



City of Pensacola

City Council

Agenda - Final

Thursday, April 22, 2021, 5:30 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. Citizens may submit an online form at <https://www.cityofpensacola.com/ccinput> BEGINNING AT 3:00 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Jennifer Brahier

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [21-00388](#) APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 8, 2021

Attachments: [Draft: Regular Meeting Dated 4/8/21](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [21-00332](#) CHANGE ORDER #2 SPRING STREET PIPE REHABILITATION PROJECT
- Recommendation:** That City Council approve Change Order #2 to Vortex Lining Systems, LLC in the amount of \$52,609.04 for the Spring Street Pipe Rehabilitation Project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Spring Street Pipe Rehabilitation Change Order #2 Summary](#)
 [Spring Street Pipe Rehabilitation Change Order #1](#)
 [Spring Street Pipe Rehabilitation Project Contract](#)
3. [21-00337](#) PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #4410272940, VERSION-02 FOR MAINTENANCE DREDGING
- Recommendation:** That City Council authorize the Mayor to execute Public Transportation Grant Agreement (PTGA) 441027294, Version-02 (1st amendment to grant agreement), adding \$753,062 in FSTED grant funds to the previously approved and authorized project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Grant Agreement 44102729402](#)

REGULAR AGENDA

4. [21-00260](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - COVINGTON PLACE FIRST ADDITION
- Recommendation:** That City Council conduct a quasi-judicial hearing on April 22, 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](#)

5. [12-21](#) PROPOSED ORDINANCE NO. 12-21 - REGULATIONS FOR BREEDING DOMESTICATED ANIMALS, PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS

Recommendation: That City Council approve Proposed Ordinance No. 12-21 on first reading:

AN ORDINANCE CREATING SECTION 4-2-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING REGULATIONS FOR THE BREEDING OF DOMESTICATED ANIMALS; REQUIREMENTS FOR LICENSURE AND PERMITTING FOR HOBBY BREEDERS; PROVIDING FOR DEFINITIONS; AMENDING SECTION 7-2-9 TO PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Sherri Myers

Attachments: [Proposed Ordinance No. 12-21](#)
[PHOTOS PROVIDED BY SPONSOR](#)

6. [2021-22](#) RESOLUTION NO. 2021-22 - PROVIDING FOR A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS WITHIN THE CITY OF PENSACOLA

Recommendation: That City Council adopt Resolution No. 2021-22:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS ENCAMPED UNDER THE I-110 OVERPASS AND WITHIN THE HOLLICE T. WILLIAMS PARK IN THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE

Sponsors: Ann Hill

Attachments: [Resolution No. 2021-22](#)

7. [2021-20](#) RESOLUTION NO. 2021-20 - COMMITTING TO 30% RENEWABLE ENERGY BY 2030 FOR CITY-OWNED FACILITIES AND OPERATIONS.

Recommendation: That City Council adopt Resolution No. 2021-20:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RECOMMENDING A COMMITMENT BY THE CITY TO MEET A 30% RENEWABLE ENERGY TARGET BY 2030 FOR CITY-OWNED FACILITIES AND OPERATIONS; AND PROVIDING AN EFFECTIVE DATE

Sponsors: Sherri Myers, Ann Hill

Attachments: [Resolution 2021-20 - Renewable energy target \(001\)](#)

8. [2021-17](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-17 - SANITATION - ACQUISITION OF CAPITAL EQUIPMENT REPLACEMENT VEHICLES

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-17.

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. 2021-17](#)
[Supplemental Budget Explanation No. 2021-17](#)

9. [21-00324](#) PENSACOLA INTERNATIONAL AIRPORT - AIRPORT CORONAVIRUS RELIEF GRANT OFFER, GRANT NO. 3-12-0063-047-2021

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Airport Coronavirus Relief Grant Program (ACRGP) 3-12-0063-047-2021 in the amount of \$4,502,199 to help offset declining revenue at the Pensacola International Airport as a result of the COVID-19 Public Health Emergency. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council adopt a Supplemental Budget Resolution to appropriate the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Grant Agreement No. 3-12-0063-047-2021](#)

10. [2021-18](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-18 - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT CORONAVIRUS RELIEF GRANT OFFER, GRANT NO. 3-12-0063-047-2021

Recommendation: That City Council approve Supplemental Budget Resolution No. 2021-18.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2021-18](#)
[Supplemental Budget Explanation No. 2021-18](#)

11. [21-00379](#) COUNCIL SUPPORT FOR CONTINUED SUSPENSION OF THE GARCON POINT BRIDGE TOLL.
- Recommendation:* That City Council authorize the Council President to sign a letter to Governor DeSantis on behalf of the City Council supporting a continued suspension of the Garcon Point Bridge Toll, until such time that the General Daniel “Chappie” James Bridge (Pensacola Bay Bridge or Three-Mile Bridge) repair is complete and once again fully open to traffic.
- Sponsors:* Jared Moore
12. [21-00349](#) DISPOSITION OF REAL PROPERTY REDEVELOPMENT - LOTS 4 AND 5 AT VINCE WHIBBS SR. COMMUNITY MARITIME PARK, 300 BLOCK WEST MAIN STREET
- Recommendation:* That City Council approve publication of the notice of intention to dispose of real property known as Lots 4 and 5 (Parcel Ref. Nos. 000S009400000040 and 000S009400000050) located at Vince Whibbs Sr. Community Maritime Park in the 300 Block of West Main Street via a lease with acceptance of redevelopment proposals during the statutory-required notice period for projects of City-owned parcels located in a designated community redevelopment area (CRA).
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Notice of Intention to Dispose of Real Property](#)

COUNCIL EXECUTIVE’S REPORT

MAYOR’S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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 #: 21-00388

City Council

4/22/2021

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 8, 2021



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

April 8, 2021

5:30 P.M.

Council Chambers

Council President Moore called the meeting to order at 5:32 P.M.

ROLL CALL

Council Members Present: Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins

Council Members Absent: None

Also Present: Mayor Grover C. Robinson, IV

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.

Members of the public may also attend and participate via live stream and/or phone.

To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until 5:30 P.M. only** to indicate they wish to speak during LeRoy Boyd Forum **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.
- Agenda Items, for specific items on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until that agenda item has been voted upon** to indicate they wish to speak to a specific item on the agenda **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. **Any form received after an agenda item has been voted upon will not be considered.**

INVOCATION

Council Member Hill – Moment of Silence in memory of community advocate Dorothy Dubuisson who passed away this week.

PLEDGE OF ALLEGIANCE

Council Member Delarian Wiggins

FIRST LEROY BOYD FORUM

Phyllis Bardin: Expressed her concerns (via cellphone held up to a mic) regarding installation of 5G equipment in the right-of-way in front of her home.

Liz Watkins: Made comments honoring community advocate Dorothy Dubuisson who just passed away. She also addressed Council regarding homelessness within our community.

Gloria Horning: Made comments honoring community advocate Dorothy Dubuisson who just passed away. She also expressed her concern regarding the development of the Community Maritime Park parcels.

Barbara Mayall: Made comments honoring community advocate Dorothy Dubuisson who just passed away. She also made comments urging Council to put God first by putting prayer (invocation) back on the agenda.

The following individuals addressed Council encouraging the City to transition to 100% renewable energy:

Paige Plier
Jaylen McGee

Christian Wagley (also recognized Ms. Dubuisson)

Mayor Robinson and Council Member Myers made follow-up remarks.

The following individuals also made comments honoring Ms. Dubuisson:

Bev Perry
Dan Lindemann

Neil Richards

Michael Kimberl: Also made comments honoring Ms. Dubuisson. He also addressed Council regarding homelessness within our community.

AWARDS

Mayor Robinson presented and read a proclamation honoring community advocate Dorothy Dubuissou to her niece Bessan Watson.

Ms. Watson was provided the opportunity to address Council.

APPROVAL OF MINUTES

1. [21-00341](#) APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 25, 2021

A motion to approve was made by Council Member Jones and seconded by Council Member Brahier.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0	None

APPROVAL OF AGENDA

Council Member Myers requested Item 2, 21-00206 be pulled from the consent agenda and placed on the regular agenda so that she may address Council regarding the issue. City Attorney Woolf pointed out Items 3, 21-00222 and 4, 21-00143 are related to Item 2, 21-00206 and suggest they also be placed on the regular agenda.

A motion to approve the agenda as amended was made by Council Member Brahier and seconded by Council Member Myers.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0	None

CONSENT AGENDA

5. [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.

6. [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.

7. [21-00314](#) APPOINTMENT - PARKS AND RECREATION BOARD

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

A motion to approve consent agenda Items 5, 6, and 7 was made by Council Member Jones and seconded by Council Member Wiggins.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0	None

REGULAR AGENDA**8. [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.

A motion to approve was made by Council Member Jones and seconded by Council Member Hill.

Public input was heard from Anthony Caldwell.

Council Member Myers expressed concern regarding the methodology used to estimate the appraised value and referred to a handout provided at Council's places (on file with background materials). Discussion ensued with Mayor Robinson and Parks and Recreation Director Cooper fielding comments and questions. Mr. Caldwell also responded to questions directed to him.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 6	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 1	Sherri Myers

9. [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.

A motion to adopt was made by Council Member Brahier and seconded by Council Member Wiggins.

REGULAR AGENDA (CONT'D.)

The motion (to adopt Res. No. 2021-19) carried by the following vote:

Yes: 6 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 1 Sherri Myers

10. [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.

A motion to approve was made by Council Member Jones and seconded by Council Member Brahier.

Mayor Robinson and Council President Moore made comments.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

11. [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

A motion to approve was made by Council Member Wiggins and seconded by Council Member Jones.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

REGULAR AGENDA (CONT'D.)

12. [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.

A motion to approve was made by Council Member Hill and seconded by Council Member Brahier.

Council Member Hill inquired of any family members in attendance. Mayor Robinson indicated there was not and made comments.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

13. [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. ([Ordinance No. 09-21](#))

A motion to adopt was made by Council Member Jones and seconded by Council Member Hill.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

REGULAR AGENDA (CONT'D.)

2. [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.

A motion to approve was made by Council Member Jones and seconded by Council Member Myers.

Council Member Myers provided the background of the improvements indicating they have been a long time coming. Mayor Robinson made follow-up remarks.

There being no further discussion, the vote was called.

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

3. [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.

A motion to approve was made by Council Member Jones and seconded by Council Member Brahier.

Mayor Robinson recognized a representative on behalf of ECUA in attendance.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

REGULAR AGENDA (CONT'D.)**4. [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.

A motion to approve was made by Council Member Jones and seconded by Council Member Brahier.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0	None

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

None

COUNCIL COMMUNICATIONS

Council Member Myers made comments recognizing the advocacy of Dorothy Dubuissou and suggested a place of prominence be named after her in City Hall or on the grounds to memorialize her.

CIVIC ANNOUNCEMENTS

None

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:24 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00332

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CHANGE ORDER #2 SPRING STREET PIPE REHABILITATION PROJECT

RECOMMENDATION:

That City Council approve Change Order #2 to Vortex Lining Systems, LLC in the amount of \$52,609.04 for the Spring Street Pipe Rehabilitation Project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola awarded the original contract for the Spring Street Pipe Rehabilitation Project to Vortex Lining Systems, LLC, in the amount of \$231,284.25 plus a 10% contingency in the amount of \$23,128.43 for a total amount of \$254,412.68. Change Order #1 was issued for lining an additional length of pipe and additional lining of manholes due to unforeseen underground conditions. This resulted in an addition to the original contract in the amount of \$23,102.57, which essentially used up the original approved 10% contingency. Subsequently, Change Order #2 was needed to address further unforeseen conditions associated with extreme groundwater infiltration impacting the existing pipe and structures. These unforeseen conditions and required material costs resulted in an additional amount of \$52,609.04 to be added to the revised contract to ensure the long-term success of the project.

PRIOR ACTION:

January 21, 2021 - City Council approved the Award on Contract - Spring Street Pipe Rehabilitation Project.

FUNDING:

Budget:	\$ 296,000.00	Spring Street Pipe Rehabilitation Project
	<u>26,900.00</u>	Stormwater Vault City-Wide
	<u>\$ 322,900.00</u>	
Actual:	\$ 231,284.25	Construction Contract
	23,102.57	Change Order #1

52,609.04	Change Order #2
<u>15,897.82</u>	Engineering Management/Inspection
<u>\$ 322,893.68</u>	

FINANCIAL IMPACT:

The Spring Street Pipe Rehabilitation Project has been appropriated in the Stormwater Capital Projects Fund in the amount of \$296,000. Additional funding in the amount of \$26,900 will be transferred from the Stormwater Capital Projects Fund Stormwater Vaults City-Wide Projects to the Spring Street Pipe Rehabilitation Project on order to complete this project. To date, \$247,182.07 has been expended for completed items related to Construction and to Engineering Management/Inspection for this project.

CITY ATTORNEY REVIEW: Yes

4/9/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Spring Street Pipe Rehabilitation Change Order #2 Summary
- 2) Spring Street Pipe Rehabilitation Change Order #1
- 3) Spring Street Pipe Rehabilitation Project Contract

PRESENTATION: No

	Contract Amount:	\$231,284.25
Contingency: 10.00%	+ Contingency:	23,102.57
	Total:	\$254,386.82

DIFFERENCE	\$	52,585.91
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Contingency: 10%

Within Contingency: Yes

DATE: March 26, 2021

CHANGE ORDER NO.: 1 to Contract between City of Pensacola and Vortex Lining Systems, LLC, dated March 25, 2021.

PROJECT: Spring Street Pipe Rehabilitation Project

OWNER: City of Pensacola

CONTRACTOR: Vortex Lining Systems, LLC

TO THE CONTRACTOR: You are hereby instructed, subject to the provisions of the above named contract, to make the following changes/addition therein:

<u>Description</u>	<u>Amount</u>	<u># Days Extension</u>
Additional Work	\$23,102.57	0

See Exhibit "A" attached hereto and incorporated herein by this reference

Original Contract Time: 000 Calendar Days

Net Increase/Decrease to this Change Order: _____

Contract Time with all Approved Change Orders: _____

Amount of Contract	\$	231,284.25
Additons to Date	\$	-
TOTAL	\$	231,284.25
Deductions to Date	\$	-
TOTAL	\$	231,284.25
Add This Order	\$	23,102.57
Deduct This Order	\$	-
Net Contract to Date	\$	254,386.82

Contractor: Vortex Lining Systems, LLC

By: _____
Member

Printed Member Name

By: _____
Member

Printed Member Name

(Seal)

City of Pensacola:

By: _____
Grover C. Robinson, IV, Mayor

Attest: _____
Ericka L. Burnett, City Clerk

Approved as to Substance:

By: _____
L. Derrik Owens, P.E., D.WRE Director of
Public Works and Facilities/City Engineer

Legal in Form and Valid as Drawn:

By: _____
Susan Woolf, City Attorney

SPRING STREET PIPE REHABILITATION PROJECT
VORTEX LINING SYSTEMS, LLC
CHANGE ORDER #1

Contract Amount: \$231,284.25
Contingency: 9.99% + Contingency: 23,102.57
Total: \$254,386.82

Item #	Description	Addition	Credit to City	Add'l Days	Amount of Contract			Comments
					A. Amount of Contract	+	\$231,284.25	
	Line Additional Concrete Pipe	9,251.37						
	Line Additional Manholes	\$13,851.20						
					B. Deductions to Date	-	\$0.00	
					C. Add this Order	+	\$23,102.57	
					D. Deductions this Order		\$0.00	
	TOTAL	\$23,102.57	\$ -	0.00	NET CONTRACT TO DATE		\$254,386.82	

DIFFERENCE

\$ 23,102.57
9.99%

APPLICATION AND CERTIFICATION FOR PAYMENT

Page 1 of 1

To Owner:
City of Pensacola
Engineering and Construction Services
P. O. Box 12910
Pensacola, FL 32521

Project Manager:

Brad Hinote, PE

Application #:

2

Period:

1/31/21 - 3/31/2021

☒ OWNER

☐ ENGINEER

☐ CONTRACTOR

☐

☐

From Contractor:

VORTEX LINING SYSTEMS, LLC.

18150 IMPERIAL VALLEY DRIVE, HOUSTON TEXAS 77060

Date Submitted:

4-Apr-21

Project Name:

Spring Street Pipe Rehabilitation Project

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$	231,284.25
2. Net change by Change Orders	\$	0
3. CONTRACT SUM TO DATE (Line 1+2)	\$	231,284.25
4. TOTAL COMPLETED & STORED TO DATE	\$	254,389.13
5. RETAINAGE:		
a. 0.01 % of Completed Work	\$	25.44
b. % of Stored Material	\$	
Total Retainage (Line 5a+5b)	\$	25.44
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	254,363.69
7. LESS PREVIOUS PAYMENTS	\$	231,261.12
8. CURRENT PAYMENT DUE (Line 6 less Line 7 Total)	\$	23,102.57

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me by _____ who is

personally known to me/whose identity I proved on the basis of _____

this _____ day of _____ 2020

Notary Public: _____

My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 23,102.57

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PAY REQUEST-SCHEDULE OF VALUES
Project Nam: Spring Street Pipe Rehabilitation Project

Contractor: VORTEX LINING SYSTEMS LLC
18150 IMPERIAL VALLEY DRIVE
HOUSTON TEXAS 77060

Phone:

Fax:

Date Received:

Inspector:
Contract Duration:
Start Date:
Date of Completion:

City of Pensacola
Engineering and Construction Services

Application #: Period:				Contract Amount		Work Completed Previous		Work Completed This Period		Work Completed To Date		% Completed To Date
Item #	Brief Description	Qty	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	Travel and Mobilization - Florida	1	LS	15,000.00	15,000.00	1	15,000.00	0	-	1	15,000.00	100.00%
2	36" Clean And TV Storm Sewer	60	LF	41.40	2,484.00	60	2,484.00	0	-	60	2,484.00	100.00%
3	36" Storm Pipe Rehabilitation - 1"	60	LF	405.00	24,300.00	60	24,300.00	0	-	60	24,300.00	0.00%
4	Post CCTV Inspection	60	LF	9.00	540.00	60	540.00	0	-	60	540.00	100.00%
5	Manhole - Structure Rehab - 1"	207.35	SY	100.00	20,735.00	207.35	20,735.00	0.00	-	207	20,735.00	100.00%
6	infiltration Control - Chemical Grout	93.51	GAL	100.00	9,351.00	93.51	9,351.00	0.00	-	94	9,351.00	100.00%
7	Barricades, Signs, and Traffic Diversion	1	LS	6,500.00	6,500.00	1	6,500.00	0	-	1	6,500.00	100.00%
8	36" Clean And TV Storm Sewer	405	LF	28.00	11,340.00	405	11,340.00	0	-	405	11,340.00	0.00%
9	36" Storm Pipe Rehabilitation - 1"	405	LF	310.00	125,550.00	405	125,550.00	0	-	405	125,550.00	100.00%
10	Manhole - Structure Rehab - 1"	91.11	SY	55.00	5,011.05	91.11	5,011.05	0.00	-	91	5,011.05	100.00%
11	infiltration Control - Chemical Grout	44.50	GAL	100.00	4,450.00	44.50	4,450.00	0.00	-	45	4,450.00	100.00%
12	Barricades, Signs, and Traffic Diversion	1	LS	3,500.00	3,500.00	1	3,500.00	0	-	1	3,500.00	100.00%
13	MOT Plan Set Up	1	LS	2,500.00	2,500.00	1	2,500.00	0	-	1	2,500.00	100.00%
TOTAL BASE BID					\$231,261.05		\$231,261.05		\$0.00		\$231,261.05	
Additional Work Items				Contract Amount		Work Completed Previous		Work Completed This Period		Work Completed To Date		% Completed To Date
Item #	Brief Description	Qty	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	Additional Footage of 54" Pipe Lined	1	EA	7,243.08	7,243.08	0	-	1	7,243.08	1.00	7,243.08	0.00%
2	Line Additional Pipe north of 9th and Colfax (P4)	1	EA	19,742.60	19,742.60	0	-	0	-	0.00	-	0.00%
3	Additional infiltration Control - Chemical Grout	487.26	GAL	100.00	48,726.00	0	-	158.85	15,885.00	158.85	15,885.00	32.60%
TOTAL ADD WORK ITEMS					\$75,711.68		\$0.00		\$23,128.08		\$23,128.08	
TOTAL BASE BID PLUS TOTAL ADD WORK ITEMS					\$306,972.73		\$0.00		\$23,128.08		\$254,389.13	

**CONTRACT BETWEEN CITY OF PENSACOLA AND
VORTEX LINING SYSTEMS, LLC
BASED UPON QUOTE REQUEST**

THIS CONTRACT ("Contract") is made this 25th day of March, 2021, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and VORTEX LINING SYSTEMS, LLC, ("Contractor"), a limited liability company authorized to do business in Florida, located at 18150 IMPERIAL VALLEY DRIVE, HOUSTON TEXAS 77060, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City requested a quote on September 22, 2020, as described in a project manual, scope of work, statement of work, or other document, and any applicable addenda, all such documents collectively referred to as the "Quote Documents" and attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in response to the City's request, the Contractor submitted to the City a proposal dated December 28, 2020, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has accepted the Proposal; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Quote Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship

will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of TWO HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$231,284.25) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☒ Yes ☐ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

VORTEX LINING SYSTEMS, LLC
(Contractor's Name)

By [Signature]
Member

BJ Kerstiens
(Printed Member's Name)

By: [Signature]
Member

Wesley Kingery
(Printed Member's Name)

CITY OF PENSACOLA, FLORIDA

[Signature]

Kerrith Fiddler
OU=Office of the Mayor, O=City of
Pensacola, CN=Kerrith Fiddler,
E=kfiddler@cityofpensacola.com
your signing location here
2021-03-25 14:05:31

for

Mayor, Grover C. Robinson, IV

Attest:

Ericka L. Burnett

City Clerk, Ericka L. Burnett



Approved as to Substance:

[Signature]

Director of Public Works and
Facilities/City Engineer

Legal in form and execution:

[Signature]

Heather F Lindsay
Assistant City Attorney
2021-03-24 17:22:11

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

QUOTE DOCUMENTS ON FILE IN

Public Works, Engineering and Construction Services

EXHIBIT B
PROPOSAL



LINING SYSTEMS

To:	THE CITY OF PENSACOLA	Contact:	Roger Williams
Address:	2757 North Palafox Street Pensacola, FL	Phone:	(850) 436-5530
		Email:	RWilliams@cityofpensacola.com>
Project Name:	FL - Pensacola - Spring Street Culvert Rehab (R6) Structure+60'	Bid Number:	HGAC: R6 -TP07-18; 201444
Project Location:	N Springs, Pensacola	Bid Date:	9/22/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1-Base Bid					
001 - P35	Travel And Mobilization - Florida	1.00	EACH	\$15,000.00	\$15,000.00
002 - A36	36" Clean And TV Storm Sewer	60.00	LF	\$41.40	\$2,484.00
003 - B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	60.00	LF	\$405.00	\$24,300.00
004 - A53	21" - 36" Post TV Inspection After Rehabilitation (*Providing Video Using GoPro)	60.00	LF	\$9.00	\$540.00
005 - G26	Manhole - Structure Rehabilitation - 1-inch Geopolymer Liner (S-7 Conflict MH; 6' Dia. MH - 9.5' Deep) (*Does Not Include Vacuum Testing)	179.00	SF	\$100.00	\$17,900.00
006 - B35	INFILTRATION CONTROL- CHEMICAL GROUT - *will Bill As Needed To Stop Heavy Infiltration	0.00	GAL	\$437.93	\$0.00
Total Price for above 1-Base Bid Items:					\$60,224.00
2-Alternate					
007 - O11	Barricades, Signs, And Traffic Diversion (per Setup, For The Duration Of The Project)	1.00	EACH	\$6,500.00	\$6,500.00
008 - O12	Traffic Control Plan (per Setup) *will Bill As Needed	0.00	EACH	\$450.00	\$0.00
009 - O13	Flagmen (2 Men For 10 Hrs/DY) *will Bill As Needed, Incase If Needed To Maintain Traffic Going In And Out Of Site Surrounding Businesses/Parking Lots	0.00	EADY	\$1,100.00	\$0.00
Total Price for above 2-Alternate Items:					\$6,500.00

Notes:

- Entire length and condition of host pipes is unknown. We were not provided with full length inspection video. Therefore, our liner thickness is based on preliminary analysis and assumptions. We reserve the right to revise our thickness and unit price depending on actual field conditions and or ovality. For bidding purposes, ovality was assumed at 0%.
NOTE: Prevailing wage rates have not been provided to QLS and therefore not included in this bid proposal.

Scope of work performed by QLS:

- Provide pre-work submittal
- Manufacturer Calculation for Fully Deteriorated Pipe Conditions
- Field Material testing (compressive only)
- Mobilize equipment and personnel necessary to complete rehabilitation
- Surface Preparation of pipe to receive geopolymer lining
- Spray application of specified structural GeoKrete liner
- Proposal does NOT include following:
 - Cold weather provisions - required when operating in temperatures 40 degrees F or below (no estimated field execution date provided). If site temperatures drop below 40 degrees we will require tents, heaters etc. If required they will be billed at \$5,000 per week for each week onsite.
 - Prevailing Wage Rates
 - Furnishing bid, performance, or payment bonds
 - Invert Repair
 - Bypass Pumping / damming / Flow Control
- Base bid does not include Traffic control (QLS requires a 20' x 50' (or 10' x 100') working area at primary manhole and a 10' x 10' working area at the secondary manhole during all Pre-Cleaning & lining operations.)
- **NOTE:** For this project our Primary set up will be in the intersection of Spring St and Chase. Our secondary setup will require diversion of traffic around the Storm manhole located in the intersection of Spring & Gregory. Maintenance of traffic at these locations will include the required Traffic barrels and signage as well as flaggers for the duration of the project. This proposal assumes equipment can be left on location overnight. QLS estimates that the duration of this traffic control setup will be approximately 2 days for Pre-Cleaning and 25 days for lining operations
- Please refer Alternate-1 for Traffic control unit pricing. Please note, Item 007 - O11 does not include any allowance related to maintenance of any active traffic to and from site surrounding businesses/parking lots. If needed to be charged based on unit pricing established at Item 009 - O13
- Heavy infiltration control (see note below) or invert repair
- Point repairs or pipe jacking
- Dust/Erosion Control
- Pressure grouting
- Well point/dewatering to lower water table
- Material disposal or obstruction removal
- Site clearing or excavation
- Site Restoration
- Permits, Fees (local, state or Federal)
- **General Notes & Conditions:**
 - Non-weather related delays (may include, but NOT limited to: Owner requested changes; Road closures due to community, city or private events; Utility conflicts or relocations not within our scope, any work stoppages outside the control of QLS) will result in additional fees of \$10,000/day.
 - Stop work due to insufficient bypass/water control will result in additional fees of \$10,000/day
 - Customer/Contractor to provide access for equipment within 50ft of pipe. Site access to be determined by physical inspection
 - Customer/Contractor to provide potable water supply (i.e. hydrant & meter in place) at no cost to QLS project team.
 - Pricing based on one (1) shift (10-12 hours/day; 6 days/week) and does not include working holidays and/or Sundays. If site hours are restricted to less than 10 hours a day, we reserve the right to adjust our unit rates accordingly.
 - Quantities and Infrastructure specific details relative to design inputs and installed material thickness are subject to change following field verification.
 - Heavy infiltration means infiltration that meets the definition of a runner or gusher, as defined by NASSCO's Pipeline Assessment Certification Program. Runner - water running into the sewer through a faulty joint or pipe wall. A continuous flow will be visible. Gusher - water entering the pipe under pressure through a defect or faulty joint.
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - QLS is not responsible for any damage to the Quadex liner from overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - When installing Geokrete on top of newly poured concrete, we recommend allowing at least 28 days of curing time before installing our Geokrete product to ensure the substrate has cured sufficiently.
 - Bid Proposal is good for 60 Days
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - Based on the video's provided by the owner/engineer our proposal includes cost associated with dewatering of water flow up to 1.5. Any efforts to manage/handle/bypass beyond these limits will be charged separately on as needed basis.
 - Based on the video's provided by the owner/engineer our proposal includes cost associated with cleaning storm pipe segments with silt not more than 1.5. Any efforts to clean/remove silt beyond these limits will be charged at \$235.00/Hr. Downtime for CCTV Crew associated with this heavy cleaning will be charged at \$215.00/Hr.

Payment Terms:

- Invoices must be paid 30 days from receipt. Unpaid invoices may be charged with a 6% interest fee.
- If this project is tax exempt, please include certificate with notification of award.

- Our Bid Proposal is valid for 60 days from the bid date.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, QLS reserves the right to adjust our unit price accordingly.
- Our proposal includes mobilization fee. If the Owner choose to allocate/release this project work along with "FL - Pensacola - Joe Pattis Parking Lot Culvert Rehab) IPRIME+; Estimate NO: 203953", then QLS will charge just 1-moblization fee (Higher of the two) for both the projects

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: QLS Authorized Signature: _____ Estimator: Bhaumi Chaurasia (740) 707-1991 bchaurasia@vortexcompanies.com
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LINING SYSTEMS

To:	THE CITY OF PENSACOLA	Contact:	Brad Hinote
Address:	2757 North Palafox Street Pensacola, FL	Phone:	(850) 436-5530
		Email:	bradhinote@cityofpensacola.com
Project Name:	FL - Pensacola - Rehab - QLS (Wright To Gregory) - P7	Bid Number:	HGAC: R6 -TP07-18; 205451 - P7
Project Location:	Cypress Street, Pensacola	Bid Date:	12/28/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
002- A36	36" Clean And TV Storm Sewer	405.00	LF	\$28.00	\$11,340.00
003 - B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00	LF	\$310.00	\$125,550.00
004 - A53	21" - 36" Post TV Inspection After Rehabilitation (*Providing Video Using GoPro)	405.00	LF	\$0.00	\$0.00
005 - G26	Manhole - Structure Rehabilitation - 1-inch Geopolymer Liner (US MH - 45" X 32" X 6' 3" Deep & DS MH 73" X 48" X 10)	322.27	SF	\$55.00	\$17,724.85
006 - G27	Manhole - Structure Rehabilitation - 1/2-inch Geopolymer Liner	322.27	SF	\$20.00	\$6,445.40
007 - B35	INFILTRATION CONTROL- CHEMICAL GROUT - *will Bill As Needed To Stop Heavy Infiltration	0.00	GAL	\$100.00	\$0.00
008 - O11	Barricades, Signs, And Traffic Diversion (per Setup, For The Duration Of The Project)	1.00	EACH	\$3,500.00	\$3,500.00
009 - O12	Traffic Control Plan (per Setup) *will Bill As Needed	0.00	EACH	\$2,500.00	\$0.00
010 - O13	Flagmen (per Flagger, Per Hour) *will Bill As Needed	0.00	HR	\$40.00	\$0.00

Total Bid Price: \$164,560.25

Notes:

- Entire condition of host structure is unknown. We were not provided with inspection video/reports. Therefore, our liner thickness is based on preliminary analysis and assumptions. We reserve the right to revise our thickness and unit price depending on actual field conditions. For bidding purposes, ovality was assumed at 0% for pipe structures.
NOTE: Prevailing wage rates have not been provided to QLS and therefore not included in this bid proposal.

Scope of work performed by QLS:

- Provide pre-work submittal
- Field Material testing (compressive only)
- Mobilize equipment and personnel necessary to complete rehabilitation
- Surface Preparation of pipe to receive geopolymer lining
- Pressure grouting (To Be Billed as Needed)

Proposal does NOT include by QLS:

- Cold weather provisions - required when operating in temperatures 40 degrees F or below (no estimated field execution date provided). If site temperatures drop below 40 degrees, we will require tents, heaters etc. If required, they will be billed at \$5,000 per week for each week onsite.
 - Prevailing Wage Rates
 - Furnishing bid, performance, or payment bonds
 - Invert Repair
 - Bypass Pumping / damming / Flow Control
 - QLS requires a 20' x 50' (or 10' x 100') working area at primary manhole and a 10' x 10' working area at the secondary manhole during all Pre-Cleaning & lining operations.)
 - Please refer Traffic control unit pricing. Please note, Item 008 does not include any allowance related to maintenance of any active traffic to and from site surrounding businesses/parking lots. If needed to be charged based on unit pricing established at Item 008 - 010
 - Design
 - Heavy infiltration control (see note below) or invert repair
 - Point repairs or pipe jacking
 - Dust/Erosion Control
 - Well point/dewatering to lower water table
 - Material disposal or obstruction removal
 - Site clearing or excavation
 - Site Restoration
 - Permits, Fees (local, state or Federal)
- **General Notes & Conditions:**
 - Non-weather related delays (may include, but NOT limited to: Owner requested changes; Road closures due to community, city or private events; Utility conflicts or relocations not within our scope, any work stoppages outside the control of QLS) will result in additional fees of \$10,000/day.
 - Stop work due to insufficient bypass/water control will result in additional fees of \$10,000/day
 - Customer/Contractor to provide access for equipment within 50ft of pipe. Site access to be determined by physical inspection
 - Customer/Contractor to provide potable water supply (i.e. hydrant & meter in place) at no cost to QLS project team.
 - Pricing based on one (1) shift (10-12 hours/day; 6 days/week) and does not include working holidays and/or Sundays. If site hours are restricted to less than 10 hours a day, we reserve the right to adjust our unit rates accordingly.
 - Quantities and Infrastructure specific details relative to design inputs and installed material thickness are subject to change following field verification.
 - Heavy infiltration means infiltration that meets the definition of a runner or gusher, as defined by NASSCO's Pipeline Assessment Certification Program. Runner - water running into the sewer through a faulty joint or pipe wall. A continuous flow will be visible. Gusher - water entering the pipe under pressure through a defect or faulty joint.
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - QLS is not responsible for any damage to the Quadex liner from overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - When installing Geokrete on top of newly poured concrete, we recommend allowing at least 28 days of curing time before installing our Geokrete product to ensure the substrate has cured sufficiently.
 - Bid Proposal is good for 60 Days
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - Our proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be charged separately on as needed basis.

Payment Terms:

- Invoices must be paid 30 days from receipt. Unpaid invoices may be charged with a 6% interest fee.
 - If this project is tax exempt, please include certificate with notification of award.
- Our Bid Proposal is valid for 60 days from the bid date.
 - This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, QLS reserves the right to adjust our unit price accordingly.
 - Our mobilization unit price includes timing this project up with another local project in order to create a full weeks schedule. If the Owner / Contractor is not flexible in with the install schedule and needs us to mobilize sooner, Vortex reserves the right to add our mobilization unit rate accordingly.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

QLS

Authorized Signature: _____

Estimator: Bhaumi Chaurasia
(740) 707-1991 bchaurasia@vortexcompanies.com



Legislation Details (With Text)

File #: 21-00047 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 12/16/2020 **In control:** City Council
On agenda: 1/21/2021 **Final action:** 1/21/2021
Enactment date: **Enactment #:**
Title: SPRING STREET PIPE REHABILITATION
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:

Attachments: 1. Proposal - Spring Street Culvert Rehabilitation, 2. Brochure - Vortex HGAC Buy

Date	Ver.	Action By	Action	Result
1/21/2021	1	City Council	Approved	Pass
1/19/2021	1	Agenda Conference	Placed on Consent Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SPRING STREET PIPE REHABILITATION

RECOMMENDATION:

That City Council award a contract to Vortex Companies of Houston for stormwater system rehabilitation utilizing Houston Galveston Area Co-Operative (HGAC) Contract#TPO7-18 in the amount of \$231,284.25 plus a 10% contingency of \$23,128.43 for a total amount of \$254,412.68. 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 consists of rehabilitating an existing 36" stormwater pipe and associated underground structures (manholes) located on Spring Street between Wright and Chase Streets. The existing stormwater pipe and manholes are several decades old and in significant disrepair in numerous locations. As a result, the roadway above the pipe and structures has fallen in several times and has become a maintenance and safety issue to traffic. To minimize disruption to the roadway and to expedite the needed repairs, an in-place pipe lining system will be utilized to avoid excavating the roadway to remove and to replace the existing infrastructure in question. This process will ensure the

pipe and structure's longevity for several more decades and will significantly reduce potential public safety issues with the roadway and access to the Downtown Library. The City of Pensacola purchases products and equipment through the Houston Galveston Area Co-Operative (HGAC). It is a co-operative which procures competitive pricing from multiple vendors for a large variety of industry services. Vortex Companies offers a Quadex Lining System (QLS), which is a propriety system consisting of a geopolymer infused pipe lining product. Leon County and other Florida municipalities have used the same company under the HGAC contract for similar projects with good results.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 296,000.00

Actual: \$ 231,284.25 Construction Contract
23,128.43 10% Contingency
3,469.12 Engineering Design (Completed)
30,000.00 Engineering Management/Inspection (Estimate)
5,000.00 Construction Testing/Misc. (Estimate)
\$ 292,881.80 TOTAL

FINANCIAL IMPACT:

This project's total approved budget is \$296,000.00 and is funded within the Stormwater Capital Projects Fund. To date, \$3,469.12 has been expended for completed items related to Engineering design and coordination. The remaining budget balance of \$292,530.88 is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Choose an item.

1/7/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Proposal - Spring Street Culvert Rehabilitation
- 2) Brochure - Vortex HGAC Buy

PRESENTATION: No



CERTIFICATE OF LIABILITY INSURANCE

12/11/2021

DATE (MM/DD/YYYY)
3/11/2021

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

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

PRODUCER Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Vortex Lining Systems 1406282 (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Guarantee and Liab. Ins. Co.	26247
	INSURER C: Crum & Forster Specialty Insurance Co	44520
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 17411208**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO 5597236-02	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-02	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	SXS 4233584 00	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	Y	WC 5616707-02	12/11/2020	12/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution (Claims Made)	Y	Y	PKC-110534	12/11/2020	12/11/2021	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

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

Contractors Pollution Deductible: \$25,000 each pollution condition. Re: Project Name: FL - Pensacola - Rehab (Colfax Street - MH#1 Side Line) - P1;
Project Location: Colfax Street, Pensacola.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**17411208**The City of Pensacola
222 W Main Street
Pensacola FL 32502

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

AUTHORIZED REPRESENTATIVE

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC
Vortex Companies, LLC
Vortex Services, LLC
Vortex Infrastructure Services, LLC
Vortex Infrastructure Products, LLC
Vortex Infrastructure Holdings, LLC
Vortex Technology Group, LLC
Vaught Services, LLC
Vortex Turnkey Solutions, LLC
Quadex Lining Systems, LLC
Vortex West, LLC
Vortex Industrial Solutions, LLC
Ricor Services, LLC
VacVision Environmental, LLC
Quadex Acquisition, LLC
Quadex, LLC
Schwalm USA, LLC
Shoptrenchless.com LLC
Vortex Companies International, LLC
Quadex International, LLC
Vaught Holdings, LLC
Stag Acquisition, LLC
AquaPura, LLC
Midas South Central
Pipe Robotec
Midas Flow Controls – South Central, LLC
Ted Berry Company, LLC
Clear Drain of Main LLC
Ted Berry Trenchless Technology Team LLC
Vortex Services, LLC F/K/A VacVision Environmental, LLC
Vortex Geotechnical, LLC
Excavating Services, LLC
North American Pipeline Services, LLC

SAM Search Results
List of records matching your search for :

Search Term : Vortex Lining System, LLC*
Record Status: Active

No Search Results

CERTIFICATION

(Vortex Lining Systems, LLC)

Date: January 1, 2021

TO WHOM IT MAY CONCERN:

I, the undersigned Secretary and General Counsel of Vortex Companies, LLC, a Delaware limited liability company, hereby certify as follows:

- That Vortex Lining Systems, LLC was previously named Quadex Lining Systems, LLC, with such name change effective January 1, 2021;
- That Vortex Lining Systems, LLC is a wholly-owned subsidiary of Vortex Infrastructure Services, LLC, which is a wholly-owned subsidiary of Vortex Companies, LLC;
- That the following individuals are officers of Vortex Companies, LLC and Vortex Lining Systems, LLC, and are authorized signatories for Vortex Lining Systems, LLC, a Delaware limited liability company:

Michael Vellano	Chief Executive Officer
Wesley Kingery	President – Services
B.J. Kersteins	Regional Vice President, VLS
Matthew Samford	Chief Financial Officer
Louis Gastin	Assistant Secretary

- That each of the foregoing officers is authorized to execute bid packages, contracts, subcontracts, purchase orders, change orders and all other contract documents on behalf of the Company and fully bind the Company.

This Certification may be relied upon by third parties to confirm the authority of officers to act on behalf of the Company.

VORTEX LINING SYSTEMS, LLC

By: Vortex Infrastructure Services, LLC, its sole member

By: Vortex Companies, LLC, its sole member

By: 
Quin Breland, Secretary and General Counsel



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
VORTEX LINING SYSTE~~M~~S, LLC

Filing Information

Document Number	M16000005626
FEI/EIN Number	47-4037772
Date Filed	07/13/2016
State	DE
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	01/05/2021
Event Effective Date	NONE

Principal Address

18150 Imperial Valley Drive
HOUSTON, TX 77060

Changed: 04/20/2018

Mailing Address

18150 Imperial Valley Drive
HOUSTON, TX 77060

Changed: 04/20/2018

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN STREET
SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 08/08/2016

Address Changed: 08/08/2016

Authorized Person(s) Detail

Name & Address

Title CEO

Vellano, Michael
18150 Imperial Valley Drive

HOUSTON, TX 77060

Title President

Wisener, Neil
18150 Imperial Valley Drive
HOUSTON, TX 77060

Title COO

Banchetti, Nick
18150 Imperial Valley Drive
HOUSTON, TX 77060

Title CFO

Samford, Matthew
18150 Imperial Valley Drive
HOUSTON, TX 77060

Title Member

Vortex Infrastructure Services, LLC
18150 Imperial Valley Drive
HOUSTON, TX 77060

Annual Reports

Report Year	Filed Date
2018	04/20/2018
2019	04/25/2019
2020	04/07/2020

Document Images

01/05/2021 -- LC Name Change	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
04/20/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
08/08/2016 -- CORLCRACHG	View image in PDF format
07/13/2016 -- Foreign Limited	View image in PDF format



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00337

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #4410272940, VERSION-02 FOR MAINTENANCE DREDGING

RECOMMENDATION:

That City Council authorize the Mayor to execute Public Transportation Grant Agreement (PTGA) 441027294, Version-02 (1st amendment to grant agreement), adding \$753,062 in FSTED grant funds to the previously approved and authorized project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 11, 2018, City Council authorized the Mayor to accept the FSTED Grant #44102729401 in the total amount of \$147,600 for the engineering, design and permitting for the dredging of Port Berths 3 and 5. At that time, no additional funding was available for the actual dredging to take place. The City of Pensacola and the Florida Department of Transportation (FDOT) entered into PTGA #4410272940, Version-01 for maintenance dredging at the Port of Pensacola in March 2019. This 1st amendment to the PTGA will add an additional \$753,062 in FSTED funds to the project, requiring \$251,020 in additional local match.

On May 9, 2013, City Council approved a Joint Participation Agreement between the City and the Florida Department of Transportation for the Berth 6 Rehabilitation Grant for a total amount of \$2,600,000. Since then the City has received three (3) additional supplemental grants for the Berth 6 project. The Berth 6 Rehabilitation Project has been completed and the final costs were significantly under budget. The remaining FSTED funds and the Port Matching Grant Funds will be shifted to the Port Berths 3 and 5 dredging project.

Under FSTED program rules, when a project is completed prior to the expiration of the grant with funds remaining in excess of \$25,000, the Port to which those funds were allocated can request that the FSTED Council authorize a reallocation of the remaining funds to another approved FSTED project at that Port. The Port of Pensacola made that request at the FSTED Council's fall meeting last October, and it was approved at that time. The action currently being requested will complete the trailing paperwork required for FDOT to encumber the funds.

Both the grant funds and the Port Matching Grant funds for the Berth 6 Rehabilitation will be transferred from the Berth 6 Rehabilitation account to the Berths 3 and 5 Dredging account and the Berth 6 Rehabilitation Phase 1 project will be closed out.

PRIOR ACTION:

May 9, 2013 - City Council adopted a resolution to accept the Joint Participation Agreement between the City and the Florida Department of Transportation for the Berth 6 Rehabilitation grant in the amount of \$1,950,000 with a \$650,000 required matching funds for a total amount of \$2,600,000.

October 11, 2018 - City Council authorized the mayor to accept the State of Florida, FSTED Grant #44102729401 in the amount of \$110,700 with a \$36,900 required matching funds for a total amount of \$147,600 for the design, engineering and permitting of the Berths 3 and 5 dredging project.

FUNDING:

Budget:	\$ 110,700	Berths 3 and 5 Dredging Project
	36,900	Port Matching Grant Funds Berths 3 and 5 Dredging Project
	753,062	Berth 6 Rehabilitation Project
	<u>251,020</u>	Port Matching Grant Funds Berth 6 Rehabilitation Project
	<u>\$1,151,682</u>	

Actual:	\$ 147,600	Design, Engineering, Permitting, etc.
	<u>1,004,082</u>	Contracting & Dredging
	<u>\$1,151,682</u>	

FINANCIAL IMPACT:

Upon approval by City Council, \$753,062 from the Berth 6 Rehabilitation Project will be transferred to the Berths 3 and 5 Dredging Project. Additionally the Port Matching Grant Funds of \$251,020 will be transferred from the Berth 6 Rehabilitation Project to the Berths 3 and 5 Dredging Project. This will allow the Port to fully expend the grant funds previously allocated to the Berth 6 Project which would have expired if not transferred to another approved project. The additional funding will allow for the completion of the dredging project.

CITY ATTORNEY REVIEW: Yes

4/6/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise
Amy Miller, Port Director

ATTACHMENTS:

- 1) Grant Agreement 44102729402

PRESENTATION: No

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 441027-2-94-02	Fund(s): Work Activity Code/Function: 215	PORT	FLAIR Category: 088794
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Object Code: 751000
Contract Number:	Federal Award Date:		Org. Code: 55032020329
CFDA Number: N/A	Agency DUNS Number: 80-939-7102		Vendor Number: F596000406008
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's berth dredging initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ **Seaports**
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$1,004,082. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$753,062 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
 - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides Department funding for Port of Pensacola's berth dredging initiative. Port of Pensacola's berths require regular maintenance dredging to allow the safe docking of vessels. Without regular maintenance, berths fill in with sediment leading to restricted usage and reduced economic activity.

B. Project Location (limits, city, county, map): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes the environmental work, design work and construction work required to complete the berth improvement activities described in the Project Description, including: benthic studies; berthing area widening and deepening; construction inspection cost; construction management; construction services; contractor stand-by; cost estimates; consulting services; demobilization; engineering services; environmental assessments; geotechnical services; historical resource studies; mitigation assessments; mobilization; permitting; plan development; preconstruction engineering and design; procurement costs; seagrass studies; spoil site construction; surveying; temporary facilities; temporary water quality protection structures; and, turning basin widening and deepening.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441027-2-94-02	PORT	088794	2021	751000	55.005	Seaport Grant Program	\$753,062
441027-2-94-02	LF	088794	2021	-	-	Local Matching Funds	\$251,020
Total Financial Assistance							\$1,004,082

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$753,062	\$251,020	\$0	\$1,004,082	75.00	25.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$753,062	\$251,020	\$0	\$1,004,082			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 3 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$753,062

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00260

City Council

4/22/2021

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 22, 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

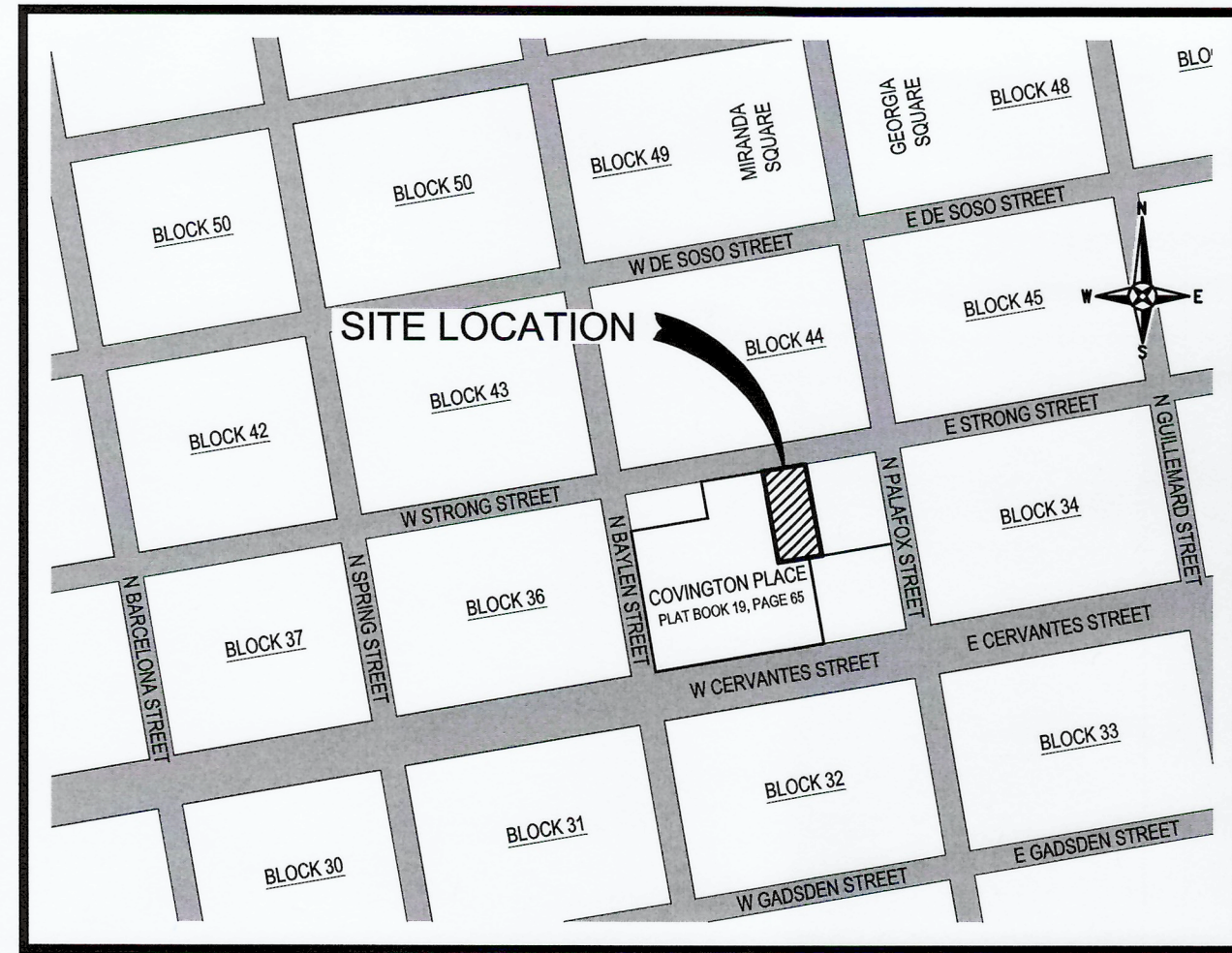
Kerrith Fiddler, Deputy City Administrator - Community Development

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:

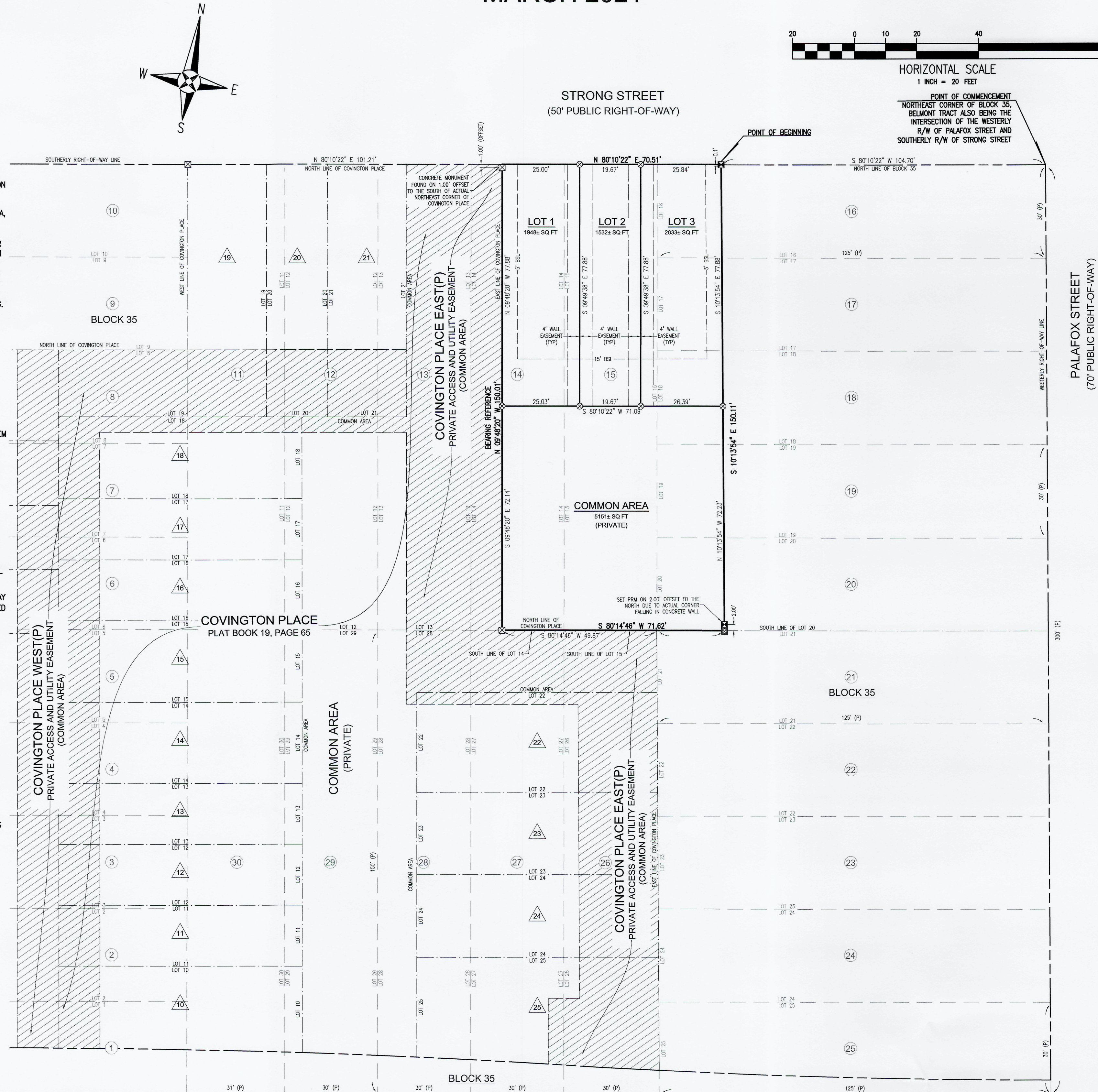
- THE PROPERTY AS SHOWN HEREON IS LOCATED WITHIN THE PC-1 ZONING DISTRICT AND THE NORTH HILL PRESERVATION DISTRICT.
- ALL DEVELOPMENT IS SUBJECT TO AESTHETIC REVIEW BY THE CITY'S ARCHITECTURAL REVIEW BOARD.
- THE APPLICABLE SETBACKS ARE: -FRONT YARD=0.0'
-REAR YARD=15'
-SIDE YARD=5'

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 Gulf 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 #: 12-21

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PROPOSED ORDINANCE NO. 12-21 - REGULATIONS FOR BREEDING DOMESTICATED ANIMALS, PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 12-21 on first reading:

AN ORDINANCE CREATING SECTION 4-2-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING REGULATIONS FOR THE BREEDING OF DOMESTICATED ANIMALS; REQUIREMENTS FOR LICENSURE AND PERMITTING FOR HOBBY BREEDERS; PROVIDING FOR DEFINITIONS; AMENDING SECTION 7-2-9 TO PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

To date, hobby breeders; defined within the proposed ordinances as any person that breeds dogs or cats in the city limits more than one time during any twelve-month period, have gone unregulated and have been allowed to operate a business without a license while in some cases doing so without obtaining a home occupation permit.

This proposed ordinance seeks to regulate hobby breeders to help better track and ensure the health and wellbeing of dog and cat litters by mandating maintenance of birth records, veterinary records to show rabies vaccinations, other inoculations, and medical conditions of the animals along with protecting the health of the animals by regulating the age at which they can be sold. This ordinance will also require that animals being sold be examined by a licensed veterinarian within one week of the date of transfer and be required to provide a medical history of the sire and dam.

Finally, this ordinance will require that hobby breeders obtain a local business tax receipt if they sell or transfer puppies or kittens more than once in any twelve-month period. They would also be required to list the tax receipt number on all advertisements, literature, signs, and social media posts concerning the sale of any animal.

PRIOR ACTION:

March 25, 2021 - This item was pulled from the agenda pending a discussion with Code Enforcement

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 12-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 4-2-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING REGULATIONS FOR THE BREEDING OF DOMESTICATED ANIMALS; REQUIREMENTS FOR LICENSURE AND PERMITTING FOR HOBBY BREEDERS; PROVIDING FOR DEFINITIONS; AMENDING SECTION 7-2-9 TO PROVIDING FEE FOR LOCAL BUSINESS TAX FOR HOBBY BREEDERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-2-45 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 4-2-45. Breeding of domesticated animals.

(a) Definitions.

Hobby breeder. A hobby breeder means any person that breeds dogs or cats in the city limits more than one time during any twelve-month period. Animal shelters and rescue groups offering animals for adoption shall be exempt from this section.

(b) Guidelines and regulations for hobby breeding.

(1) No hobby breeder shall engage in the sale or transfer of puppies or kittens more than once in any twelve-month period without first obtaining a local business tax receipt as defined in section 7-2-1 issued by the city.

(2) Costs, related fees and all regulations set forth in chapter 7-2 shall apply.

(3) Hobby breeders shall comply with the following:

- a. Create and maintain records of the birth of each litter of puppies or kittens, and shall make such records available for review by the city official upon request;
- b. For a period of at least three (3) years, keep veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog, cat, puppy, or kitten bred to be sold, given away, or otherwise conveyed;
- c. Furnish to each new owner of a dog, cat, puppy, or kitten the city business tax receipt number and a copy of the Official Certificate of Veterinary Inspection for Intrastate Sale of a dog or cat;
- d. Not offer a puppy or kitten under the age of eight (8) weeks for sale, trade, other compensation, or gift, with the exception of animals taken to an animal shelter;
- e. Recommend to each new owner that any animal sold, transferred, or given away be examined by a licensed veterinarian within one (1) week of the date of transfer and notify the new owner of state and local requirements for rabies vaccinations and County registration;
- f. List the city local business tax receipt number on all advertisements, literature, signs and social media posts concerning the sale or gift of any dog, cat, puppy, or kitten of the hobby breeder;
- g. Provide a medical history of the sire and dam as well as, when possible, a medical family history of the sire and dam;
- h. Present a copy of a valid, current Official Certificate of Veterinary Inspection for Intrastate Sale of a Dog or Cat Health Certificate of any animal on the premises upon request by any animal control officer, code enforcement officer or police officer. Hobby breeders shall allow the premises and animals to be inspected by an animal control officer, code enforcement officer or law enforcement officer to view each animal that is a sire, dam or offspring of such offered for sale, giveaway, or otherwise conveyed and to inspect the premises unannounced and unscheduled where the animals are maintained.

(c) *Exemption for veterinarians, animal hospitals.* Licensed veterinarians and licensed animal hospitals providing animal reproduction and related veterinary services in the course of their business shall be exempt from this ordinance.

SECTION 2. Section 7-2-9 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 7-2-9. - Amount of local business tax.

The amount of the local business tax which shall be paid for the several firms, persons or organizations engaging in and managing businesses, professions or occupations for which a local business tax receipt is required is hereby fixed as follows:

- (1) *Insurance companies.* The local business tax for insurance companies to do business in the city shall be based on the rate of \$210.00 per company per agency.
- (2) *Professions.* The following local business taxes will be charged those individuals involved in the professions noted below and will not be subject to the schedule set out in subsection (3) of this section:
 - a. Engineers: \$236.25.
 - b. Architects: \$236.25.
 - c. Certified public accountants: \$236.25.
 - d. Dentists: \$236.25.
 - e. Lawyers: \$236.25.
 - f. Veterinarians: \$236.25.
 - g. Doctors, physicians, surgeons, osteopaths, chiropractors, and naturopaths: \$236.25.
 - h. Psychologists: \$78.75.
- (3) *Other businesses and occupations.*
 - a. Local business taxes shall be charged for all businesses active in the city under the terms of city ordinances by way of the following rate schedule utilizing the number of employees for each local business tax receipt as the principal basis of the tax amount charged. These taxes are to be levied for each separate location or place of business and would be applicable except where specifically exempt. These occupations and businesses shall use the following system as a method of computing tax charges:

Number of Employees	Rate
1	\$26.25
2	\$52.50
3	\$98.44

4, 5	\$131.25
6, 7	\$210.00
8—11	\$288.75
12—17	\$367.50
18—26	\$498.75
27—38	\$656.25
39—58	\$840.00
59—86	\$1,050.00
87—130	\$1,312.50
131—195	\$1,640.63
196—295	\$2,034.38
296—420	\$2,493.75
421—670	\$3,018.75
671—1,000 and over	\$3,675.00

- b. "Employee" shall be defined as all persons actively connected with the business working within the city limits. The owner of the business or any relative, whether receiving direct compensation or not, shall be considered an employee.
- c. Computation of additional number of employees shall be:
 1. Total annual hours worked divided by 1,800 or average number of employees, whichever is applicable.
 2. Total number of employees employed on September 1 of each year. Determination of the number of employees of the business may use either method or a combination of the above, whichever is applicable to their business, or an alternate system may be authorized by the mayor.

- (4) *Coin-operated machines.* Local business taxes for businesses utilizing coin-operated or token-operated machines shall be based on the number of coin-operated or token-operated machines owned, operated or located upon the premises on any single day during the previous licensing year or, in the case of a new business, on an estimate for the current year, in the amount set forth below, or the employee schedule in subsection (3) of this section, whichever is greater:
- a. Coin-operated or token-operated machines used in the operation of a self-service laundry, including, but not limited to, washers, dryers, dry cleaning machines, extractors, soap dispensers, etc., per year or fraction thereof, each: \$3.28.
 - b. Coin-operated or token-operated machines used for food and drink dispensing, including ice machines, per year or fraction thereof, each: \$6.56.
 - c. Other coin-operated or token-operated machines, including, but not limited to, carwash, pinball, tobacco products, novelty items, jukebox and other miscellaneous machines not otherwise defined, per year or fraction thereof, each: \$6.56.
 - d. Coin-operated or token-operated machines operated by authorized charities as per Internal Revenue Service listing: No charge.
- (5) *Separate charges.* Separate charges will be levied from the employee local business tax system and the additional categories noted above in the following instances:
- a. *Door-to-door sales and solicitations.* Flat tax of \$105.00 or \$31.50, plus \$10.50, with the local business tax receipt to be issued for a period of not more than 30 days.
 - b. *Temporary receipts.* A local business tax receipt may be issued for a period of not more than 30 days under this section. The local business tax shall be \$31.50, plus one-half of the regular tax for the conduct of that particular type of business.
 - c. *Use of streets, etc.*
 1. Each person, firm, corporation, association, company or other business entity who uses the streets, avenues, alleys or public roads of the city for unloading, distributing, disposing of or delivering goods, wares, or merchandise of any kind, which goods, wares, produce or merchandise was transported from a point without the city to a point within the city shall pay a local business tax not in excess of the tax paid for by local taxpayers engaged in the same business. This tax shall entitle the business entity to a local business tax receipt for the privilege of engaging in the above-referenced activities on the streets of the city.
 2. Local business tax receipt holders shall be entitled to the following privileges:

- i. Loading and unloading zones for commercial vehicles only. The loading zones shall be appropriately marked by the city and shall be required to be used by the receipt holder when available.
 - ii. Police and fire protection shall be provided while the vehicles are located within the city limits.
 - iii. The appropriate office of the city shall be required to make periodic inspections of vehicles in order to ensure that a receipt has been granted to the taxpayer's vehicle and that all other conditions and regulations have been met.
 - iv. Each receipt holder, as well as all interested city citizens, shall be entitled to review the files to be kept by the city containing information requested in the application for a receipt.
- 3. The following exemptions from the above requirements are hereby granted:
 - i. All vehicles which pay the state mileage tax to the state department of highway safety and motor vehicles pursuant to state statutes.
 - ii. Ordinary commercial travelers who sell or exhibit for sale goods or merchandise to parties engaged in the business of buying and selling and dealing in the goods or merchandise.
 - iii. Sale of goods or merchandise donated by the owners thereof and the proceeds of which are to be applied to any charitable or philanthropic purposes.
 - iv. Vehicles used by any person taxed under this chapter for the sale and delivery of tangible personal property at either wholesale or retail from his or her place of business on which a receipt is paid shall not be construed to be separate places of business, and no taxes may be levied on such taxpayer's vehicles or the operators thereof as salesmen or otherwise.
- (6) *Miscellaneous businesses.* Local business taxes for certain select businesses shall be as follows. These taxes are to be in lieu of those set forth above.
 - a. Clairvoyants, astrologers, fortune-tellers and palmists, per year: \$236.25.
 - b. Tattoo artists, per year: \$236.25.
 - c. Cable television companies, per year: \$1,312.50.
 - d. Auctioneers, per year: \$210.00.
 - e. Auctions, per 30 days or portion thereof: \$210.00.
 - f. Hobby breeders: \$210.00

- (7) *Additional taxes for certain uses.* Additional local business taxes shall be levied for the following uses which shall be in addition to those set forth elsewhere in this section.
- a. Business with dancing privileges, flat fee: \$157.50.
 - b. Pool and billiard tables not covered under coin-operated machines, per table, per year: \$13.13.
 - c. Pawnshops, small loan companies and consumer finance companies, per year: \$472.50.
- (8) *Tax increases.* Commencing effective on October 1, 2007, and every other year thereafter, the city council may increase by ordinance the rates of local business taxes by up to five percent; provided, however, such increases may not be enacted by less than a majority plus one vote of the city council.
- (9) *Exemptions.* All exemptions provided for in F.S. ch. 205, are hereby incorporated by reference.

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.

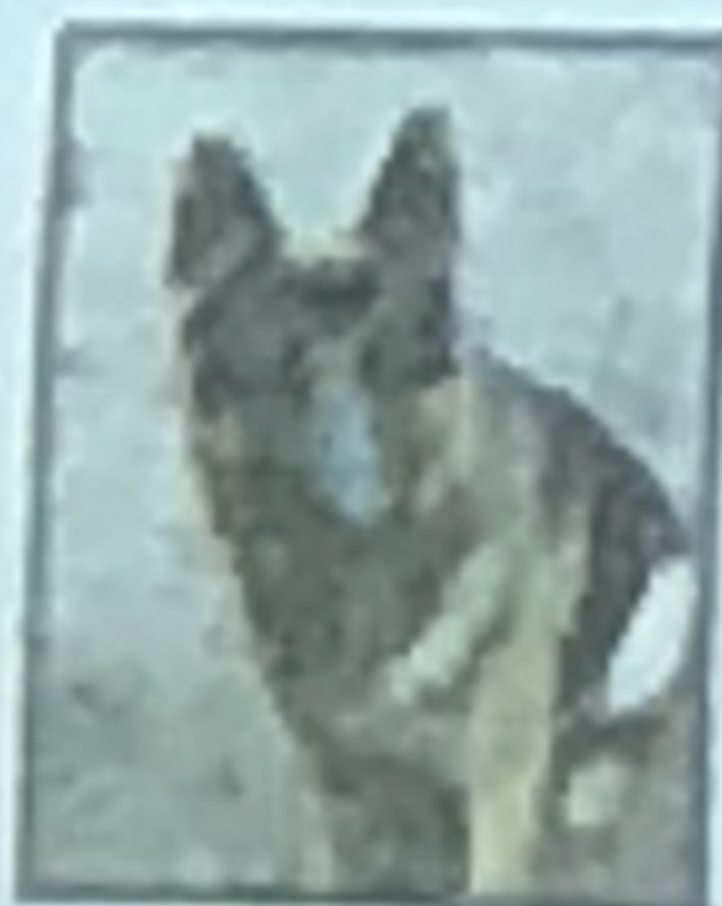
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

GERMAN SHEPHERD PUPPIES



AKC/CKC
REGISTERED



OCW HEALTH
CERTIFIED

850-292-3642

Great for Guard, Service, Protection, or Companion

GERMAN SHEPHERD PUPPIES



AKC/CKC
REGISTERED



OCW HEALTH
CERTIFIED

850-292-3642

Great for Guard, Service, Protection, or Companion

CHEVROLET



Golden Doodle
#1200 Puppies #1200
860 1126

Golden
Doodle
Puppies
860-1126
\$1,200



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-22

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Ann Hill

SUBJECT:

RESOLUTION NO. 2021-22 - PROVIDING FOR A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS WITHIN THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council adopt Resolution No. 2021-22:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS ENCAMPED UNDER THE I-110 OVERPASS AND WITHIN THE HOLLICE T. WILLIAMS PARK IN THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The area within Hollice T. Williams Park located under the I-110 overpass has become a homeless encampment. On February 11, 2021, City Council passed Resolution No. 2021-09 desiring the placement of a moratorium on the eviction of homeless individuals within the park.

The Centers for Disease Control and Prevention recommends against relocation of homeless encampments due to the spread of COVID-19. With the subsequent expiration of the initial 90-day moratorium approaching, it is necessary to place an additional 90-day moratorium on the eviction of homeless individuals until such time as they are permanently or temporarily provided with shelter and housing adequate to protect them and the citizens of the City of Pensacola from the spread of COVID -19.

PRIOR ACTION:

February 11, 2021 - City Council adopted Resolution No. 2021-09 placing a moratorium on the eviction of homeless individuals located within Hollice T. Williams Park.

The City provided notice of plans to temporarily close Hollice T. Williams Park by early March 2021 in order to conduct a thorough cleanup.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2021-22

PRESENTATION: No

RESOLUTION
NO. 2021-22

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING A MORATORIUM ON THE EVICTION OF HOMELESS INDIVIDUALS ENCAMPED UNDER THE I-110 OVERPASS AND WITHIN THE HOLLICE T. WILLIAMS PARK IN THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 11, 2021 City Council passed resolution 2021-09 declaring a moratorium on the eviction, of homeless individuals encamped under the I-110 overpass and within Hollice T. Williams Park; and

WHEREAS, there are currently approximately 25 homeless individuals encamped under the I-110 Bridge along Hayne Street; and

WHEREAS, the property is owned by the Florida Department of Transportation, which agency has been fully aware of the homeless encampments for several years; and

WHEREAS, while the city is no longer under a state of emergency, the state and federal states of emergency are still in effect as related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention guidelines recommend against removal of homeless camps due to COVID-19, it is not in the interest of the public to evict,-displace or relocate homeless individuals who have no other shelter or suitable place to go; and

WHEREAS, the City Council finds it necessary to declare a moratorium against the eviction, of the homeless individuals from the I-110 encampment for the welfare, health and safety of the citizens of Pensacola; and

WHEREAS, this prohibition does not apply to any individual engaged in any criminal activity or conduct that poses a threat of harm to themselves or others.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. The above-stated recitals are true and correct and incorporated herein by this reference.

Section 2. Due to COVID-19 and in accordance with Centers for Disease

Control and Prevention guidelines, there is a recommendation against the removal of homeless camps as it is not in the interest of the public to evict, displace, or relocate homeless individuals who have no other shelter or suitable place to go.

Therefore, a moratorium of 90-days should be enacted to prohibit such evictions.

Section 3. In order to ensure sanitary conditions for those homeless individuals encamped under the I-110 overpass and within Hollice T. Williams Park, any cleanup occur without a total disruption of the encampment. Further that additional trashcans be located within this area.

Section 4. That no abandoned or disabled vehicles parked within this location be cited for removal during this 90-day moratorium.

Section 5. The City Council hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this resolution.

Section 6. 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-20

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers
City Council Member Ann Hill

SUBJECT:

RESOLUTION NO. 2021-20 - COMMITTING TO 30% RENEWABLE ENERGY BY 2030 FOR CITY-OWNED FACILITIES AND OPERATIONS.

RECOMMENDATION:

That City Council adopt Resolution No. 2021-20:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RECOMMENDING A COMMITMENT BY THE CITY TO MEET A 30% RENEWABLE ENERGY TARGET BY 2030 FOR CITY-OWNED FACILITIES AND OPERATIONS; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Recognizing the potential threats and impacts of climate change, City Council formed the Climate Mitigation and Adaptation Task Force.

Part of the task force recommendations involve the reduction of greenhouse gas emissions and the assessment of energy use to achieve a carbon footprint reduction. Specifically, a recommendation was made for the city to commit to meet a 30% renewable energy target by 2030 for city-owned facilities and operations.

In reviewing the task force recommendations, the Environmental Advisory Board (EAB) approved a motion asking that City Council commit to meet this target and further, since this is primarily a function of operations, that a request be made to the Mayor to commit to the same target. The EAB felt that this commitment should come in the form of a resolution from the City Council.

Currently the Sustainability Coordinator is in the process of evaluating and determining a baseline of energy use within city-owned facilities that will be used to measure the 30% target.

PRIOR ACTION:

November 8, 2018 - Climate Mitigation and Adaptation Task Force delivered its final report, including this recommendation.

February 4, 2020 - Environmental Advisory Board recommended Council commit to this target via a resolution.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2021-20 - Renewable energy target (001)

PRESENTATION: No

RESOLUTION
NO. 2021-20

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RECOMMENDING A COMMITMENT BY THE CITY TO MEET A 30% RENEWABLE ENERGY TARGET BY 2030 FOR CITY-OWNED FACILITIES AND OPERATIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the city council recognizes that climate change is occurring and steps need to be taken to address the changes; and

WHEREAS, the city council established the Climate Mitigation and Adaptation Task Force to review potential changes and provide recommendations to undertake specific actions to counter threats and impacts of climate change; and

WHEREAS, in 2018 the Climate Mitigation and Adaptation Task Force issued its final report and recommendations; and

WHEREAS, one of the Climate Mitigation and Adaptation Task Force recommendations involved the reduction of greenhouse gas emissions and the assessment of energy use to achieve a carbon footprint reduction; and

WHEREAS, a specific recommendation from the Climate Mitigation and Adaptation Task Force is the commitment to meet a 30% renewable energy target by 2030 for city-owned facilities and operations; and

WHEREAS, the Environmental Advisory Board, in the process of reviewing the Climate Mitigation and Adaptation Task Force recommendations, approved a motion asking that city council commit to meet a 30% renewable energy target by 2030 for city-owned facilities and operations; and

WHEREAS, because this is largely a function of operations and under the purview of the mayor, city council may request that the mayor commit to a 30% renewable energy target by 2030 for city-owned facilities and operations; and

WHEREAS, the city's sustainability coordinator is currently in the process of evaluating and determining a baseline of energy use within city-owned facilities that will be used to measure the 30% target;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The city council commits to a 30% renewable energy target by 2030 for city-owned facilities and operations. Further, city council asks the mayor to commit to this target as well.

SECTION 2. 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-17

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-17 - SANITATION - ACQUISITION OF CAPITAL EQUIPMENT REPLACEMENT VEHICLES

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-17.

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:

Sanitation requests the early replacement of five capital equipment vehicles: 2 - garbage vehicles, 2 - yard waste vehicles, and 1 - transfer station tractor. These items were scheduled to be replaced in FY 2022. In light of the production timeline delay due to COVID-19, it is being requested that we appropriate them now so they can be ordered.

Below is a list of the equipment replacements:

2 - McNeilus Autocar garbage vehicles	\$385,000	= \$770,000
2 - PacMan Sterling yard waste vehicles	\$245,000	= \$490,000
1 - Mack Transfer Station tractor	\$240,000	<u>\$240,000</u>
		\$1,500,000

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Due to the nature of ordering the equipment and the timeline associated with receipt, it is necessary to appropriate for these purchases now so that they will be received during Fiscal Year 2022. Adoption of the supplemental budget resolution will appropriate the funds to purchase the needed capital equipment. Revenues received during Fiscal Year 2022 are anticipated to replenish the fund balance drawdown.

CITY ATTORNEY REVIEW: Yes

3/26/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise

John Pittman, Sanitation and Fleet Services Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-17
- 2) Supplemental Budget Explanation No. 2021-17

PRESENTATION: No

**RESOLUTION
NO. 2021-17**

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. SANITATION FUND

Fund Balance		1,500,000
As Reads	Capital Outlay	2,024,592
To:		
Reads	Capital Outlay	3,524,592

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 - SANITATION - ACQUISITION OF CAPITAL EQUIPMENT REPLACEMENT VEHICLES - RES NO. 2021-17**

FUND		AMOUNT	DESCRIPTION
SANITATION FUND			
Fund Balance		<u>1,500,000</u>	Increase appropriated fund balance
Appropriations			
Capital Outlay		<u>1,500,000</u>	Increase appropriation for Capital Outlay
Total Appropriations		<u>1,500,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00324

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - AIRPORT CORONAVIRUS RELIEF GRANT OFFER, GRANT NO. 3-12-0063-047-2021

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Airport Coronavirus Relief Grant Program (ACRGP) 3-12-0063-047-2021 in the amount of \$4,502,199 to help offset declining revenue at the Pensacola International Airport as a result of the COVID-19 Public Health Emergency. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council adopt a Supplemental Budget Resolution to appropriate the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The operation of the Pensacola International Airport is funded through the fees assessed to the various users of the facility. The airlines, rental car concessionaires, terminal concessionaires, airfield tenants, and other tenants all remit payments designed to offset the overall facility's ongoing maintenance and operating expenses.

The bulk of the annual revenue is generated through the passenger activity occurring at the main terminal building. Parking, rental car activity, food and beverage, news and gifts, and other terminal non-airline tenants make up approximately eighty-eight percent of all non-airline revenue. The airlines themselves, through their agreements, allow the Airport to maintain full financial self-sufficiency.

The COVID-19 health emergency has significantly impacted air transportation worldwide. At Pensacola International Airport, passenger traffic for the month of March 2021 was down over 19.4% from 2019. Year-to date, passenger activity is down over 40.51%. To account for reduced revenue projections, Pensacola International Airport instituted cost reduction efforts in fiscal years FY20 - FY21. Projects were being delayed, and certain services were reduced.

The Federal Government, under ACRGP, has provided economic support to all U.S. airports. Each airport has been allocated funding to help offset the decline in revenues as a result of the diminished

activity from COVID-19. This funding may be used over a period of four (4) years for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments. Funds are provided on a reimbursable basis. As airports incur and pay for expenses, they can request reimbursement under their individual grant.

The Pensacola International Airport has been awarded up to \$4,502,199 under ACRGP. In the absence of these funds, the Airport would be required to significantly adjust the fees charged to the airlines. ACRGP funds will be used in FY21, FY22, and possibly FY23 to provide assistance in reimbursing maintenance and operating expenses, which will aid in keeping the fees charged to the airlines at reasonable levels.

PRIOR ACTION:

5/28/2020 - City Council approved and authorized the Mayor to execute the acceptance of the CARES Act Grant 3-12-0063-045-2020 in the amount of \$11,081,566.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of a Supplemental Budget Resolution will appropriate the grant funds. Funds will be provided from the FAA on a reimbursable basis for maintenance and operating expenses that have been incurred and paid for by the Pensacola International Airport and will allow the Airport to maintain a competitive level of rates charged to the airlines.

CITY ATTORNEY REVIEW: Yes

4/1/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration and Finance

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Grant Agreement No. 3-12-0063-047-2021

PRESENTATION: No



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

March 30, 2021

Mr. Matthew Coughlin
Airport Director
Pensacola International Airport
2430 Airport Blvd., Suite 225
Pensacola, Florida 32504

Dear Mr. Coughlin:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0063-047-2021 for Pensacola International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 28, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

By accepting this grant, you agree to continue to employ, through February 15, 2021, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide an employee retention report to CARESAirports@faa.gov by March 1, 2021.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace", is positioned to the right of a short vertical yellow line.

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 30, 2021

Airport/Planning Area Pensacola International Airport

ACRGP Grant Number 3-12-0063-047-2021

Unique Entity Identifier 073131559

TO: City of Pensacola
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 16, 2021, for a grant of Federal funds at or associated with the Pensacola International Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Pensacola International Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Pensacola International

incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,502,199, allocated as follows:
 - \$342,174 Primary KC2021
 - \$4,160,025 Primary KQ2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 28, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Employee Retention.** City of Pensacola, owner and operator of Pensacola International, as a Small hub airport, agrees to continue to employ, through February 15, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the

Secretary at the airport Sponsor's written request. The CRRSA Act extends reporting requirements through February 15, 2021. On or before March 1, 2021, the Sponsor will report to the FAA the number of employees as of February 15, 2021.

22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR UTILITIES AND LAND -

1. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
2. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 30, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

City of Pensacola

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 16, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-18

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-18 - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT CORONAVIRUS RELIEF GRANT OFFER, GRANT NO. 3-12-0063-047-2021

RECOMMENDATION:

That City Council approve Supplemental Budget Resolution No. 2021-18.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The operation of the Pensacola International Airport is funded through the fees assessed to the various users of the facility. The airlines, rental car concessionaires, terminal concessionaires, airfield tenants, and other tenants all remit payments designed to offset the overall facility's ongoing maintenance and operating expenses.

The bulk of the annual revenue is generated through the passenger activity occurring at the main terminal building. Parking, rental car activity, food and beverage, news and gifts, and other terminal non-airline tenants make up approximately eighty-eight percent of all non-airline revenue. The airlines themselves, through their agreements, allow the Airport to maintain full financial self-sufficiency.

The COVID-19 health emergency has significantly impacted air transportation worldwide. At Pensacola International Airport, passenger traffic for the month of March 2021 was down over 19.4% from 2019. Year-to date, passenger activity is down over 40.51%. To account for reduced revenue projections, Pensacola International Airport instituted cost reduction efforts in fiscal years FY20 - FY21. Projects were being delayed, and certain services were reduced.

The Federal Government, under ACRGP, has provided economic support to all U.S. airports. Each airport has been allocated funding to help offset the decline in revenues as a result of the diminished activity from COVID-19. This funding may be used over a period of four (4) years for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments. Funds are provided on a reimbursable basis. As airports incur and pay for expenses, they can request reimbursement under their individual grant.

The Pensacola International Airport has been awarded up to \$4,502,199 under ACRGP. In the absence of these funds, the Airport would be required to significantly adjust the fees charged to the airlines. ACRGP funds will be used in FY21, FY22, and possibly FY23 to provide assistance in reimbursing maintenance and operating expenses, which will aid in keeping the fees charged to the airlines at reasonable levels.

PRIOR ACTION:

5/28/20 - City Council approved and authorized the Mayor to execute the acceptance of the CARES Act Grant 3-12-0063-045-2020 in the amount of \$11,081,566.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the grant funds. Funds will be provided from the FAA on a reimbursable basis for maintenance and operating expenses that have been incurred and paid for by the Pensacola International Airport and will allow the Airport to maintain a competitive level of rates charged to the airlines.

CITY ATTORNEY REVIEW: Yes

4/1/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Deputy City Administrator - Administration and Finance
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-18
- 2) Supplemental Budget Explanation No. 2021-18

PRESENTATION: No

**RESOLUTION
NO. 2021-18**

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. AIRPORT FUND

As Reads	Federal Grants	29,112,845
To:		
Reads	Federal Grants	33,615,044
As Reads	Operating Expenses	17,794,547
To:		
Reads	Operating Expenses	22,296,746

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 - AIRPORT CORONAVIRUS RELIEF GRANT - RES NO. 2021-18

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	4,502,199	Increase estimated revenue from Federal Grants
Total Revenues	<u>4,502,199</u>	
Appropriations		
Operating Expenses	4,502,199	Increase appropriation for Operating Expenses
Total Appropriations	<u>4,502,199</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00379

City Council

4/22/2021

ADD-ON LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

COUNCIL SUPPORT FOR CONTINUED SUSPENSION OF THE GARCON POINT BRIDGE TOLL.
RECOMMENDATION:

That City Council authorize the Council President to sign a letter to Governor DeSantis on behalf of the City Council supporting a continued suspension of the Garcon Point Bridge Toll, until such time that the General Daniel "Chappie" James Bridge (Pensacola Bay Bridge or Three-Mile Bridge) repair is complete and once again fully open to traffic.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In September of 2020, as a result of Hurricane Sally, the Pensacola area experienced unforeseen damage to the General Daniel "Chappie" James Bridge.

Due to the damage and required closing of the bridge, many of our citizens were forced to find alternate routes around the bridge closure, one of the preferred routes is across the Garcon Point Bridge.

The Garcon Point Bridge is a crucial connector between Escambia and Santa Rosa County. The toll suspension on the Garcon Point Bridge has allowed east/west traffic to flow more easily and provides a means of travel between Pensacola and Gulf Breeze which is vital for citizens in our area. For many it is the only option, and the toll suspension has been invaluable to our citizens. Easing the burden of the toll has allowed our citizens the ability to continue to commute without the additional financial impact of the tolls.

At the April 14, 2021 TPO meeting, the TPO voted to request consideration in extending the suspension of the toll until the General Daniel "Chappie" James Bridge repair is complete and fully open. The TPO has requested similar letters of support for this action be sent to the Governor.

This item is a request for City Council to authorize the Council President to sign such a letter on behalf of City Council, which will be sent to the Governor on behalf of the City of Pensacola.

PRIOR ACTION:

April 14, 2021 - Florida-Alabama Transportation Planning Organization voted to request consideration in extending the temporary suspension of tolls until the General Daniel "Chappie" James Bridge repair is complete and fully open to traffic.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00349

City Council

4/22/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY REDEVELOPMENT - LOTS 4 AND 5 AT VINCE WHIBBS SR. COMMUNITY MARITIME PARK, 300 BLOCK WEST MAIN STREET

RECOMMENDATION:

That City Council approve publication of the notice of intention to dispose of real property known as Lots 4 and 5 (Parcel Ref. Nos. 000S009400000040 and 000S009400000050) located at Vince Whibbs Sr. Community Maritime Park in the 300 Block of West Main Street via a lease with acceptance of redevelopment proposals during the statutory-required notice period for projects of City-owned parcels located in a designated community redevelopment area (CRA).

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Vince Whibbs Sr. Community Maritime Park (CMP) is a 31-acre waterfront park bound by Main Street on the north, Port Royal Way on the east, Pensacola Bay on the south, and privately-owned property on the west. Lot 4 is approximately 3.01 acres and is currently developed as a surface parking lot. Lot 5 is approximately 1.71 acres and is currently developed as a green space with sidewalks. A recent attempt at finalizing the redevelopment of these parcels was unsuccessful.

Pursuant to Florida Statute section 163.380(3)(a), the City is required to provide public notice by advertising for at least 30 days prior to the disposition of any City-owned property in a CRA, stating the intent of the disposition and inviting proposals. The public notice of the intention to dispose of this property with all pertinent information is attached.

Proposals for redevelopment of the parcels must further the purposes and objective of the community redevelopment plan for the CMP, specifically including the Urban Core Community Redevelopment Plan (2010), and the West Main Master Plan (2019). These plans will be available for view on the City website at www.cityofpensacola.com/cra.

Below is the historical timeline:

June 29, 2005: The City of Pensacola issued a Notice of Intent to Dispose of Property and

Request for Proposals (RFP) in compliance with FL Statutes Ch 163.

July 29, 2005: Two proposals were received for the Maritime Park project.

September 15, 2005: The City Council accepted the proposal from Community Maritime Park Associates (CMPA) and authorized City staff to negotiate a Master Lease and Master Development Agreement.

March 27, 2006: City Council approved the Master Lease, Master Development Agreement and Interlocal Agreement between the City and City's Community Redevelopment Agency (CRA) and authorized the City Manager to execute the documents.

September 26, 2006: The CMPA held the first Board of Trustees meeting and commenced planning and oversight of the project.

February 2007: The CMPA issued two Requests for Qualifications (RFQ) that signaled the beginning of the development of the project. The first was for a team to develop a set of design criteria that would set the architectural look and feel and site plan for the Maritime Park project, advance the design created during the concept phase and to begin the environmental permitting process critical to the project's success. The second RFQ was for a Master Developer to oversee the public and private development.

August 22, 2008: The CMPA selected Land Capital Group and their associated partners' proposal and began negotiations for a development agreement.

December 12, 2008: The CMPA forwarded a draft Development Agreement with Maritime Park Development Partners (MPDP) (LLC formed by Land Capital Group and partners) to the City of Pensacola for review and comment.

April 21, 2009: The CMPA approved the Development Agreement with MPDP as amended by the City subject to two conditions - the CMPA must complete the Conditions Precedent and MPDP must complete process to be licensed as a "design-build" firm in Florida.

April 23, 2009: The City of Pensacola approved the Development Agreement with the same conditions.

April 24, 2009: The CMPA issued a RFQ for a "Construction Owners Representative" a team of design, engineering and construction experts that provide independent, third party review and approval of all design, bidding, construction and payments on behalf of the CMPA.

May 28, 2009: The City Council deemed the Conditions Precedent to the Master Lease and Master Development Agreement as having been met.

February 26, 2010: CMPA approved MPDP as the General Contractor for all elements of the construction pending receipt of the financial report for MPDP and receipt of a payment and performance bond for the full amount of the Maritime Park project.

May 10, 2010: Omnibus Amendments to Master Lease and Master Development agreement between CMPA and City approved by the City Council

May 17, 2010: Design Build Contract with Magi Construction executed with a guaranteed completion date of December 31, 2011.

December 10, 2010: The CMPA Board voted to terminate for convenience MPDP as the project coordinator as was provided for in the Development Agreement. It was shown that the roles MPDP was performing were duplicative with roles of Magi Construction, the COR and CMPA staff.

January 14, 2011: CMPA voted to terminate MPDP

August 30, 2012: The first lease for private development was approved by the CMPA and City of Pensacola. Construction of the private development, Maritime Place, LLC was scheduled to commence in May 2013. A second project was in negotiations.

February 9, 2017: Amendment to City Policy for disposition of City-owned real property.

October 11, 2018: City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8, and 9 of the CMP for eighteen (18) month option agreement through the City's Direct Negotiation Option. In consideration, the City received a \$271,659 Option Payment, which was 20% of the post-development base rent. The purpose of the Agreement was to provide for the development of the parcels in a manner consistent with the 2010 CRA Plan and provide for the development of the western side of the downtown in a cohesive manner.

March 26, 2020: City Council authorized the Mayor to execute an addendum to the Agreement between the City of Pensacola and Studer Properties extending the Option Term twelve (12) months to March 31, 2021. In consideration for the addendum, the City was to receive a \$90,553.20 Addendum Option Payment payable in installments of \$7,546.10 per month.

June 13, 2020: Andrew Rothfeder, with Studer Properties, LLP, provided City Council with a presentation on the West Main Master Plan project, which included the development of the seven (7) vacant CMP parcels.

October 8, 2020: City Council authorized the Mayor to execute the partial assignments of the Option Agreement between the City of Pensacola and Studer Properties, LLP to Inspired Communities of Florida, LLC and EJ Smith Enterprises, LLC (as a joint venture), Silver Hills Development and Edwards Companies, Inc. (as a joint venture), and Valencia Development Corporation. Furthermore, the City Council authorized the Mayor to enter into direct negotiations with Inspired/Smith, Edwards/Silver Hills, and Valencia for lots 3, 4, 5, 6, 7, 8, and 9 of the Community Maritime Park in order to renegotiate the terms of the option agreement, including the ground lease template, subject to City Council approval.

March 31, 2021: The Partial Assignment of the Option Agreement between the City of Pensacola and Silver Hill expired on March 31, 2021 without a newly negotiated option agreement and ground lease.

The Mayor has determined this item to be time sensitive.

PRIOR ACTION:

June 29, 2005: City Council approved the issuance of a Notice of Intent to Dispose of Property and request for proposals for the development of the Community Maritime Park.

October 11, 2018: City Council authorized an option agreement to be entered between Studer Properties, LLP and the City for the development of the remaining parcels at the Community Maritime Park.

March 26, 2020: City Council authorized an extension of the option agreement with Studer Properties, LLP, to expire on March 31, 2021.

October 8, 2021: City Council authorized the partial assignments of Studer Properties' option agreement to three developers, including Silver Hills Development for development of parcels 4 and 5. That partial assignment was set to expire on March 31, 2021.

FUNDING:

N/A

FINANCIAL IMPACT:

Lease fees will be received in the Community Maritime Park Management Services Fund upon acceptance of proposals for redevelopment of the parcels and execution of the lease(s).

CITY ATTORNEY REVIEW: Yes

4/13/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development

ATTACHMENTS:

- 1) Notice of Intention to Dispose of Real Property

PRESENTATION: No

NOTICE OF INTENTION TO
DISPOSE OF REAL PROPERTY

The City of Pensacola, Florida (the "City") hereby gives notice required by Section 163.380, Florida Statutes, of its intention to dispose of real property as generally described below (the "Site") and to accept proposals for redevelopment of the Site as an economic development project.

The Site is located in the community redevelopment area in the 300 Block of West Main Street, Pensacola, Florida 32501. The Site consists of Parcels 4 and 5 of the Vince Whibbs Sr. Community Maritime Park, which is a 31-acre waterfront park bound by Main Street on the north, Port Royal Way on the east, Pensacola Bay on the south, and privately-owned property on the west.

Lot 4 is approximately 3.0084 acres, currently developed as a surface parking lot, parcel reference number 000S009400000040, more particularly identified as follows:

LT 4 VINCE WHIBBS SR COMMUNITY MARITIME PARK PB 19 P
23/23A OR 5886 P 1303 OR 6902 P 96 OR 7722 P 866 CA 98

Lot 5 is approximately 1.7127 acres, currently developed as a green space with sidewalks, parcel reference number 000S009400000050, more particularly identified as follows:

LT 5 VINCE WHIBBS SR COMMUNITY MARITIME PARK PB 19 P
23/23A OR 5886 P 1303 OR 6902 P 96 OR 7722 P 866 CA 98

Proposals for redevelopment of the Site must further the purposes and objective of the community redevelopment plan for the Site, specifically including the Urban Core Community Redevelopment Plan (2010), and the West Main Master Plan (2019). These plans may be viewed on the City website at www.cityofpensacola.com/cra. Information regarding the Site, the redevelopment plan, submission of proposals and other pertinent information available to the City may be obtained by contacting the City in writing at the address below.

Proposals must be received by the City no later than 3:00 p.m. C.S.T. on the 31st day following publication of this notice. Proposals must be delivered to the City at the following address:

Office of Mayor
222 W. Main Street
Pensacola, Florida 32501

Telephone: 850-436-5627

Outlines of proposals delivered to a different address or received after the deadline date and time listed above will not be accepted.

The City reserves the right to select and subsequently negotiate definitive documents to implement the outline of the proposal which, in its sole discretion, it deems to be in the public interest and in furtherance of the purposes of Chapter 163, Part III, Florida Statutes, or alternatively, to reject all proposals or solicit the same or different proposals for consideration. Interested persons shall be solely responsible for the cost of preparing and submitting proposal outlines. Proposals submitted shall become the physical and intellectual property of the City.