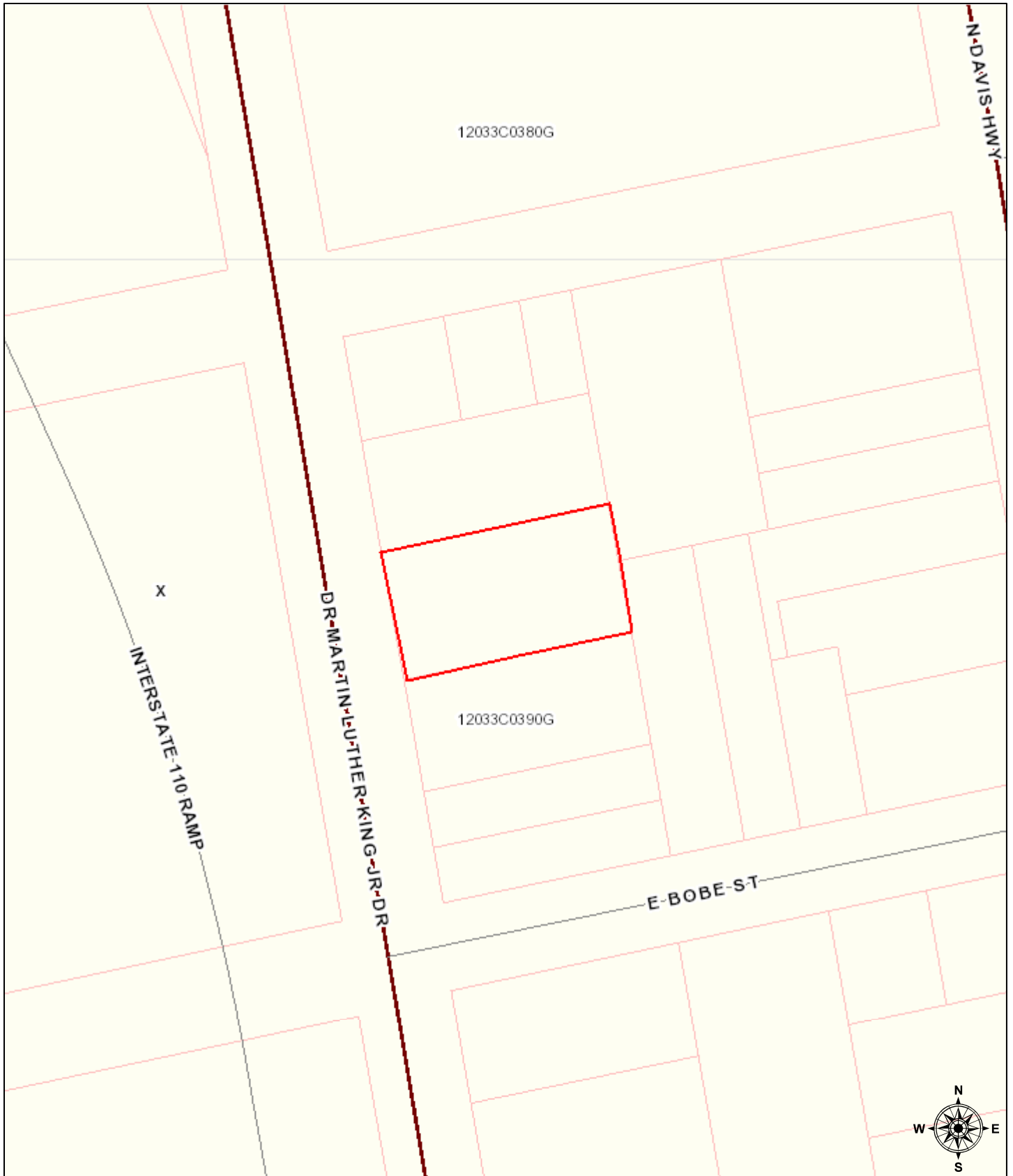
AMR AT PENSACOLA INC
730 BAYFRONT PKWY STE 4B
PENSACOLA, FL 32502

Paid 12/01/2020 Receipt # 107-20-00351496 \$64.49

Effective Date 11/30/2020 Paid By

AMR AT PENSACOLA INC

FLOOD MAP



January 18, 2021

polygonLayer

Override 1

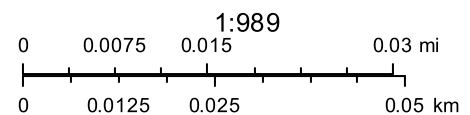
Streets

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

— LOCAL ROAD

□ Parcels

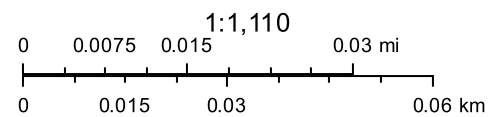


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

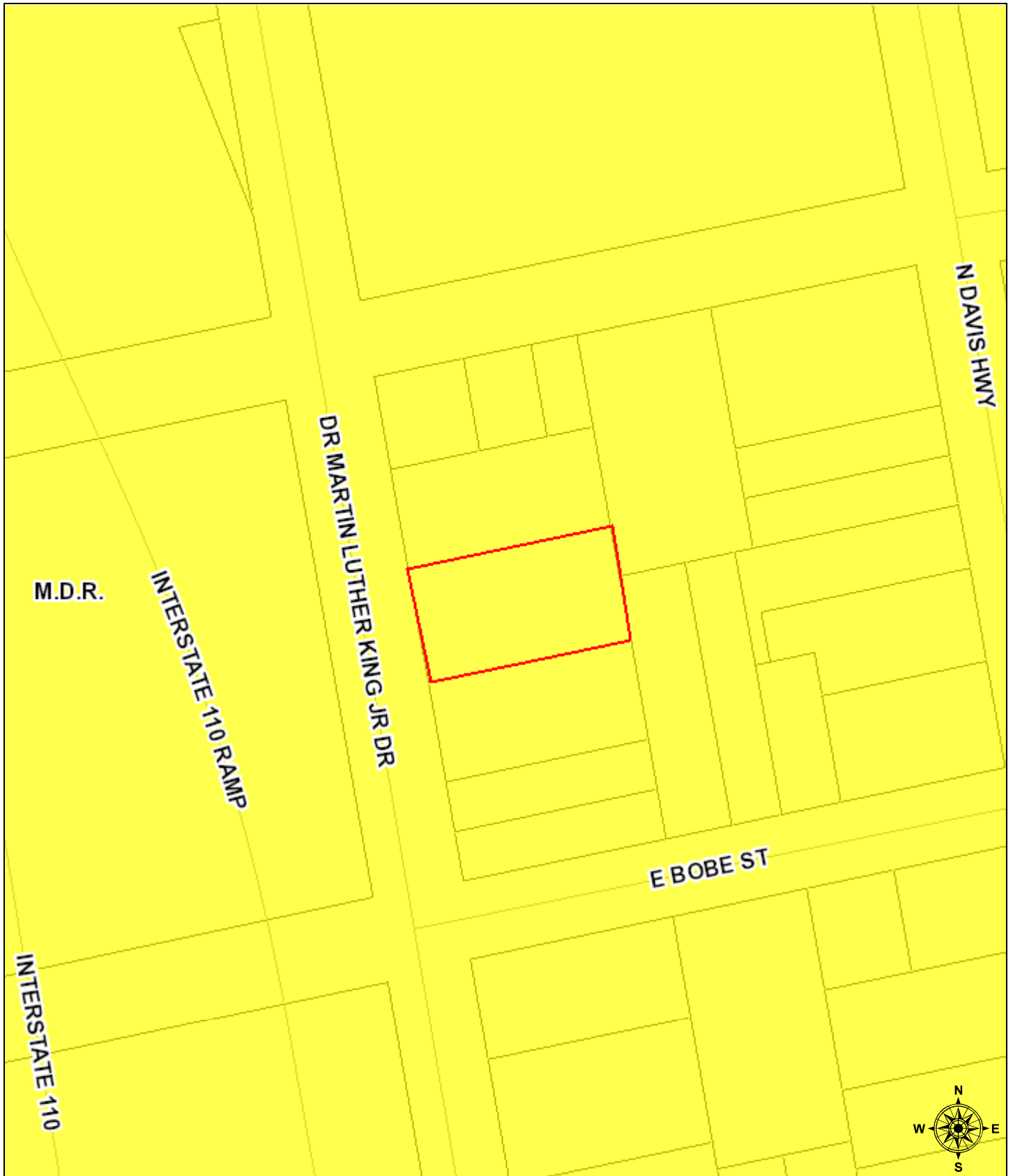
ZONING



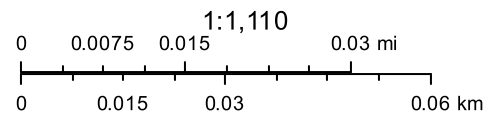
January 18, 2021



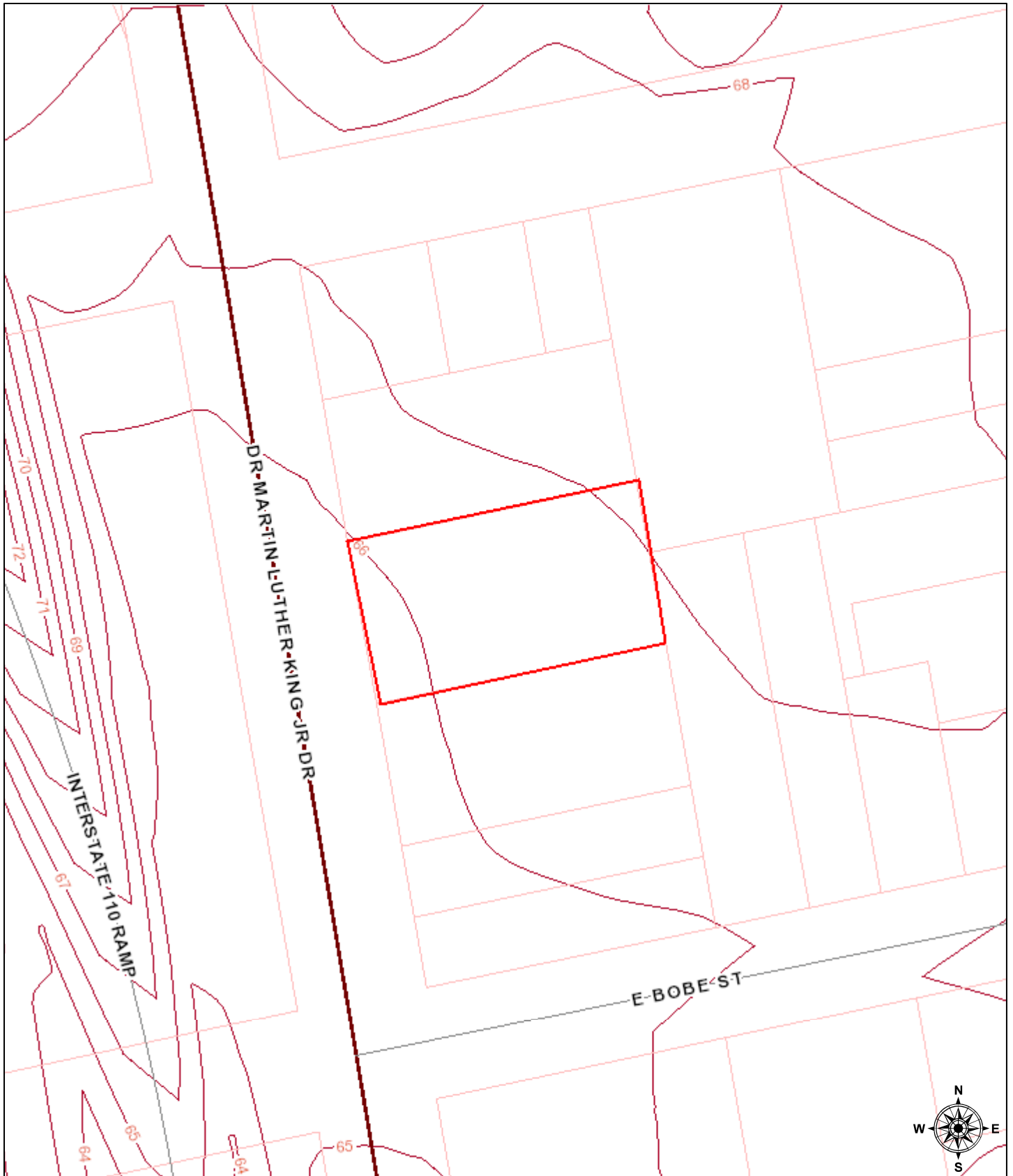
FUTURE LAND USE



January 18, 2021



CONTOURS



January 18, 2021

polygonLayer

Override 1

Streets

— PRINCIPAL ARTERIAL

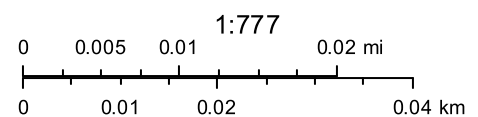
— MINOR ARTERIAL

— LOCAL ROAD

□ Parcels

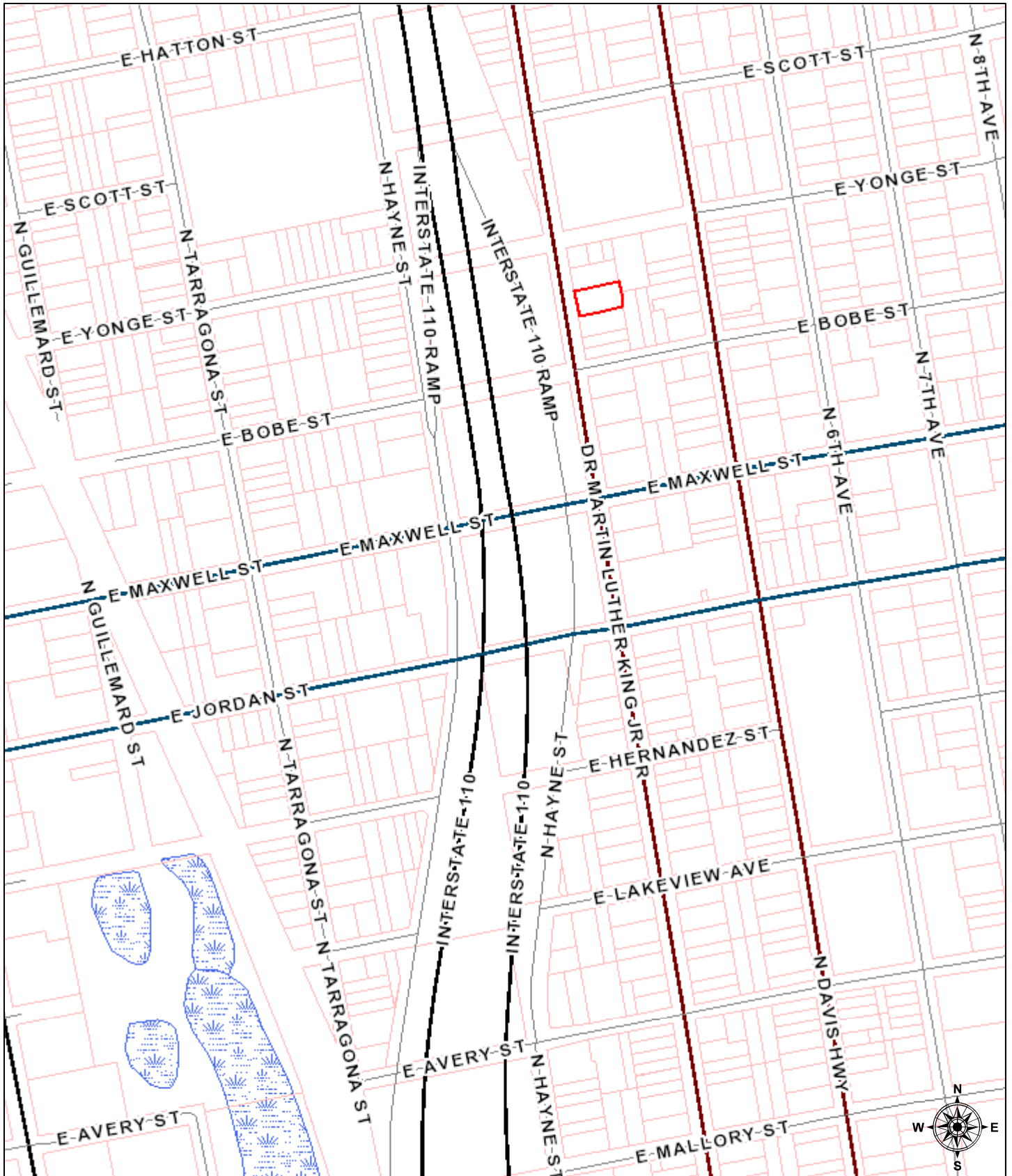
— Contours - Elevation

□ County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

WETLANDS



January 18, 2021

polygonLayer

Override 1

Streets

— PRINCIPAL ARTERIAL

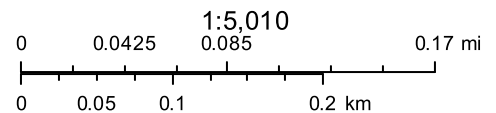
— MINOR ARTERIAL

— LOCAL ROAD

□ Parcels

▨ Wetlands

□ County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

COMPARABLE RENTAL DATA

RENTAL
Agent Full - For Agents Only. Do Not Distribute to Clients.

MLS # 574316 **Prop Type:** RA **List Price:** \$1,000
Status: Rented **Last Change:** 6/30/2020 **List Date:** 5/30/2019
Address: 1006 W CHASE ST A **Approx Main Sqft** 900
PENSACOLA FL 32502 **Approx Detached Sqft**
Total Living Sqft 900
Bedrooms: 2
Full Baths: 1
Half Baths: 1
Year Built: 1938 **Elem:** GLOBAL LEA
Middle: WORKMAN **High:** PENSACOLA
Client Hit Count: 3
Dir: From Garden Street turn onto North D Street. Then turn left onto West Chase Street. Home is the second on the right. Unit A is the apartment on the left.



Legal: E1/2 OF LT 17 ALL LT 18 AND W 4 53/100 FT OF LT 19 BLK 19 MAXENT TRACT OR 5695 P 1472 OR 7998 P 635 CA 104

Virtual Tour:
Media:
Agent Hit Count 17
Client Hit Count 3
Property Description

2 bed 1 bath apartment. All utilities and lawn service included. Convenient to downtown Pensacola, shopping, and more. No Smoking and No Pets. ALL INFORMATION BELIEVED TO BE CORRECT, BUT NOT TO BE RELIED UPON. BUYER TO SATISFY HIM/HERSELF TO SQUARE FOOTAGE, ROOM SIZES, ACREAGE, ZONING, SCHOOL ZONES AND ALL OTHER MATERIAL FACTS.

Rental Instructions Application in office call agent. \$45.00 application fee.

Agent Notes Key in office.

LOT LOCATION	CENTRAL ACCESS	WATERFRONT	NONE	Utility	Paid By	Utility	Paid By
PARKING	DRIVE ONLY	WATER FEATURE	NONE	ELECTRIC	OWNER		
		Water Frontage		GARBAGE	OWNER		
				WATER	OWNER		
				/SEWER	OWNER		
				LAWN			

ROOM TYPE	LVL	DIMENSIONS	DESIGN	1 STORY, 3-PLEX	SIDING	WOOD
Bath: Master	1	00x00	ROOF	COMPOSITE SHINGLE	FLOORS	HARDWOOD
Kitchen	1	00x00	WATER/SEWER	PUBLIC SEWER, PUBLIC WATER	POOL	NONE
Living Room	1	00x00	HEATING	WALL/WINDOW UNIT	WATER HEATER	ELECTRIC
			ELECTRICAL	FUSES	COOLING	WINDOW/WALL
			EXTERIOR	PORCH	Rental Factors:	
			INTERIOR	HIGH CEILINGS		
			KITCHEN FEATURES	ELECTRIC STOVE, REFRIGERATOR		
			DINING TYPE	BREAKFAST BAR, EAT-IN KITCHEN		
			MISC EQUIPMENT	SMOKE DETECTOR		

SPECIAL USE ROOMS/AREAS NONE

Date Available	6/23/2020	Assignment of Interest		Occupancy Status	VACANT (PREVIOUSLY OCCUPIED)
Sec Deposit	1,000	Furnished		Contingency Reason	
TERM	12 MONTHS	Pets Considered	No	Application Fee	45
Immediate Occupancy	Yes	Pet Fee			
Credit Check	Yes				

LstOff: SANTA ROSA REALTY OF NW FL. - OFC: 850-623-0077 **Ro-Comp:** \$50 **List Type:** EXCLUSIVE RIGHT TO LEASE **LtdServ:** N
LstAgt: JOY BROWN - CELL: 850-232-9911 **Contact Name:** Santa Rosa Realty Betty Brown
LstAgt Email: SRNWFL@bellsouth.net **Contact Phone:** 850-623-0077 **Alt Ph:**
Co-Off: **SHOWING:** CALL AGENT, LOCKBOX COMBO, VACANT
Co-Agt:

Lease Price: \$1,000 **DOM/CDOM:** 7 / 7 **Lease Terms:** 1YR
Lease Date: 6/30/2020
Contract Date: 6/30/2020 **Contingency Reason:**
SellingOff: SANTA ROSA REALTY OF NW FL. - OFC: 850-623-0077 **SellAgt:** JOY BROWN - CELL: 850-232-9911
CoSellOff: **CoSellAgt:**

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Prepared by: CHARLES SHERRILL

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RENTAL

Agent Full - For Agents Only. Do Not Distribute to Clients.

MLS # 581101 **Prop Type:** RA **List Price:** \$1,025
Status: Rented **Last Change:** 12/14/202 **List Date:** 11/16/2020
Address: 910 N DEVILLIERS ST A **Approx Main Sqft** 870
PENSACOLA FL 32501 **Approx Detached Sqft**
County: ESCAMBIA **Total Living Sqft** 870
Subdivision: BELMONT TRACT **# Bedrooms:** 2
Project Name: N/A **# Full Baths** 1
Parcel # 000S009010004040 **# Half Baths**
Year Built: 1991 **Elem:** GLOBAL LEA
Client Hit Count: 17 **Middle:** WORKMAN **High:** PENSACOLA
Dir: NORTH ON DE VILLIERS FROM CERVANTES. PROPERTY IS ON THE RIGHT HAND SIDE JUST PAST STRONG ST.

**Legal:** LT 4 & S 20 FT OF LT 5 BLK 40 BELMONT TRACT OR 6636 P 1732 CA 94**Virtual Tour:****Media:****Agent Hit Count** 28**Client Hit Count** 17**Property Description**

COMPLETELY REMODELED DOWNTOWN DUPLEX! 3 BED/ 1 BATH; NEW LUXURY VINYL PLANK FLOORING THROUGHOUT; FRESH PAINT; FULLY REMODELED KITCHEN AND BATH; STAINLESS STEEL GAS STOVE, MICROWAVE, REFRIGERATOR & DISHWASHER; SPACIOUS BEDROOMS; WASHER/DRYER HOOK-UPS. PERFECT DOWNTOWN LOCATION!

Rental Instructions APPLICATION FEE \$40 PER ADULT/ \$60 MARRIED COUPLE. APPLICANT MUST MAKE AT LEAST 3X AMOUNT OF RENT IN VERIFIABLE MONTHLY INCOME TO QUALIFY. APPLY IN PERSON OR ONLINE AT WWW.GCPMCO.COM. MUST HAVE DRIVERS LICENSE AND PROOF OF INCOME (LAST TWO PAY STUBS OR BANK STATEMENTS). ADDITIONAL DOCUMENTATION MAY BE REQUIRED.

Agent Notes VACANT - COMBO LOCKBOX - CODE 4444

LOT LOCATION	INTERIOR	Water Frontage	Utility	Paid By	Utility	Paid By
PARKING	DRIVE ONLY		ALL UTILITIES	TENANT		

ROOM TYPE	LVL	DIMENSIONS	DESIGN	1 STORY	SIDING	VINYL
Living Room	1	0	ROOF	COMPOSITE SHINGLE	FLOORS	LUXURY VINYL TILES
Kitchen	1	0	WATER/SEWER	PUBLIC SEWER, PUBLIC WATER	WATER HEATER	GAS
Bedrm: Master	1	0	HEATING	CENTRAL GAS	COOLING	CENTRAL ELECTRIC
			ELECTRICAL	CIRCUIT BREAKER		
			EXTERIOR	PORCH		
			INTERIOR	ALL BLINDS, BASEBOARDS, CABLE AVAILABLE, CEILING FANS		
				, LAUNDRY INSIDE, W/D HOOKUPS		
			KITCHEN FEATURES	BUILT-IN MICROWAVE, DISHWASHER, GAS STOVE		
				/OVEN, PANTRY, REFRIGERATOR		
			DINING TYPE	LIVING/DINING COMBO		
			MISC EQUIPMENT	SMOKE DETECTOR		
			ENERGY	CEILING FANS		

Rental Factors:**SPECIAL USE ROOMS/AREAS** NONE

Date Available	11/16/2020	Assignment of Interest		Occupancy Status	VACANT (PREVIOUSLY OCCUPIED)
Sec Deposit	1,200	Furnished	No	Contingency Reason	
TERM	12 MONTHS	Pets Considered	No	Application Fee	40
Immediate Occupancy	Yes	Pet Fee			
Credit Check	Yes				

LstOff: GULF COAST PROPERTY MGT CO, INC - OFC: 850-465-0083	Ro-Comp: 10%	List Type: EXCLUSIVE BROKERAGE LISTING	LtdServ: N
LstAgt: DON HUNTLEY - CELL: 850-465-0083		Contact Name: DON HUNTLEY	
LstAgt Email: donhuntley@GCPMCO.COM		Contact Phone: 850-465-0083	Alt Ph:
Co-Off:		SHOWING: LOCKBOX COMBO, SEE AGENT NOTES, VACANT	
Co-Agt:			

Lease Price: \$1,025	DOM/CDOM: 40 / 40	Lease Terms:
Lease Date: 12/14/2020		
Contract Date: 12/26/2020	Contingency Reason:	
SellingOff: GULF COAST PROPERTY MGT CO, INC - OFC: 850-465-0083	SellAgt: DON HUNTLEY - CELL: 850-465-0083	
CoSellOff:	CoSellAgt:	

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RENTAL
Agent Full - For Agents Only. Do Not Distribute to Clients.
MLS # 568915

Prop Type: RD

List Price: \$1,000

Status: Rented

Last Change: 3/20/2020

List Date: 3/6/2020

Address: 1000 W INTENDENCIA ST

Approx Main Sqft 848

PENSACOLA FL 32502

Approx Detached Sqft
Total Living Sqft 848

County: ESCAMBIA

Bedrooms: 2

Subdivision: MAXENT TRACT

Full Baths 1

Project Name: NONE

Half Baths 0

Parcel # 000S009080022091

Year Built: 1970

Elem: GLOBAL LEA

Client Hit Count: 3

Middle: WORKMAN

High: PENSACOLA

Dir: Garden St - south on C Street - right on Intendencia St -house on corner

Legal: MAXENT TRACT

Virtual Tour:
Media:
Agent Hit Count 14

Client Hit Count 3

Property Description

Convenient to downtown Pensacola & bases! Living room open to kitchen/dining area & has laminate flooring. Inside laundry with washer & dryer (as is - no warranty). Gas heat & hot water. Ceiling fans in both bedrooms. Privacy fenced backyard with open patio. Small dog considered with owner approval - no cats. No smokers.

Rental Instructions Interested applicants may apply online at our website, www.pensacolarentals.com, by opening the actual listing of the property of interest and clicking on the "Apply Online" icon located above the photo. Increased security deposit may be required for roommates

Agent Notes Call office to arrange showing

LOT LOCATION CORNER	WATERFRONT NONE	Utility	Paid By	Utility	Paid By
PARKING DRIVE ONLY	WATER FEATURE NONE	ALL	TENANT		
	Water Frontage	UTILITIES			

ROOM TYPE	LVL	DIMENSIONS	DESIGN 1 STORY	SIDING VINYL
Dining/Living	1	0x0	ROOF COMPOSITE SHINGLE	FLOORS TILE, W/W CARPET, WOOD
Kitchen	1	0x0	WATER/SEWER PUBLIC SEWER, PUBLIC WATER	LAMINATE
Bedrm: Addtnl	1	0x0	HEATING CENTRAL GAS	POOL NONE
			ELECTRICAL CIRCUIT BREAKER	WATER HEATER GAS
			EXTERIOR BACKYARD FENCE, OPEN PATIO, PRIVACY FENCE	Rental Factors:
			INTERIOR BASEBOARDS, CABLE AVAILABLE, CEILING FANS, LAUNDRY	
			INSIDE, SOME BLINDS, W/D HOOKUPS	
			KITCHEN FEATURES ELECTRIC STOVE, REFRIGERATOR, SELF CLEAN	
			OVEN	
			DINING TYPE LIVING/DINING COMBO	
			MISC EQUIPMENT SMOKE DETECTOR	
			ENERGY CEILING FANS	

SPECIAL USE ROOMS/AREAS NONE

Date Available	3/25/2020	Assignment of Interest	Occupancy Status OCCUPIED
Sec Deposit	1,000	Furnished No	Contingency Reason
TERM	12 MONTHS	Pets Considered Yes	Application Fee 50
Immediate Occupancy	Yes	Pet Fee 300	
Credit Check	Yes	PET OPTIONS UPON APPROVAL, DOGS ONLY	

LstOff: OLD SOUTH RENTAL OFFICE - OFC: 850-478-8845

Ro-Comp: 10.0%

List Type: EXCLUSIVE RIGHT OF SALE

LtdServ: N

LstAgt: BEVERLY SULLIVAN - DIRCT: 850-478-8845

Contact Name: Tenant Turner

LstAgt Email: leads+1900@tenantturnermail.com

Contact Phone: 850-347-6113

Alt Ph:
Co-Off:
SHOWING: SEE AGENT NOTES

Co-Agt:
Lease Price: \$1,000

DOM/CDOM: 14 / 14

Lease Terms: 1YR

Lease Date: 3/20/2020

Contingency Reason:
Contract Date: 3/20/2020

SellingOff: OLD SOUTH RENTAL OFFICE - OFC: 850-478-8845

SellAgt: BEVERLY SULLIVAN - DIRCT: 850-478-8845

CoSellOff:
CoSellAgt:

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RENTAL**Agent Full - For Agents Only. Do Not Distribute to Clients.****MLS #** 565492**Prop Type:** RD**List Price:** \$1,200**Status:** Rented**Last Change:** 2/3/2020**List Date:** 1/3/2020**Address:** 1007 E BOBE**Approx Main Sqft** 900

PENSACOLA

FL 32503

Approx Detached Sqft**Total Living Sqft** 900**County:** ESCAMBIA**# Bedrooms:** 2**Subdivision:** NONE**# Full Baths** 1**Project Name:** NONE**# Half Baths****Parcel #** 000000000000**Year Built:** 1955**Elem:** OJ SEMMES**Client Hit Count:** 6**Middle:** WORKMAN**High:** WASHINGTON**Dir:** Between 10th and 11th on Bobe St, South side**Legal:** 0000000000000000**Virtual Tour:****Media:****Agent Hit Count** 20**Client Hit Count** 6**Property Description**

Nice East Hill Cottage. Fence yard indoor laundry carport updated bath SS appliances wood ceilings great insulation. Landlord will hold property for 3 weeks with minimum \$1200 security deposit.

Rental Instructions call agent**Agent Notes** call agent**Water Frontage****Utility**ALL
UTILITIES**Paid By**

TENANT

Utility**Paid By****ROOM TYPE** LVL **DIMENSIONS** **DESIGN** 1 STORY

Living Room 1 20x12

Bedrm: Master 1 12x12

Bedrm: Addtnl 1 10x10

ROOF COMPOSITE SHINGLE**ELECTRICAL** CIRCUIT BREAKER**COOLING** CENTRAL ELECTRIC**Rental Factors:****SPECIAL USE ROOMS/AREAS** NONE**Date Available** 1/7/2020**Sec Deposit** 1,300**Immediate Occupancy****Credit Check****Assignment of Interest****Furnished****Pets Considered****Pet Fee**

Yes

500

Occupancy Status VACANT (PREVIOUSLY

OCCUPIED)

Contingency Reason**Application Fee** 0**LstOff:** HOARD PROPERTIES, LLC - OFC: 850-380-5858**LstAg:** CHRISTOPHER SCHWEHM - CELL: 850-221-8581**LstAg Email:** cgschwehm@gmail.com**Co-Off:****Co-Agt:****Ro-Comp:** 10% fmr**List Type:** EXCLUSIVE RIGHT TO LEASE**LtdServ:** N**Contact Name:** Chris Schwehm 850 221 8581**Contact Phone:** 850 221 8581**Alt Ph:****SHOWING:** CALL AGENT**Lease Price:** \$1,200**DOM/CDOM:** 43 / 43**Lease Terms:** 1YR**Lease Date:** 2/3/2020**Contract Date:** 2/15/2020**Contingency Reason:****SellingOff:** HOARD PROPERTIES, LLC - OFC: 850-380-5858**SellAg:** CHRISTOPHER SCHWEHM - CELL: 850-221-8581**CoSellOff:****CoSellAg:**

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COMPARABLE LOCATION MAP - RENTAL



COMPARABLE BUILDING SALES DATA

MULTIFAMILY

Agent Full - For Agents Only. Do Not Distribute to Clients.

MLS # 562665

Prop Type: DUPLEX

List Price: \$140,000

Status: Sold

Last Change: 10/23/2019

List Date: 9/14/2019

Project Name: N/A

Year Built: 1954

Address: 1133 E ANDERSON ST

Lot Size: 40 x 137

PENSACOLA FL 32503

Approx Main Sqft 1,152

County: ESCAMBIA

Approx Detached Sqft

Subdivision: NONE

Total Living Sqft 1,152

Parcel # 000S009025003385

Construction Stat:

Elem: OJ SEMMES Middle: WORKMAN High: WASHINGTON

Potential Gross/Year:

Client Hit Count: 1

Est Expense:

Potential Net Inc:

Dir: North on 12th Ave. to East on Anderson St. Between Tunis St and E. Haynes St.



Legal: LT 3 BLK 385 NEW CITY TRACT OR 7939 P 1114 CA 54

Virtual Tour:

Media:

Property Description

This quaint duplex is located just off 12th avenue in one of Pensacola's most desirable districts. Easthill is graced with small shops, various businesses and restaurants. 12th Ave offers a straight shot to downtown Pensacola for shopping and entertainment. This over and under configuration is high and dry with vinyl siding offering extremely low maintenance. Rent is \$650 per unit.

Agent Notes

For Comp Purposes Only

LOT LOCATION	INTERIOR	KITCHEN FEATURES	ELECTRIC STOVE, REFRIGERATOR	WATER/SEWER	PUBLIC SEWER, PUBLIC WATER
DESIGN	2 STORY	Water Frontage		PARKING	DRIVE ONLY
CONSTRUCTION	BLOCK	FLOORS	VINYL, W/W CARPET	MISC EQUIPMENT	SMOKE DETECTOR
ROOF	GABLE	FOUNDATION	SLAB	INTERIOR	CABLE AVAILABLE
SIDING	VINYL				
ROAD MAINTENANCE	COUNTY				
HEATING	WINDOW/WALL UNIT				
WATER HEATER	ELECTRIC				
ELECTRICAL	CIRCUIT BREAKER, COPPER WIRING				

SPECIAL USE ROOMS/AREAS NONE

	# Units	#Rms	#BR	#FB	#PB	Rent	Sqft	Total Units	2	EXISTING LEASE	1 YEAR +
Efficiency								Vacancy Rate		OCCUPANCY	OCC SUB TO LEASE
1 Bedroom								Pets			
2 Bedroom	2	4	0	1	0	\$650	576				
3 Bedroom											

TENANT PAYS:

Contingency Reason

Land Lease

Mtg Amt Offered

Interest Rate

Assignment of Interest No

1st Mort Amount

1st Mtg Mo Pymt

1st Mtg Incl

Seller Terms

FINANCING CASH, CONVENTIONAL

Equity

Sale Factors:

Seller to contribute \$2600 towards Buyers' Closing Costs and Prepays

LstOff: OLD SOUTH PROPERTIES INC - OFC: 850-478-6363

BuyAgt: 2.5%

List Type: EXCLUSIVE RIGHT OF SALE

LtdServ: N

LstAgt: SCOTT PORTER - CELL: 850-232-3728

TrnsBrk: 2.5%

Agency Relationship: TRANSACTION BROKER

Sellers Ph:

LstAgt Email: scott.porter270@gmail.com

NonRep: 2.5%

Sellers: In File

Co-Off: OLD SOUTH PROPERTIES INC - OFC: 850-478-6363

Dual/Var?: Y

TO SHOW: APPOINT ONLY, TEXT LISTING AGENT

Co-Agt: MARK PORTER - CELL: 850-232-3855

Bonus Amt:

Sold Price: \$130,000

DOM/CDOM: 0/0

Buyer Name: Barnes

Closed Date: 10/21/2019

DUC:

Mortgage Type: CONVENTIONAL

Contract Date: 9/14/2019

Contingency Reason:

SellingOff: Coldwell Banker Realty - OFC: 850-736-8050

SellAgt: KIMBERLY FAGAN - CELL: 850-380-8570

CoSellOff:

CoSellAgt:

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MULTIFAMILY
Agent Full - For Agents Only. Do Not Distribute to Clients.

MLS # 573795
Status: Sold
Project Name: N/A
Address: 231 S N ST
 PENSACOLA FL 32502
County: ESCAMBIA
Subdivision: MAXENT TRA
Parcel # 00-0S-00-9080-003-102
Elem: GLOBAL LEA **Middle:** WARRINGTON **High:** PENSACOLA
Client Hit Count: 110
Dir: W Garden St going W turn L on S N St. Past W Romana St. Duplex is at R

Prop Type: DUPLEX
Last Change: 7/28/2020

List Price: \$155,000
List Date: 6/12/2020
Year Built: 1938
Lot Size: 60x120
Approx Main Sqft 1,175
Approx Detached Sqft
Total Living Sqft 1,175
Construction Stat: RESALE
Potential Gross/Year: 20,400
Est Expense:
Potential Net Inc:



Legal: S 15 Ft Of Lts 1 To 4 All Lt 24 And N 15 Ft Of Lt 23 Blk 102 Maxent Tract Or 7821 P 1 Ca 118


Virtual Tour:
Media:
Property Description

Investors alert! Owner financing available! Would you like to live for free? You can live in one unit and have your tenant pay for your mortgage. A stabilized investment opportunity with 9 percent investment return with an upside to increase below market rents to a prevailing market rent. Property has fresh exterior paint, new plumbing, 231 has completely remodeled bath, gas stove and water heater, vinyl flooring. 241 has tile throughout, electric water heater and stove. Effective year 1965! Newly finished development of a single family houses with great curb appeal, Romana Square, across the street, more development coming soon to this area, a new Kiwanis community park with a beautiful playground, basketball, and softball fields two blocks away. It is only minutes away from the heart of thriving downtown Pensacola, Blue Wahoos Stadium, fast growing and developing area, very close to famous tourist attractions, businesses, entertainment, and the proposed new waterfront development, I-10 Interstate, less than 6 miles to NAS, 6+ miles to the airport, 10 miles to amazing Pensacola Beach, 12 miles to University of West Florida. Potential Rent \$1,700/mth for both units. taxes \$923.00/vr. insurance \$989.00/vr This is a great investment opportunity!

Agent Notes

Both units are rented month to month. Both units have identical layout. Showings only for serious buyers and preferably after an executed contract. No lockbox. 2101 Romana St, Unit B is vacant, on PAR lockbox, and can be viewed to see the layout of this property. Please call for any details and info on the budget. Asking price was determined buy Income Approach Evaluation at 9 CAP.

LOT LOCATION	INTERIOR	EXTERIOR	BACKYARD FENCE, CHAIN LINK, PRIVACY	WATER/SEWER	PUBLIC SEWER, PUBLIC WATER
DESIGN	1 STORY		FENCE	PARKING	DRIVE ONLY
CONSTRUCTION	BLOCK		REFRIGERATOR	COOLING	WINDOW/WALL
ROOF	COMPOSITE SHINGLE	KITCHEN FEATURES	NONE	POOL	NONE
SIDING	BLOCK	WATERFRONT		MISC EQUIPMENT	NONE
ROAD MAINTENANCE	CITY	Water Frontage			
HEATING	WALL, WINDOW/WALL UNIT	WATERFRONT FEATURE	NONE		
WATER HEATER	ELECTRIC, GAS	ZONING	RES MULTI		
ELECTRICAL	CIRCUIT BREAKER	FLOORS	TILE, VINYL, SEE REMARKS		
		FOUNDATION	SLAB		

SPECIAL USE ROOMS/AREAS NONE

# Units	2	#Rms	4	#BR	2	#PB		Rent		Sqft	590	Total Units	2	HOME WARRANTY	NONE
Efficiency												Vacancy Rate		EXISTING LEASE	MONTH TO MONTH
1 Bedroom												Pets		OCCUPANCY	AT CLOSING
2 Bedroom															
3 Bedroom															

TENANT PAYS: ELECTRIC, GAS, WATER/SEWER

Contingency Reason

Land Lease
1st Mort Amount
FEES INCLUDE NONE

Mtg Amt Offered
1st Mtg Mo Pymt

Interest Rate
1st Mtg Incl

FINANCING CASH, CONVENTIONAL, OWNER

Assignment of Interest No
Seller Terms
Equity

Sale Factors:

As is sale

LstOff: Coldwell Banker Realty - OFC: 850-432-5300
LstAgt: JANA ALARID - CELL: 850-529-6459
LstAgt Email: jana.alarid@cbrealty.com
Co-Off:
Co-Agt:

BuyAgt: 2.5%
TrnsBrk: 2.5%
NonRep: 2.5%
Dual/Var?: N
Bonus Amt:

List Type: EXCLUSIVE RIGHT OF SALE
Agency Relationship: TRANSACTION BROKER
Sellers: In File
TO SHOW: CALL AGENT, SEE AGENT NOTES

LtdServ: N
Sellers Ph:

Sold Price: \$145,000
Closed Date: 7/27/2020
Contract Date: 7/8/2020
SellingOff: Connell & Company Realty Inc. - OFC: 850-478-4141
CoSellOff:

DOM/CDOM: 26/ 26
DUC:
Contingency Reason:

Buyer Name: Adrian and Debra Russell
Mortgage Type: CASH

SellAgt: JONATHAN CONNELL - CELL: 850-380-2308
CoSellAgt:

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Prepared by: CHARLES SHERRILL

Confidential: Agent Only. Do not Distribute to Client.

02/02/2021 03:39 PM

MULTIFAMILY**Agent Full - For Agents Only. Do Not Distribute to Clients.****BUILDING COMP NO. 3****MLS #** 545565**Prop Type:** DUPLEX**List Price:** \$276,400**Status:** Sold**Last Change:** 4/25/2019**List Date:** 11/26/2018**Project Name:** N/A**Year Built:** 1918**Address:** 706 E BELMONT**Lot Size:** 0.1263

PENSACOLA FL 32501

Approx Main Sqft 1,861**County:** ESCAMBIA**Approx Detached Sqft****Subdivision:** NONE**Total Living Sqft** 1,861**Parcel #** 000S009020020006**Construction Stat:****Elem:** GLOBAL LEA **Middle:** WORKMAN **High:** PENSACOLA**Potential Gross/Year:****Client Hit Count:** 201**Est Expense:****Potential Net Inc:****Dir:** From interstate take cervantes to right turn on 9th. From 9th take right on belmont. Property is about 3 blocks down Belmont on right hand side of the street.**Legal:** W 37 FT OF S 100 FT OF LT 2 AND S 100 FT OF E 18 FT OF LT 3 BLK 6 EAST KING TRACT OR 5964 P 398 CA 68**Virtual Tour:****Media:****Property Description**

If you're looking for over \$1000 in net cash flow each month you've found your property! This money making duplex sits in the heart of Downtown Pensacola - walking distance from all the amenities. It is currently 100% occupied with long term tenants and an excellent rental history before that. Income from both units totals \$2400 total monthly and there is potential to raise these upon lease renew. Yearly taxes are \$1730 and the current insurance premium is about \$1100 yearly. With those numbers, you'll be left with a healthy passive check each month or a nearly free-living situation if you live in one side and rent out the other. Nearby Airbnb rates ring in at \$100+ per night - potentially more during summer and holiday seasons. New kitchen and a nearly completed exterior facelift make this place shine. The charm of the neighborhood is complemented by historic architecture and walkable streets. To the left and right you'll notice newly renovated homes. Through the front doors, you'll find high ceilings and original hardwood flooring. From the steps, this gem is just a short bike ride or walk to the popular downtown lifestyle. If you like the sound of that your tenants will too. Message today for more information.

Agent Notes

Call listing agent, Karlie Trull, at 205-835-1367 for more information/questions! Showing times include: Mon/Wed/Fri between 10-12, Tues/Thurs 5-8, or weekends 6-8pm. Acceptions can be made with proper heads up. Property info taken from escpa.org. Buyer and buyers agent responsible for confirming.

LOT LOCATION HISTORIC DISTRICT, INTERIOR
ROOF HIP, GABLE
HEATING CENTRAL ELECTRIC
ELECTRICAL CIRCUIT BREAKER

Water Frontage**COOLING** 2+ UNITS, WINDOW/WALL**SPECIAL USE ROOMS/AREAS** NONE

	# Units	#Rms	#BR	#FB	#PB	Rent	Sqft	Total Units	2
Efficiency								Vacancy Rate	
1 Bedroom								Pets	Yes
2 Bedroom									
3 Bedroom									

TENANT PAYS:**Contingency Reason**

Land Lease
1st Mort Amount

Mtg Amt Offered
1st Mtg Mo Pymt

Interest Rate
1st Mtg Incl

Assignment of Interest No
Seller Terms
Equity

Sale Factors:

LstOff: KELLER WILLIAMS REALTY GULF COAST - OFC: 850-471-5000
LstAgt: KARLIE M TRULL - CELL: 205-835-1367
LstAgt Email: boenglish@kw.com
Co-Off:
Co-Agt:

BuyAgt: 2.5%
TrnsBrk: 2.5%
NonRep: 2.5%
Dual/Var?: N
Bonus Amt:

List Type: EXCLUSIVE RIGHT OF SALE
Agency Relationship: SINGLE AGENT
Sellers: Arnold, Barrie
TO SHOW: APPOINT ONLY, SEE AGENT NOTES

LtdServ: N
Sellers Ph:

Sold Price: \$239,000
Closed Date: 4/24/2019
Contract Date: 2/23/2019
SellingOff: Inactive - OFC: 850-243-6145
CoSellOff:

DOM/CDOM: 89/ 89
DUC:
Contingency Reason:

Buyer Name: Adam J Steele
Mortgage Type: VA
SellAgt: Outside Agent
CoSellAgt:

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Prepared by: CHARLES SHERRILL**Confidential: Agent Only. Do not Distribute to Client.****02/02/2021 03:39 PM**

COMPARABLE LOCATION MAP - BUILDING SALES



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
2803 East Cervantes Street, Suite C
Pensacola, Florida 32503
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

Eminent Domain and Condemnation
Uniform Standards of Professional Appraisal Practice
Business Practices and Ethics
Analyzing Operating Expenses
Appraising from Blueprints and Specifications
Feasibility, Market Value, and Investment Timing
Analyzing Distressed Real Estate
Hotel/Motel Valuation
Effective Appraisal Report Writing
FHA Homebuyer Protection Plan and The Appraisal Process
Standards of Professional Practice - Part C
Standards of Professional Practice - Part A
Fair Lending and the Appraiser
Appraisal of Retail Properties
Standards of Professional Practice - Part B
Understanding Limited Appraisals and General Reporting Options - General
Accrued Depreciation
Depreciation Analysis
Rates, Ratios, and Reasonableness
Comprehensive Appraisal Workshop
Real Estate Risk Analysis
New Technologies for Real Estate Appraisers

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

USPAP Update
 Florida Appraisal Laws and Regulations
 Appraisal of 2-4 Family and Multi-Family Properties
 Challenging Assignments for Residential Appraiser's
 Foreclosure Basics for Appraiser's
 Florida Appraiser Supervisor/Trainee Rules
 Neighborhood Analysis
 Communicating the Appraisal
 Appraisal Principles
 Sales Comparison Approach
 Income Capitalization Approach
 Cost Approach
 Real Estate, Mortgages, and Law
 Essential Elements of Disclosures and Disclaimers
 Mold, A Growing Concern
 Construction Details – from Concept to Completion

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991
 Past Member, Escambia County Value Adjustment Board (2008 – 2012)
 Member, Pensacola Association of Realtors
 Member, Florida Association of Realtors
 Member, National Association of Realtors
 Member, Truist Local Advisory Board of Directors (formerly Branch Banking and Trust Company)

CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)
 Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient
 Past President and Executive Committee Member, Pensacola Sports Association Board of Directors
 Past Board Member, Pensacola Sports Foundation
 Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors
 Past Board Member and Trustee, Pensacola Historical Society Foundation
 Past Board Member and Executive Committee Member, Pensacola State College Board of Governors
 Past Board Director & Past Executive Committee Member, Pensacola YMCA
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

Aegon Realty Advisors Company	Ford Motor Company
Aetna Realty Advisors	Florida Department of Transportation
Bank of America	Gulf Coast Community Bank
Bank of Boston	Hancock Bank
Bank of Pensacola	Harvesters Federal Credit Union
Bank South N. A.	Holley-Navarre Water
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
BBVA Compass	Liberty Bank
Beach Community Bank	Midway Water Company
Branch Banking & Trust (BB&T)	Metropolitan Life Insurance Company
Canadian Imperial Bank of Commerce	National Bank of Commerce (Alabama)
Catholic Church Diocese	National Asset Management Group
Centennial Bank	Navy Federal Credit Union
CenterState Bank	Pen Air Federal Credit Union
Chase Manhattan Mortgage Corp.	Pensacola Area Chamber of Commerce
Charter Bank	Pensacola Government Credit Union
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	PHH Relocation and Real Estate
City of Pensacola	PNC Bank
Clarity Appraisal Management	Port of Pensacola
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	Presbytery of Florida
Cumberland Bank (Kentucky)	RBC Bank
Dart Appraisal Management Company	Recoll Management Corporation Insurance Co.
Dollar Bank	Regions Bank
Dusco Property Management	Sacred Heart Hospital
Emerald Coast Utilities Authority	Saltmarsh, Cleaveland & Gund
Episcopal Church Diocese	ServisFirst Bank
Equity Valuation Partners	Smart Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Tyndall Federal Credit Union
Federal Deposit Insurance Corporation	United Bank (Alabama)
First Alabama Bank	Valuation Management Group
First American Bank	Vanguard Bank & Trust Company
First City Bank of Fort Walton Beach	Various Estates, Attorney's, Accountants, Insurance
First Coast Community Bank	Companies, Churches, & Property Owners
First National Bank of Commerce (Louisiana)	Wachovia Corporation
First National Bank of Florida	Waterfront Rescue Mission
First National Bank of Georgia	Wells Fargo Bank
First Navy Bank	Whitney National Bank
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-19

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-19 - ACQUISITION OF REAL PROPERTY - 2308 DR. MARTIN LUTHER KING, JR. DRIVE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-19

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Department has determined the need to expand the footprint at Magee Field at 2400 Dr. Martin Luther King Jr. Drive in order to further serve the youth of the Eastside neighborhood. The 2308 Dr. Martin Luther King Jr. Drive parcel is approximately 0.1927 acres and is zoned R-1AA. It is one of two small improved parcels that are adjacent on three sides to Magee Field.

Magee Field contains facilities for football, baseball, and basketball, as well as playground equipment and a covered shelter. A well-utilized park covering 4.2 acres, it was dedicated in 1951 and is named after Dr. A. S. Magee, one of Pensacola's first black physicians. The property underwent extensive renovation in 2006 thru 2007, but was unable to acquire two small improved parcels near the current parking area of the Field - this parcel facing Dr. Martin Luther King, Jr. Drive and the other facing North Davis Highway. The latter is not for sale, per the owner when contacted in November 2020.

The owner of the Dr. Martin Luther King, Jr. Drive parcel was contacted in November 2020 to inquire about purchasing the property and indicated there may be some interest in selling the property. However, the duplex on the property was occupied by tenants at that time. An appraisal was obtained to determine market value. Sherill Appraisal Company completed the survey in late January 2021, and the appraised value of the property was determined as \$205,000.

The owner has confirmed that the lease of the current tenants will soon be expired. Acquisition of

this parcel would enable the park to expand their current location eliminating the need to cross streets and the ability to address any infrastructure issues that may arise. With the limited options available for expansion, the sale price has been determined to be acceptable. An additional \$35,000 is being appropriated to provide funding to make any necessary renovations to the building to provide the ability to expand the services to the community.

PRIOR ACTION:

None

FUNDING:

Budget:	\$110,000	Park Purchases Trust Fund
	50,000	LOST IV - Vickrey Resource Center
	50,000	LOST IV - Theophalis May Resource Center
	40,000	LOST IV - Sanders Beach Park
	<u>\$250,000</u>	
Actual	\$205,000	Purchase Price
	10,000	Closing Costs (Estimated)
	35,000	Renovations (Estimated)
	<u>\$250,000</u>	

FINANCIAL IMPACT:

Section 12-7-6(b)(2) of the City Code requires payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land. The subdivider or owner of a property shall pay unto the City such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the City for the purpose of acquiring parks and developing playgrounds. Currently, the Park Purchases Trust Fund has an unencumbered balance of \$119,059.16. Adoption of the Supplemental Budget Resolution will appropriate \$110,000 of that balance, leaving an unencumbered balance of \$9,059.16. Additionally, funds will be transferred from the Vickrey Resource Center, the Theophalis May Resource Center and Sanders Beach Park within the Local Option Sales Tax Fund to provide the rest of the funding for this purchase. Adoption of the Supplemental Budget Resolution will appropriate \$110,000 from the Park Purchases Trust Fund to provide the funds to acquire this property.

CITY ATTORNEY REVIEW: Yes

3/30/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
 Kerrith Fiddler, Deputy City Administrator - Community Development
 Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-19
- 2) Supplemental Budget Explanation No. 2021-19

PRESENTATION: No

**RESOLUTION
NO. 2021-19**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PARK PURCHASES TRUST FUND

Fund Balance		110,000
--------------	--	---------

To:	Capital Outlay	110,000
-----	----------------	---------

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
APRIL 2021 - SUPPLEMENTAL BUDGET RESOLUTION - ACQUISITION OF REAL PROPERTY - 2308 DR. MARTIN LUTHER KING, JR. DRIVE - RES NO. 2021-19

FUND	AMOUNT	DESCRIPTION
PARK PURCHASES TRUST FUND		
Fund Balance	<u>110,000</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>110,000</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>110,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00317

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore
Grover C. Robinson, IV, Mayor

SUBJECT:

NAMING AND DEDICATION COURT 13 AT ROGER SCOTT TENNIS CENTER IN HONOR OF
BRUCE CATON

RECOMMENDATION:

That City Council approve the Parks and Recreation Board recommendation to name and dedicate Court 13 at Roger Scott Tennis Center in honor of Bruce Caton.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Bruce Caton has twice served as the Director of Roger Scott Tennis Center, with the last stint serving for 12 years. During his tenures, he was the first Director in the center's 52-year history to make the center profitable. Under his guidance, Roger Scott Tennis Center received USTA's Florida Facility of the year in 2007 and 2015 and was named Tennis Industry Facility of the year in 2011.

Bruce was vital in building the center's current clay courts and was always looking for ways to build at least four (4) more courts. Bruce has directed over 150 tournaments, with two of his favorites being the Junior Thanksgiving Tournament and the Pink Ribbon Tennis Tournament. Other accomplishments include:

1985 - Organized and directed the Coca-Cola Junior Invitational which was recognized as the USTA Florida Tournament of the year

2008 - Inducted into the Pensacola Sports Hall of Fame

2013 - USPTA District 1 Professional of the Year

2014 - Nominated as the Big Brothers, Big Sisters Big Brother of the year

With over 50 years as a lover for tennis, Bruce continues to serve the tennis community as an instructor.

The name Bruce Caton is synonymous with the Roger Scott Tennis Center.

PRIOR ACTION:

March 18, 2021 - Parks and Recreation Board approved the recommendation to name Court 13 in honor of Bruce Caton

FUNDING:

N/A

FINANCIAL IMPACT:

Any cost related to this item will be borne by the Parks and Recreation Department and/or through private donation.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 3/18/21 Parks & Recreation Board New Business Item - Tennis Court Naming Form - Bruce Caton
- 2) 3/18/21 Parks & Recreation Board New Business Item Tennis Court Naming Letter - Bruce Caton

PRESENTATION: No

To Whom It May Concern:

If you played tennis while being raised in Pensacola, you knew of the Caton boys. The Bayview courts were the playground as these boys brought home many red clay-stained socks to their Mother!

Bruce Caton continues his love of tennis of over 50 years through today as a beloved instructor of the game. Not only an instructor, but also as the Director of Roger Scott Tennis Center twice in his career, the latter for 12 years. During his tenure, he was the first Director in the centers 52-year history to make RSTC profitable. Also, RSTC received USTA's Florida Facility of the Year 2007 and 2015 and was named Tennis Industry Facility of the year in 2011. Bruce was vital in the building of RSTC's current clay courts and was always looking for ways to build at least 4 more.

On a personal note, Bruce directed over 150 tournaments throughout his career. Two of his favorites being the Junior Thanksgiving Tournament and the Pink Ribbon Tennis Tournament. Other accomplishments include:

- 1985 Organized and directed the Coca-Cola Junior Invitational which was recognized as the USTA Florida Tournament of the Year
- 2008 Inducted into the Pensacola Sports Hall of Fame
- 2013 USPTA District 1 Professional of the Year
- 2014 Nominated as the Big Brothers, Big Sisters Big Brother of the Year

I truly feel that Bruce Caton is more than worthy of having a court named in his honor. The love he has given to the game, and more importantly the love he has for his Roger Scott Tennis Center and players, makes him the most deserving candidate. I also truly believe that Bruce will continue teaching tennis- the sport that he has so much compassion for- until he physically cannot. And after then, I am sure he will continue to be an ambassador for tennis, as well as for the center. To quote his friend Bob Olliff: "Bruce Caton IS Roger Scott Tennis Center".

Respectfully submitted,

Susan Bonsignore

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Susan Bonsignore
(INDIVIDUAL OR REPRESENTATIVE OF GROUP)

ADDRESS: 841 Woodbine Drive. Pensacola FL 32503

DAY PHONE: 850-516-0574 EVENING PHONE: same

E-MAIL: bonsignorebobsus@bellsouth.net

PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: Bruce Caton

PARK DEDICATION WOULD BE LOCATED: Roger Scott Tennis Center, Court 13

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:
see attached

SIGNATURE Susan Bonsignore DATE 2/22/21

PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00318

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

NAMING AND DEDICATING A TENNIS COURT AT ROGER SCOTT TENNIS CENTER IN HONOR OF TERRY KELLEN

RECOMMENDATION:

That City Council approve the Parks and Recreation Board recommendation to name and dedicate a tennis court at Roger Scott Tennis Center in honor of Terry Kellen

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 1976 there was no organized tennis play in the Pensacola area; Terry Kellen sought to create a competitive ladder at Roger Scott Tennis Center. She was the first president of the Scott Women's Tennis Association (SWTA). In 1978, after a meeting at Terry's home, the intercity league was created; this league had teams from Gulf Breeze, Pensacola Racquet Club, Pensacola Athletic Club, Pensacola Country Club, Naval Air Station and Santa Rosa Shores. The league became the Greater Pensacola Ladies Tennis League (GPLTL), with Terry serving as the first president of the GPLTL.

Today there is a very active ladies tennis community in the Pensacola area; the GPGTL manages more than 900 women-members playing weekly matches in nine flights scheduled Monday-Friday at courts in Pensacola, Gulf Breeze, Holly by the Sea, and in Alabama at Gulf Shores and Orange Beach.

Due to Terry Kellen's desire to play fun but competitive tennis, the growth of ladies' tennis in our area has brought and sustained economic growth with team clinics and private lessons for the clubs and the pros since its inception. In her 90's and no longer actively playing the sport she loved and championed, now is the time to honor Terry Kellen with the naming and dedication of a court at Roger Scott Tennis Center.

PRIOR ACTION:

February 18, 2021 - Parks and Recreation Board approved the naming and dedication of a tennis court at Roger Scott in honor of Terry Kellen.

FUNDING:

N/A

FINANCIAL IMPACT:

Any cost related to this item will be borne by the Parks and Recreation Department and/or through private donation.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 2/18/21 Parks & Recreation Board New Business Item - Tennis Court naming letter - Terry Kellen
- 2) 2/18/21 Parks & Recreation Board New Business Item - Tennis Court naming form - Terry Kellen

PRESENTATION: No

Dear Parks and Recreation Board

In care of Mr. Rand Hicks,

I am requesting that a tennis court be named in honor of Terry Kellen at Roger Scott Tennis Center.

Today there is a very active ladies tennis community in the Pensacola area. The GPLTL, Greater Pensacola Ladies Tennis League, manages more than 900 women-members playing weekly matches in nine flights scheduled Mon-Fri at courts in Pensacola, Gulf Breeze, Holley By The Sea, and in Alabama at Gulf Shores and Orange Beach.

But in 1976, there was no organized tennis play and Terry Kellen sought to create a competitive ladder at Roger Scott Tennis. She was the first president of the SWTA, Scott Women's Tennis Association. In 1978 an intercity league was created after a meeting at Terry's home. This league had teams from Gulf Breeze, Pensacola Racquet Club, Pensacola Athletic Club, Pensacola Country Club, Naval Air Station and Santa Rosa Shores. This league became the Greater Pensacola Tennis League. Influenced by various ladies over the years this league experienced growth, a flight system structure, and rules based on Atlanta's ALTA league. Terry was the first president of the GPLTL.

I can't imagine life in Pensacola without ladies tennis. It has brought and sustained economic growth with team clinics and private lessons for the Clubs and the Pros since its inception. Personally, the lifelong friendships that I have made since my first team in 1978 are a personal treasure.

All this because Terry Kellen wanted to play fun but competitive tennis! I think the time has come to recognize Terry by naming a court in her honor at Roger Scott Tennis Center. Presently there are 3 named courts at Scott, all to remember worthy gentleman. She is in her 90's and no longer plays but the time has come for Terry Kellen to have a court named in her honor for all she has contributed to the tennis community.

Thank you for your consideration.

Sincerely,

Becky Siegel

850-516-9890

bssiegel@att.net

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Becky Siegel

(INDIVIDUAL OR REPRESENTATIVE OF GROUP)

ADDRESS: 3475 Brookshire Dr, Pensacola, FL 32504

DAY PHONE: 850-516-9890 EVENING PHONE: same

E-MAIL: bssiegel@att.net

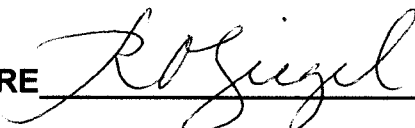
PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: Terry Kellen

PARK DEDICATION WOULD BE LOCATED: Roger Scott Tennis Center

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:
Terry was the driving force behind creation of the Greater Pensacola Ladies Tennis League.
From humble beginnings in 1978 Terry's idea has grown into GPLTL - with a high of 1000
members who have financially impacted all tennis facilities through clinics and lessons.
Terry is in her 90's and no longer plays but still roots for her team!

SIGNATURE



DATE 1-28-21

PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00319

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Ann Hill

SUBJECT:

PLACEMENT OF A BENCH AND DEDICATION OF A TREE WITHIN BARTRAM PARK IN HONOR OF JOHN OLIVER

RECOMMENDATION:

That City Council approve the recommendation of the Parks and Recreation Board with the placement of a bench and dedication of a tree within Bartram Park in honor of John Oliver.

HEARING REQUIRED: No Hearing Required

SUMMARY:

John Alexander Oliver, the fifth of six children, known as the "Oliver Kids," grew up loving Pensacola, the beach, and the fishing piers, spending many days fishing off the pier by the Municipal Auditorium with his siblings.

Later in life John owned an ice company where he would provide free ice after hurricane events. John Oliver died suddenly on October 10, 2020 due to complications from COVID-19. While other siblings have moved from the area, John's brother James still resides in Pensacola.

John's family would like to place a park bench and dedicate a tree in Bartram Park in honor of John. They would like to have a place to go and sit and remember their brother, John.

PRIOR ACTION:

March 18, 2021- Parks and Recreation Board approved the placement of a bench and dedication of a tree within Bartram Park in honor of John Oliver.

FUNDING:

N/A

FINANCIAL IMPACT:

Any cost associated with this item will be borne by the Parks and Recreation Department and/or through private donation.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 2/18/21 Parks & Recreation Board New Business Item - park bench and tree dedication letter
- 2) 2/18/21 Parks & Recreation Board New Business Item - park bench and tree dedication form

PRESENTATION: No

Gloria Oliver Ionta
26 Cottage Lane
Newnan, GA 30265 – 5926
Cell: 404 – 409 – 3334
Email: gloriapat@numail.org

TO: Pensacola Parks & Recreation Dept.
222 West Main Street
Pensacola, FL 32502

Feb 9, 2021

SUBJECT: Park Amenity Dedication

We grew up in Pensacola during the 50's through the 70's. Our Mother left us when we were very young, and we were raised by our Father and Siblings. There were 6 of us and were known as the Oliver Kids. Our Brother John Alexander Oliver was the 5th of six children, and grew up loving Pensacola, the Beach and the Fishing Piers. My brother and I use to fish off of the Pier by the Municipal Auditorium and we also used to go to concerts and events when we were children, with our Father.

My Brother John Oliver died suddenly October 10, 2020 and due to Covid 19, there was no funeral, and he was cremated in Mobile. John's siblings would like to purchase a New Bench if possible or an existing one. If a new one is not available to put a sign on it to remember John and have a place for us to come to when we come visit Pensacola to sit and remember him. My Brother James Oliver still lives in Pensacola. Pensacola will always have a place in our hearts. After this request is approved, we would also like to dedicate a tree in John's name.

Attached is our proposal form. Thank you for your time and consideration.

Sincerely,

Gloria Oliver Ionta
James Oliver
Anabel Oliver Pelham
Ellen Oliver Littlefield

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Gloria Oliver Ionta
(INDIVIDUAL OR REPRESENTATIVE OF GROUP)
ADDRESS: 26 Cottage Lane Newnan, GA 30265

DAY PHONE: 404 409 3334 EVENING PHONE: 404 409 3334

E-MAIL: gloriaPat@numail.org

PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: John A. Oliver

PARK DEDICATION WOULD BE LOCATED: Plaza DeLuna or Bayview Park or Seville Square or Bartram park

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:

John had an ice company & helped supply free ice after hurricanes

SIGNATURE Gloria Ionta DATE 2-9-21

PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 11-21

City Council

4/8/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 11-21 - AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 11-21 on second reading:

AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE PENSACOLA REGULATIONS TO IMPLEMENT CHAPTER 1 OF THE FLORIDA BUILDING CODE; ADOPTING APPENDICES J AND Q OF THE FLORIDA BUILDING CODE, RESIDENTIAL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this ordinance is to adopt a modification of the Administrative Chapter of the Florida Building Code (2020) and adopt two of the appendices from the Florida Building Code, Residential.

The base code for the Florida Building Code is the International Building Code. The administrative provisions for both Codes are contained in Chapter 1 and provide for the administration of permits, inspections, duties of Inspections personnel, plan review, certificates of occupancy, and other various aspects of building code enforcement. The Florida Building Commission, which is charged with modifying the International Code to fit the specific needs of Florida, strips all but the basic administrative provisions out of Chapter 1. This is done to avoid potential conflicts with local ordinances and State statutes for building code administration. Florida Statute 553.73 allows local governments to modify Chapter 1 to restore the International Code's administrative provisions and modify as needed to fit the local jurisdiction. Sections governing property maintenance, building department, duties of the building official, permit exemptions and expirations, appeals, and unsafe structures have been incorporated into the proposed versions of the Chapter 1, Florida Building Code, as shown by the gray highlighted portions of the attachment.

Within the Florida Building Codes are a number of Appendices. These appendices are not a part of

the code unless specifically adopted by the local governing body. Two such appendices are proposed for adoption. Appendix Q of the Florida Building Code is being proposed for adoption and relaxes some code provisions relating to ceiling heights, room sizes, lofts, and ladders for lofts for tiny houses less than 400 square feet. Appendix J, Existing Buildings and Structures, provides for more detailed code provisions governing existing one-and-two family dwellings to allow for more flexibility with existing buildings and structures.

PRIOR ACTION:

March 25, 2021 - City Council voted to approve Proposed Ordinance No. 11-21 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

3/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Jonathan Bilby, Inspection Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 11-21
- 2) Proposed Chapter 1 Florida Building Code, as Adopted by the City of Pensacola

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTIONS 14-2-132 AND 14-2-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE PENSACOLA REGULATIONS TO IMPLEMENT CHAPTER 1 OF THE FLORIDA BUILDING CODE; ADOPTING APPENDICES J AND Q OF THE FLORIDA BUILDING CODE, RESIDENTIAL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 14-2-132 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 14-2-132. - Florida Building Code—Administrative Amendments.

The Florida Building Code permits local governments to adopt amendments that are more stringent than the minimum standards in state statutes and amendments to the administrative provisions of the Florida Building Code that apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4)(a), the following amendments are adopted and applicable within the city limits, with such amendments to be transmitted to the Florida Building Commission within thirty days after enactment:

(1) Administration. Chapter 1 of the Florida Building Code 7th edition (2020) is hereby adopted with revisions promulgated by the building official pursuant to authority provided by Florida law as reflected in a copy of such revisions on file and available to the public in the Inspection Services Department. The building official is further authorized to revise such provisions as may be warranted and authorized by the Florida Building Code.

(2) Adoption of Appendices to the Florida Building Code. Appendix J (Existing Buildings and Structures) and Appendix Q (Tiny Houses) of the Florida Building Code 7th edition (2020) are hereby adopted.

(3) Pool safety. At the time of excavation and during construction of a swimming pool an effective safety barrier as defined in section 424.2.2 of the Florida Building

Code shall be installed and maintained so as to enclose all four sides of the excavation or swimming pool whenever persons constructing the pool are not at the site and the permanent enclosure has not been installed.

SECTION 2. Section 14-2-133 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 14-2-133. - Local government amendments to Florida Building Code – Technical Amendments.

The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. § 553.73(4), the following amendments are adopted and applicable within the city limits:

- (1) Section 1612.4.2 of the Florida Building Code, Building, is amended to provide: Elevation requirements. The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus three feet (914 mm), whichever is higher.
- (2) Section R322.2.1 of the Florida Building Code, Residential, is amended to provide:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus three feet (914 mm), or the design flood elevation, whichever is higher.
2. In areas of shallow flooding (AO zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus three feet (914 mm), or not less than three feet (915 mm) if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation three feet (914 mm), or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of section 322.2.2.

- (3) Section R322.2.2 of the Florida Building Code, Building, is amended to provide:

R322.2.2 Enclosed areas below design flood elevation.

Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).
- (4) Section R322.3.2 of the Florida Building Code, Building, is amended to provide: R322.3.2 Elevation requirements.

1. Buildings and structures erected within coastal high-hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus three feet (914 mm) or the design flood elevation, whichever is higher.
2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of sections R322.3.4 and R322.3.5.

- (5) Section R322.3.4 of the Florida Building Code, Building, is amended to provide: R322.3.4 Walls below design flood elevation.

Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and

2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than ten (470 Pa) and no more than 20 pounds per square foot (958 Pa); or
4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - 4.1. The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.
 - 4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.

(6) Section R322.3.5 of the Florida Building Code, Building, is amended to provide:

R322.3.5 Enclosed areas below the design flood elevation.

Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

CHAPTER 1 OF THE FLORIDA BUILDING CODE, PENSACOLA REGULATIONS

PART 1—SCOPE AND APPLICATION SECTION 101 GENERAL

[A] 101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

[A] 101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one-and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with the *Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

[A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. The following Appendices are adopted for the City of Pensacola:

Florida Building Code Residential
Appendix J, Existing Buildings and Structures
Appendix Q, Tiny Houses

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code,

Building.

[A] 101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

[A] 101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

[A] 101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation

and operation of residential and commercial gas appliances and related accessories.

[A] 101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, *alterations, repairs* and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

[A] 101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration, repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

[A] 101.4.4 Property maintenance. The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures as referenced in Chapter 14 of the City Code of Ordinances.

[A] 101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

[A] 101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

[A] 101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair, alteration*, change of occupancy, *addition* to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

SECTION 102 APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of

palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.

- (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principal residence;
 - 2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound and in occupiable condition for its intended use;
- 2. The occupancy use classification for the building or structure is not changed as a

result of the move;

3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:
 - a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total

cost shall not exceed \$5,000 within any 12-month period.

- c. Building and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

[A] 102.3 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.4 Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

[A] 102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

[A] 102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in

Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

[A] 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building, International Property Maintenance Code* or the *Florida Fire Prevention Code*.

[A] 102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code, Building* or *Florida Building Code, Residential*, as applicable, for new construction or with any current *permit* for such occupancy.

[A] 102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code, International Property Maintenance Code* or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building

Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.

- (3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the *Florida Building Code* except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the *Florida Building Code* relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see the *International Property Maintenance Code*.

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

[A] 104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Applications and *permits*. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair of substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

[A] 104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.4 Inspections. The *building official* shall make all of the required inspections, or

the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

[A] 104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

[A] 104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

[A] 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the

provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

[A] 104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid

research reports from *approved* sources.

[A] 104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code.

Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

SECTION 105 PERMITS

[A] 105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

[A] 105.1.1 Annual facility *permit*. In lieu of an individual *permit* for each *alteration* to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an

annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility *permit* shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate *permit* shall be obtained for each facility and for each construction trade, as applicable. The *permit* application shall contain a general description of the parameters of work intended to be performed during the year.

[A] 105.1.2 Annual Facility *permit* records.

The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.1.3 Food *permit*. In accordance with Section 500.12, *Florida Statutes*, a food *permit* from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating *permit* pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating *permit* is issued. The local enforcing agency shall conduct their review of the building *permit* application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building *permit* application review while awaiting comment from the Department of Health.

[A] 105.2 Work exempt from *permit*.

Exemptions from *permit* requirements of this

code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not located within the City right of way or part of an *accessible route*.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

Exception: Any of the above that are part of an alteration, new building, kitchen or bathroom remodel, or any other project that as a whole needs to have a *permit*.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
9. Shade cloth structures constructed for

nursery or agricultural purposes, not including service systems.

10. Swings and other playground equipment accessory to detached one- and two-family dwellings.
11. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.
12. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations:

The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1

horsepower (0.75 kW) or less.

8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

[A] 105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

[A] 105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a *permit*, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

[A] 105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related

equipment that is under the ownership and control of public service agencies by established right unless connected to a privately owned metering system.

[A] 105.3 Application for *permit*. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building *permit* for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the *permit* and any extension granted to the *permit*.

Effective October 1, 2017, a local enforcement agency shall post each type of building *permit* application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the application may be submitted in person in a nonelectronic format, at the discretion of the *building official*.

[A] 105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements

of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for *permits*, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the

existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building

occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical system meeting the following thresholds are required to be designed by a Florida Registered Engineer; Any electrical system with a value of over \$125,000; and requiring an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;
NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.
6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

[A] 105.3.2 Time limitation of application.

An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building *permit* for any building construction, erection, alteration, modification, repair or addition unless the *permit* either includes on its face or there is attached to the *permit* the following statement: "NOTICE: In addition to the requirements of this *permit*, there may be

additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional *permits* required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building *permit* for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the *permit* application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building *permit*, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building *permit* application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a *permit* under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you

sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for *permit*, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the Public Works Department over the street, alley or public lane.

105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other

ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

105.4.1 *Permit* intent. A *permit* issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a *permit* prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the *permit* is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new *permit* covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new *permit* is not obtained within 180 days from the date the initial *permit* became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new *permit* may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial *permit* became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new *permit*.

105.4.1.3 Work shall be considered to be in active progress when the *permit* has received an approved inspection within 180 days. This provision shall not be applicable in case of civil

commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a *permit* shall be set forth by the administrative authority.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested prior to expiration, in writing, and justifiable cause demonstrated as determined by the *building official*.

105.5.1 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit*, may close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local

enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the *permit* have been satisfied.

105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official*.

105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

[A] 105.6 Denial or revocation. Whenever a *permit* required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the *Florida Building Code*, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the *permit* applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and

sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the *permit* applicant.

105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

[A] 105.7 Placement of *permit*. The building *permit* or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building *permit*, the authority issuing such *permit* shall print on the face of each *permit* card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building *permit* for the demolition or renovation of an existing structure to contain

an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.1 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the *permit* is issued to and another copy for the building *permit* files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before *permit* issuance. Upon approval of the *building official*, the scope of work delineated in the building *permit* application and plan may be started prior to the final approval and issuance of the *permit*, provided any work completed is entirely at risk of the *permit* applicant and the work does not proceed past the first required inspection.

105.13 Phased *permit* approval. After submittal of the appropriate construction documents, the *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such *permit* for the

foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a *permit* is issued in reliance upon an affidavit or whenever the work to be covered by a *permit* involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the *permit*, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

Exception: *Permit* issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

105.15 Opening protection. When any activity requiring a building *permit*, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which

documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building *permit* the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought.
- (b) This subsection does not apply to a building *permit* sought for:
 1. A substantial improvement as defined in s. 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
 2. A change of occupancy as defined in the *Florida Building Code*.
 3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
 4. A historic building as defined in the *Florida Building Code*.
- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
 1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
 2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration,

modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

- (a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, *Florida Statutes*.
- (b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the *National Electrical Code* Standard 70, Current Edition, or a new or existing low-voltage electric fence, and ancillary components or equipment attached to such a system, or fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.
- (c) "Low-voltage electric fence" means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge

upon contact with the fence structure.

- (d) "Wireless alarm system" means a burglar alarm system of smoke detector that is not hardwired.
- (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a *permit* is required by a local enforcement agency. However, a *permit* is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
- (3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further *permit* shall be required for the low-voltage alarm system project other than as provided in this section:
 - (a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.
 - (b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.
 - (c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.
 - (d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.
 - (e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.
- (4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
- (5) A local enforcement agency shall make uniform basic *permit* labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as

indicated in s. 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

- (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
- (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
- (6) A contractor shall post an unused uniform basic *permit* label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
- (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
- (8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), *Florida Statutes*.
- (9) A local enforcement agency may coordinate directly with the owner or

customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

- (10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
- (11) A uniform basic *permit* label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, *Florida Statutes*.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

[A] 106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m²), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

[A] 106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

[A] 106.3 Restrictions on loading. It shall be unlawful to place, or cause or *permit* to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

[A] 107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in electronic format with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

[A] 107.2 Construction documents.

Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents.

Construction documents shall be dimensioned and prepared as electronic media documents and shall be submitted to the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person

responsible for the design.

[A] 107.2.2 Fire protection system shop drawings.

Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

[A] 107.2.3 Means of egress.

The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

[A] 107.2.4 Exterior wall envelope.

Construction documents for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system that was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces.

Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or

irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

[A] 107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where other- wise warranted.

[A] 107.2.6.1 Design flood elevations. Where *design flood elevations* are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a duly authorized representative, as required by the *Florida Building Code*.

[A] 107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

[A] 107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other

pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

[A] 107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

[A] 107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise law- fully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code

and has not been abandoned.

[A] 107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

[A] 107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the *owner's* authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the *owner's* authorized agent shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or *owner's* authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible*

charge shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:
Building:

1. Site requirements:
Parking Fire access
Vehicle loading

- Driving/turning radius
- Fire hydrant/water supply/post indicator valve (PIV)
- Set back/separation (assumed property lines)
- Location of specific tanks, water lines and sewer lines
- Flood hazard areas, flood zones, and design flood elevations
- 2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
- 3. Minimum type of construction shall be determined (see Table 503).
- 4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fireblocking and draftstopping* and calculated fire resistance
- 5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram.
- 6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
- 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
- 8. Structural requirements shall include:
 - Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Impact resistant coverings or systems
 - Structural calculations (if required)
 - Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
 - Wall systems
 - Floor systems
 - Roof systems
 - Threshold inspection plan
 - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:
 - Wood
 - Steel
 - Aluminum
 - Concrete
 - Plastic
 - Glass
 - Masonry
 - Gypsum board and plaster
 - Insulating (mechanical)
 - Roofing
 - Insulation
 - Building envelope portions of the Energy Code (including calculation and mandatory requirements)
- 10. Accessibility requirements shall include the following:
 - Site requirements
 - Accessible route
 - Vertical accessibility
 - Toilet and bathing facilities
 - Drinking fountains
 - Equipment
 - Special occupancy requirements
 - Fair housing requirements
- 11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation (including corresponding portion of the energy code)
 - Sanitation
- 12. Special systems:
 - Elevators
 - Escalators

Lifts

13. Swimming pools:
Barrier requirements
Spas
Wading pools
14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs
Electrical portions of the Energy Code (including calculation and mandatory requirements)
2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy

calculations

2. Exhaust systems: Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress:
Egress window size and location stairs construction requirements
6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
Termite protection
Design loads

Wind requirements

Building envelope

Foundation

Wall systems

Floor systems

Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements:

Show/identify

Accessible bath

8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements

Setback/separation (assumed property lines)

Location of septic tanks (if applicable)

2. Structural

Wind zone

Anchoring

Blocking

3. Plumbing

List potable water source and meter size (if applicable)

4. Mechanical

Exhaust systems

Clothes dryer exhaust

Kitchen equipment exhaust

5. Electrical exterior disconnect location

Exemptions: Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.

2. Reroofs

3. Minor electrical, plumbing and mechanical repairs

4. Annual maintenance *permits*

5. Prototype plans:

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured

buildings/housing.

[A] 107.4 Amended construction documents.

Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

[A] 107.5 Retention of construction documents.

One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468,

Florida Statutes.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue *permits*, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the *Florida Building Code*.

SECTION 108 TEMPORARY STRUCTURES AND USES

[A] 108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

[A] 108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

[A] 108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

[A] 108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

[A] 109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an

amendment to a *permit* be released until the additional fee, if any, has been paid.

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- *Permits*;
- Plans examination;
- Re-inspections;
- Letters of Authorization;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

[A] 109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

[A] 109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be

subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

[A] 109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

[A] 109.6 Refunds. The *building official* is authorized to establish a refund policy. Refunds shall not be granted where work has been performed or an inspection has been done, or in cases of expired permits.

SECTION 110 INSPECTIONS

[A] 110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the owner's authorized agent to cause the work to remain exposed and provided with access for

inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

[A] 110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

[A] 110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any

violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.3. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete

and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC (as indicated on approved energy calculations)
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draftstopping/fireblocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved energy calculations)
- Accessibility
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

2.1 Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Continuous air barrier
- Exterior siding/cladding
- Sheathing fasteners
- Roof/wall dry-in

NOTE: Sheathing fasteners installed and found to be missing the structural

- member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.
4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
 - Exterior wall coverings and veneers
 - Soffit coverings
 5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:
 - Dry-in
 - Insulation
 - Roof coverings (including In Progress as necessary)
 - Insulation on roof deck (according to submitted energy calculation)
 - Flashing
 - 5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official*.
 6. Final inspection. To be made after the building is completed and ready for occupancy.
 - 6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
 7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 - a. Steel reinforcement inspection
 - b. Underground electric inspection
 - c. Underground piping inspection including a pressure test.
 - d. Underground electric inspection under deck area (including the equipotential bonding)
 - b. Underground piping inspection under deck area
 - c. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
 - d. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
 - e. Final pool piping
 - f. Final Electrical inspection
 - g. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.
 8. Demolition inspections. First inspection to be made after all utility connections have been dis- connected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
Final inspection to be made after all demolition work is completed.
 9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross- overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
 10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact- resistant coverings or impact-resistant systems to determine the following:
The system indicated on the plans was installed.
The system is installed in accordance with

the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
Includes plumbing provisions of the energy code and approved energy calculation provisions.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

Includes mechanical provisions of the

energy code and approved energy calculation provisions.

3. Duct damper inspection. To be made prior to wall and ceiling membranes and as a drop test prior to the final inspection.
4. Duct detector inspection. To be made prior to the final inspection to witness the activation of the smoke detector and shut down of the mechanical unit.
5. Grease duct inspection. To be made after all welds are complete on a Type I hood exhaust system and prior to fire resistant wrap being installed. This shall be done by light test or smoke test.
6. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
Includes gas provisions of the energy code and approved energy calculation provisions.
2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the

course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

[A] 110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

[A] 110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

[A] 110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

[A] 110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

[A] 110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are

taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and *approved*.

[A] 110.3.7 Fire and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance-rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

[A] 110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

[A] 110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

[A] 110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation.

If located in a *flood hazard area*, documentation of the elevation of the lowest floor as required in Section 1612.5 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

[A] 110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

[A] 110.5 Inspection requests. It shall be the

duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

[A] 110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building *permit* for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations

are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), *Florida Statutes* may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of *permit* documents.

110.8.4.3 All shoring and reshoring

procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building *permit* for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building *permit* is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building *permit* was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

SECTION 111 CERTIFICATE OF OCCUPANCY

[A] 111.1 Use and occupancy. A building or

structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

[A] 111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

[A] 111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

[A] 111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of *permits* is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112 SERVICE UTILITIES

[A] 112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

[A] 112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

[A] 112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4

in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be a board of appeals as established by Section 14-2-41 of the City Code of Ordinances. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

113.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training as established in Section 14-2-42 of the City Code of Ordinances, to pass on matters pertaining to building construction and are not employees of the jurisdiction.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for

any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

[A] 115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to

issue a stop work order.

[A] 115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

[A] 115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate

the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of Section R322 of the Florida Building Code, Residential. This

section shall not apply to Section 3109 of the
Florida Building Code, Building.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00302

City Council

4/8/2021

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

TIPPIN PARK COMMUNITY RESOURCE CENTER

SUMMARY:

On Friday March 18, 2021, an RFQ was advertised for Architectural Services for this project. With the RFQ going out, a discussion needs to take place regarding the features that are desired within the project, such as, LEED features, solar, pervious surfacing, recycling water, native and draught resistant plants.

This item will give Council an opportunity to discuss such desires.

PRIOR ACTION:

City Council authorized \$1,000,000 towards the Tippin Park Community Center

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00322

City Council

4/8/2021

DISCUSSION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

USE OF THE AMERICAN RESCUE PLAN FUNDING THE CITY WILL RECEIVE

SUMMARY:

As a result of President Biden signing the American Rescue plan, local governments will receive funding. The new law included \$350 billion meant to go directly to states and local governments to make up for shortfalls in tax revenues caused by shutdown in response to the coronavirus pandemic. Local governments in the Pensacola area are set to receive a combined total of around \$125 million from their share of the rescue plan.

The City of Pensacola is scheduled to receive around \$19 million dollars.

This item seeks to discuss the use of the rescue plan funding within the City.

PRIOR ACTION:

Cares Act Funding

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No