



City of Pensacola

City Council

Agenda Conference

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

September 22, 2025, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 25-1255 APPOINTMENT — AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council appoint one individual to the Pensacola Affordable Housing Advisory Committee to fill an unexpired term ending June 30, 2028.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Nomination Form - Angelia Miller
Application of Interest - Angelia Miller
Resume - Angelia Miller

2. 25-1257 APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint a Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, a property or business owner within the Palafox Historic Business District, and a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two (2) years, expiring September 30, 2027.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Application of Interest - William Brantley
Resume - William Brantley
Application of Interest - George Mead
Nomination Form - Sarah A. Sisson
Application of Interest - Sarah A Sisson

3. 25-1164 FRATERNAL ORDER OF POLICE (FOP) PROPOSED POLICE
LIEUTENANTS' COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council ratify the Proposed Police Lieutenants' Collective Bargaining Agreement between the City of Pensacola and the Fraternal Order of Police.

Sponsors: DC Reeves, Mayor

Attachments: *FOP Lieutenants Proposed Collective Bargaining Agreement*

4. 25-1113 INTERLOCAL AGREEMENT FOR COMMUNITY POLICING
INNOVATIONS FOR FISCAL YEAR 2026

Recommendation: That City Council approve and authorize the Mayor to execute an Interlocal Agreement between the City of Pensacola, Florida and the Community Redevelopment Agency (CRA) related to Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2026 in an amount not to exceed \$352,100. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Interlocal Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Teniade Broughton, Council Member

Attachments: *FY 2026 Interlocal Agreement for Community Policing Innovations*

5. 25-1086 APPROVAL OF INTERGOVERNMENTAL COORDINATION AND REVIEW
(ICAR) AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT)

Recommendation: That City Council approve and authorize the Mayor to execute an Intergovernmental Coordination and Review (ICAR) and Public Transportation Collaborative Agreement with the Florida Department of Transportation related to the Florida-Alabama Transportation Planning Organization (TPO). Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Draft Agreement*

6. 25-1165 AWARD OF BID NO. 25-038 - E.S. COBB RESOURCE CENTER
RENOVATIONS AND REPAIRS PROJECT

Recommendation: That City Council award Bid No.25-038 for E.S. Cobb Resource Center Renovation and Repairs to J. Green Construction Services, Inc. of 1208 N. Palafox St, Pensacola, FL 32501, the lowest and most responsible

bidder with a base bid of \$988,775.08 plus a 10% contingency of \$98,877.51 for a total of \$1,087,652.59. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Consultant Recommendation for Project Award Proposal*
Notice of Intent
Bid Tabulation
Contract

7. 25-843 AWARD OF BID NO. 25-041 - 2025 ADA SIDEWALK PROJECT

Recommendation: That City Council award a contract for Bid No. 25-041, 2025 ADA Sidewalk Projects to Gulf Beach Construction, Inc. of Gulf Breeze, Florida, the lowest and most responsible bidder with a base bid of \$145,618.00 plus a Bid Alternate of \$42,225.00 with a 10% contingency of \$18,784.30 for a total of \$206,627.30. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *25-041 Bid Tabulation Sheet*
Base Bid Map
Bid Alternate Map

8. 25-1147 AIRPORT – WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

Recommendation: That City Council approve the write-off of the uncollectible account of former airline, Silver Airways LLC, in the amount of \$115,562.90.

Sponsors: DC Reeves, Mayor

Attachments: *Accounts Receivable Customer Aging Summary Report*

9. 25-1148 AIRPORT – NON-SIGNATORY AIRLINE OPERATING AND TERMINAL BUILDING USE PERMIT

Recommendation: That City Council approve the Airline Operating and Terminal Building Use Permit for non-signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport. Further,

that City Council authorize the Mayor to take the actions necessary to execute and administer the Airline Operating and Terminal Building Use Permit for each non-signatory airline, and to take the actions necessary relating to the finalization of the agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Non-Signatory Airline Operating and Terminal Building Use Permit*

**10. 25-1248 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
PRESIDENT JARED MOORE - DISTRICT 4**

Recommendation: That City Council approve funding of \$500 to Ocean Hour and \$500 to Jayla's Voice from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore, Council President

Attachments: *None*

**11. 25-1270 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-
PRESIDENT ALLISON PATTON - DISTRICT 6**

Recommendation: That City Council approve funding of \$1,000 to Pensacola Habitat for Humanity from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council Vice President

Attachments: *None*

**12. 25-1284 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
DELARIAN WIGGINS - DISTRICT 7**

Recommendation: That City Council approve funding of \$1,000 to the Everett Animal Welfare Group, Inc. from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

**13. 25-1274 APPOINTMENT - ARCHITECTURAL REVIEW BOARD - REGISTERED
ARCHITECT**

Recommendation: That City Council appoint a registered architect to the Architectural Review Board to fill an unexpired two- year term ending September 30, 2026.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
 Nomination Form - Samantha Garrett
 Application of Interest - Samantha Garrett
 Resume - Samantha Garrett
 Nomination Form - R. Scott Holland
 Application of Interest - R. Scott Holland
 Resume - R Scott Holland
 Ballot

- 14.** 25-1166 PROPOSED ORDINANCE NO. 18-25 - AMENDING SECTION 10-4-17 -
 SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL
 GAS

Recommendation: That City Council approve Proposed Ordinance No. 18-25 on first
 reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND
CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE
DATE

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 18-25*
 Proposed Ord No. 18-25 Business Impact Estimate

- 15.** 25-1149 U.S. DEPARTMENT OF TRANSPORTATION - GRANT NO.
 693JJ32540760 - ILLUMINATING SAFETY IN PENSACOLA

Recommendation: That City Council approve the acceptance of the Safe Streets and Roads
 for All grant for the Illuminating Safety in Pensacola project in the
 amount of \$140,800 with a \$35,200 local match for a total grant value of
 \$176,000. Further, that City Council authorize the Mayor to take the
 actions necessary to execute and administer this grant, consistent with
 the terms of the grant and the Mayor's Executive Powers as granted in
 the City Charter. Finally, that City Council adopt a supplemental budget
 resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Illuminating Safety FY24 SS4A Grant Agreement*

- 16.** 25-1153 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-60 - U.S.
 DEPARTMENT OF TRANSPORTATION - GRANT NO. 693JJ32540760 -
 ILLUMINATING SAFETY IN PENSACOLA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-60:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, PROVIDING FOR AN EFFECTIVE DATE

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-60*
Supplemental Budget Explanation No. 2025-60

- 17. 25-1154** PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (PPBEP) - EPA GRANT AGREEMENT NUMBER 01D08220 - TRASH FREE WATERS GRANT PROGRAM

Recommendation: That City Council approve the acceptance of the EPA Grant Agreement Number 01D08220 - Trash Free Waters Grant Program for the purchase of solar trash compactors in the amount of \$30,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *City of Pensacola_Escambia County EPA Trash Free Waters Agreement 08262025*
Solar Trash Compactor Quote Spreadsheet

- 18. 25-1155** SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-61 - ALLOCATION OF THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (PPBEP) - EPA GRANT AGREEMENT NUMBER 01D08220 - TRASH FREE WATERS GRANT PROGRAM

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-61:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-61*
Supplemental Budget Explanation No. 2025-61
City of Pensacola_Escambia County EPA Trash Free Waters Agreement 08262025
Solar Trash Compactor Quote Spreadsheet

- 19. 25-1275** DESIGNATION OF COUNCIL CHAMBERS IN HONOR OF DR. P.C. WU

Recommendation: That City Council designate the Council Chamber in honor of Dr. P.C. Wu.

Sponsors: Jared Moore, Council President

Attachments: None

20. 25-1277 PROPOSED ORDINANCE NO. 16-25 - FUTURE LAND USE MAP AND AMENDMENT - 2907 EAST LEE STREET

Recommendation: That City Council adopt Proposed Ordinance No. 16-25 on second reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Jared Moore, Council President

Attachments: *Proposed Ordinance No. 16-25*
2907 E. Lee Street Maps
Business Impact Estimate
Application_2907 E. Lee Street
DRAFT Planning Board Minutes August 12, 2025
Current FLU
Proposed FLU

21. 25-1278 PROPOSED ORDINANCE NO. 17-25 - ZONING MAP AMENDMENT - 2907 EAST LEE STREET

Recommendation: That City Council adopt Proposed Ordinance No. 17-25 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Jared Moore, Council President

Attachments: *Proposed Ordinance No. 17-25*
2907 E. Lee Street Maps
Business Impact Estimate
Application_2907 E. Lee Street
DRAFT Planning Board Minutes August 12, 2025

Current Zoning
*Proposed Zoning***22. 25-1279** PROPOSED ORDINANCE NO. 13-25 - AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER 12-7. SUBDIVISIONS

Recommendation: That City Council adopt Proposed Ordinance No. 13-25 on second reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN “ADMINISTRATIVE AUTHORITY” AND AN “ADMINISTRATIVE OFFICIAL” IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 13-25*
Proposed Ordinance No. 13-25 Business Impact Estimate
DRAFT Planning Board Minutes - 07.08.2025

23. 25-1282 PROPOSED ORDINANCE NO. 15-25 - AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA - CHAPTER 3-3 PURCHASING

Recommendation: That City Council adopt Proposed Ordinance No. 15-25 on second reading:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 15-25*
Business Impact Estimate Proposed Ordinance No. 15-25

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS**READING OF ITEMS FOR COUNCIL AGENDA****CITY ADMINISTRATOR'S COMMUNICATION****CITY ATTORNEY'S COMMUNICATION****CITY COUNCIL COMMUNICATION****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 #: 25-1255

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT — AFFORDABLE HOUSING ADVISORY COMMITTEE

RECOMMENDATION:

That City Council appoint one individual to the Pensacola Affordable Housing Advisory Committee to fill an unexpired term ending June 30, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The committee shall serve in an advisory capacity and shall minimally perform the review functions stipulated in Section 420.9076, Florida Statutes, including the development of recommendations to the City Council regarding actions to address impediments, create incentives or support expansion of affordable housing opportunities within the City of Pensacola. Said recommendations shall be in the form of a Local Affordable Housing Incentive Plan which shall be presented to the City Council by representatives of the committee.

The following has been nominated:

<u>Nominee</u>	<u>Nominated by</u>
<i>At-Large</i> Angelia Miller	Patton

PRIOR ACTION:

June 12, 2025, City Council made initial appointments to the committee for a term of three years, expiring June 30, 2028.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Angelia Miller
3. Application of Interest - Angelia Miller
4. Resume - Angelia Miller

PRESENTATION: No

Pensacola Affordable Housing Advisory Committee

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Branch, Keith	Residential home building	Council	0	2025	6/30/2028	6/12/2025	3	
Brown, Jr, George Ed	At Large	Council	0	2025	6/30/2028	6/12/2025	3	
Gilmore, Laura L.	Banking or Mortgage	Council	0	2025	6/30/2028	6/12/2025	3	
Goodman, Percy L.	Not for profit provider	Council	0	2025	6/30/2028	6/12/2025	3	
Mays, Deborah L.	Real estate professional	Council	0	2025	6/30/2028	6/12/2025	3	
Neal, Melody	City Resident	Council	0	2025	6/30/2028	7/17/2025	0	
Ritz, Paul	Planning Board Rep	Council	0	2025	6/30/2028	6/12/2025	3	
Scott, Crystal	Adv/low income persons	Council	0	2025	6/30/2028	6/12/2025	3	
Wiggins, Delarian	Council Member Rep	Council	0	2025	6/30/2028	6/12/2025	3	

Term Length: 3 Years

The committee shall serve in an advisory capacity and shall minimally perform the review functions stipulated in Section 420.9076, Florida Statutes, including the development of recommendations to the City Council regarding actions to address impediments, create incentives or support expansion of affordable housing opportunities within the City of Pensacola. Said recommendations shall be in the form of a Local Affordable Housing Incentive Plan which shall be presented to the City Council by representatives of the committee.

Said COMMITTEE shall consist of one (1) elected member of City Council, six (6) representatives from any six of the categories below, and two (2) additional representatives appointed at the discretion of City Council, regardless of whether such representatives meet the criteria of the categories below:

- (1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (3) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (4) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (5) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (6) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (7) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (8) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (9) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (10) A citizen who represents employers within the jurisdiction.
- (11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Allison Patton, do nominate Angelia Miller
(Nominee)

411 E. Intendencia St. 404-358-4477
(Home Address) (Phone)

(Business Address) (Phone)

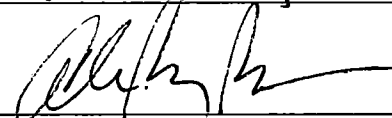
angelia@acmillerinc.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

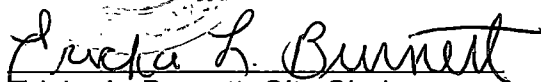
AT LARGE
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Unexpired three-year term ending 6/30/2028)

Provide a brief description of nominee's qualifications:

Angelia has significant expertise in affordable
housing development, including multi family and
senior housing in the Atlanta area. She will bring fresh
ideas and passion to our affordable housing committee


City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.


Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, September 9, 2025 2:05 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Angelia Miller
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Home Address	411 E Intendencia St, Pensacola, Fl. 32502
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Business Address	411 E Intendencia Street, Pensacola, Fl. 32502
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	404.358.4477
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Email Address	angelia@acmillerinc.com
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
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(Section Break)

Details

Are you a City resident?	Yes
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If yes, which district?	6
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If yes, how long have you been a City resident?	Pensacola 1 year
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Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	Affordable Housing
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Please list the reasons for your interest in this position:	I have over 25 years of ID experience in this vertical market. Our company has also completed over 19 multifamily projects for national clients.
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Do you currently serve on a board?	Yes
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If yes, which board(s)?	Seville Historical District HOA
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Do you currently hold a public office?	No
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If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	Yes
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(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)



Angelia C. Miller

CEO, AC Miller Interior Design Services, Inc.
411 E. Intendencia Street, Pensacola, FL 32502

Summary

Passionate advocate for affordable and workforce housing with 20+ years of experience. CEO of AC Miller Interior Design Services, Inc., delivering award-winning design and project management for multifamily and senior living communities nationwide.

Key Achievements

- Partnered with Signature Management, Greystone, Integral, SunTrust, and the Atlanta Housing Authority on 12+ multifamily, senior living, and affordable housing communities.
- Delivered full-service interior and exterior design including specifications, interior elevations, FF&E procurement/installation, signage, outdoor amenity design, renderings, and project management.
- Led award-winning projects, including AARP First Place Award and Atlanta Home Builders Association First Place Award.
- Notable projects include Alexander Ridge, Alexander Trace, The Veranda at College Town (active adult community), and multiple Atlanta Housing Authority communities.

Skills & Competencies

Affordable housing development expertise • Strategic planning for workforce housing • Private–public collaboration • Project management • Design for durability, accessibility, and livability

Community Involvement

Longstanding advocate for affordable and workforce housing in the Pensacola area. Frequent collaboration with public and private sector to improve housing quality.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1257

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

RECOMMENDATION:

That City Council appoint a Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, a property or business owner within the Palafox Historic Business District, and a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two (2) years, expiring September 30, 2027.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Architectural Review Board approves or disapproves plan for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation district and governmental center district.

The following have been nominated or are incumbents that wish to be considered for reappointment:

Nominee: Nominated by:

Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

Sarah A. Sisson Patton

Property Or Business Owner Within the Palafox Historic Business District

William Brantley Incumbent

Resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

George R. Mead, II Incumbent

PRIOR ACTION:

City Council makes appointments to this board on an annual basis.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - William Brantley
3. Resume - William Brantley
4. Application of Interest - George Mead
5. Nomination Form - Sarah A. Sisson
6. Application of Interest - Sarah A Sisson

PRESENTATION: No

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Brantley, William	Business Owner-PHBD	Council	0	2025	9/30/2025	9/26/2024	2	
Courtney, Lou M.	Resident-Old East Hill	Council	1	2025	9/30/2025	8/12/2021	2	
Del Gallo, David	Contractor/Rep UWFHT	Council	0	2025	9/30/2026	9/26/2024	2	
Fisher, Scott	Cabinet Bus./Rep.UWFHT	Council	0	2025	9/30/2026	9/26/2024	2	
Mead, II, George R.	Resident-North Hill	Council	5	2025	9/30/2025	9/26/2013	2	
Ramos, Yuri L.	Architect	Council	2	2025	9/30/2026	9/10/2020	2	
VACANT, VACANT	Architect	Council	2	2025	9/30/2026	9/10/2020	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) nominated by the University of West Florida Historic Trust, each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, August 11, 2025 1:21 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	William Brantley
Home Address	1825 Whaley Avenue Pensacola, FL 32503
Business Address	SMP Architecture 205 E Intendencia Street Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	850-982-9042

Email Address	william@smp-arch.com
Upload Resume (optional)	Resume_WilliamBrantley.pdf
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	6
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Architectural Review Board (ARB)
Please list the reasons for your interest in this position:	As a member of the ARB, I hope to provide design feedback that encourages investment in our historic downtown and neighborhoods. New development, historic restoration and adaptive reuse projects in our historic city should: 1) Compliment and contribute to the character of their surrounding neighborhood. 2) Incorporate design features that add interest to our streetscapes and promote walkability. 3) Add value to the neighborhood, facilitating continued investment in the area. I hope to offer well articulated guidance that makes the ARB approval process enjoyable for applicants and ensures projects meet the intent and goals of the design guidelines.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Architectural Review Board (ARB)
Do you currently hold a public office?	No

If so, what office?	Field not completed.
---------------------	----------------------

Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
--------	------

Race	Caucasian
------	-----------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)





WILLIAM BRANTLEY AIA NCARB

Principal, SMP Architecture

A Pensacola native, William's interest in architecture originated building tree forts as a child. An avid traveler, William was increasingly drawn to the profession as he recognized how much impact the built environment influences the lifestyle and reflects the culture of the places one experiences. William began his professional career with TVS, one of the nation's top design firms based in Atlanta, and has worked on a wide range of project types both domestic and international. With a diverse background in urban design, architecture, and interiors, William approaches each project holistically. Over his career, William gravitated towards urban infill projects. He thrives on the complexities of these projects and appreciates the "redevelopment" opportunity to improve the existing urban fabric of our cities. After seven years working with TVS, William returned to SMP Architecture in 2019 with the goal to spend the rest of his career focused on the betterment of Pensacola.

EDUCATION

Clemson University
BA Architecture

University of Tennessee Knoxville
Master of Architecture

PROFESSIONAL REGISTRATION

Architectural Licensure

- **Florida AR98472**
 - Alabama 8636
- NCARB - Certified

SELECTED EXPERIENCE

CoastAL Orange Beach, AL

New construction, 40,900 SF restaurant and retail space, 2 stories.
Construction cost \$22M, Completed 2023.

Maritime Place Pensacola, FL

New construction, 75,000 SF office building, 4 stories. Construction Cost \$9.3M, Completed 2014

Hawkshaw Pensacola, FL

New construction, 156,884 SF mixed-use development. 55 residences and 23,000 SF of restaurant, retail, and fitness space. Construction Cost \$30M, In Progress

Bodacious Olive Pensacola, FL

Adaptive Reuse, 5,000 SF specialty retail. Completed 2012

Charlotte Convention Center Charlotte, NC

Expansion/renovation, 100,000 SF expansion providing 15 new meeting rooms atop the existing exhibit hall roof and a landscaped pedestrian bridge connecting to an adjacent light rail stop. Construction Cost \$110M, Completed 2020 (while working at tvsdesign)

North Avenue Presbyterian Church Atlanta, GA

Expansion/renovation connecting three existing structures built in 1900, 1927, and 1960. Project provides a new hospitality hall and event space. 60,000 SF, Construction Cost \$16M, Completed 2018 (while working at tvsdesign)

West China International Expo City Chengdu, Sichuan

New construction, 4,844,000 SF exhibition center. \$1.4B, Completed 2018 (while working at tvsdesign)

Reflection St. Petersburg, FL

New construction, 356,990 SF mixed-use tower, 88 residences with ground level retail. Construction Cost \$52M, Under Construction

501 & 503 N Tarragona Residences Pensacola, FL

New construction, 2 single family residences (spec houses) within the Urban Design Overlay District, Under construction



Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, August 21, 2025 12:00 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	George Mead
------	-------------

Home Address	1009 N Reus St
--------------	----------------

Business Address	350 W. Cedar St, Suite 100
------------------	----------------------------

To which address do you prefer we send correspondence regarding this application?	Business
---	----------

Preferred Contact Phone Number(s)	8504343541
-----------------------------------	------------

Email Address	emead@mhw-law.com
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	6
-------------------------	---

If yes, how long have you been a City resident?	49 years
---	----------

Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	Architectural Review Board
-----------------------	----------------------------

Please list the reasons for your interest in this position:	Interest in architecture, urban development and historic and architectural preservation
---	---

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	Architectural Review Board
-------------------------	----------------------------

Do you currently hold a public office?	No
--	----

If so, what office?	<i>Field not completed.</i>
---------------------	-----------------------------

Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Allison Patton, do nominate Sarah A. Sisson
(Nominee)

412 E. Jackson St
(Home Address)

813-841-0342
(Phone)

(Business Address)

(Phone)

sissonarch@gmail.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

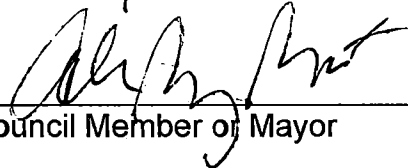
for appointment by the City Council for the position of:

**RESIDENT PROPERTY OWNER OF THE PENSACOLA HISTORIC DISTRICT, NORTH HILL
PRESERVATION DISTRICT OR OLD EAST HILL PRESERVATION DISTRICT**

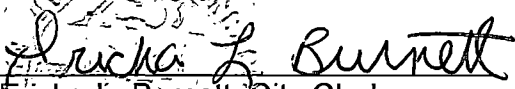
**ARCHITECTURAL REVIEW BOARD
(Two-year term ending 9/30/27)**

Provide a brief description of nominee's qualifications:

Sarah lives in the Old East Hill Preservation District.
She has served as the Architectural Advisor
for the Overlay District and has an interest in
continuing to serve the Community on the ARB


City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.


Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, June 11, 2025 11:32 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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(Section Break)

Personal Information

Name	Sarah A Sisson
Home Address	412 E Jackson St
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8138410342
Email Address	sissonarch@gmail.com

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	6
-------------------------	---

If yes, how long have you been a City resident?	Pensacola
---	-----------

Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	Architectural Review Board (ARB)
-----------------------	----------------------------------

Please list the reasons for your interest in this position:	I previously held the position of Architectural Advisor for the Overlay District, and really enjoyed being involved on the City Planning Level. I am very passionate about the architecture & history of this town, and I want to be involved on a professional & civic level.
---	--

Do you currently serve on a board?	No
------------------------------------	----

If yes, which board(s)?	<i>Field not completed.</i>
-------------------------	-----------------------------

Do you currently hold a public office?	No
--	----

If so, what office?	<i>Field not completed.</i>
---------------------	-----------------------------

Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
--------	--------

Race	Caucasian
------	-----------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1164

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FRATERNAL ORDER OF POLICE (FOP) PROPOSED POLICE LIEUTENANTS'
COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council ratify the Proposed Police Lieutenants' Collective Bargaining Agreement between the City of Pensacola and the Fraternal Order of Police.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

The City has been in negotiations with the Fraternal Order of Police (FOP), since April, 2025, for an agreement for the Fiscal Years 2025 - 2027. A tentative agreement was reached in July, 2025 and ratified by members of the bargaining unit. The final step in the adoption of the agreement is the ratification by City Council.

The negotiated changes include the following:

- Including a provision that every member of the bargaining unit is eligible for 1 hour of paid time daily to work out at the Police Department gym during their work time with workload permitting.
- Increasing the reimbursement for a watch or cell phone to \$500, for sunglasses to \$150 and for all other select property to \$300.
- Increasing the allowance for those members required to wear business attire during duty hours to \$300 paid quarterly.
- Increasing the allowance for those members of Vice, Narcotics or the Tactical Unit who are required to wear non-uniform type clothing during duty hours to \$300 paid quarterly.
- Basic life insurance coverage will increase from \$10,000 to \$25,000. (This change affects all City employees.)
- The negotiated changes include increasing the pay range for members of the

bargaining unit as follows:

- Effective 10/28/24, the maximum pay for members of the unit will change from 10% greater than the highest paid Sergeant to \$104,000. This will increase the 11 lieutenants from between \$93,850 and \$97,011 to \$104,000.
- Wage rates for members will change as follows:
- In Years 2 and 3, effective October 1, 2025, and 2026 respectively, salaries will increase 3% each year.
- Members at the cap of the salary range will not receive any increase either to their base pay or as a lump-sum payment.
- Officers who complete at least 2 years of continuous service in grade will receive senior pay equal to 5% of base salary. Additional increments of 5% of base salary will be received for lieutenants who reach 4 years, 6 years and 8 years of service in grade respectively. Merit pay will be eliminated from the contract.
- SWAT team operators will receive an additional stipend of \$1,500 annually. Other SWAT personnel will receive an additional stipend of \$500 annually.
- There will be no changes to the pension or holidays.

PRIOR ACTION:

September 23, 2021 - City Council approved Fraternal Order of Police (FOP) Lieutenants' Collective Bargaining Agreement

FUNDING:

Fund	Year 1	Year 2	Year 3	Total
General	\$154,033	\$82,917	\$39,364	\$276,314
Total	\$154,033	\$92,917	\$39,364	\$276,314

FINANCIAL IMPACT:

The total financial impact for the changes to this contract will be an estimated \$276,314. These figures include benefits excluding the contribution to the Police pension which will be itemized in the next actuarial valuation of the pension. Year 1 costs are retroactive to October 28, 2024 and will be absorbed within the FY25 budget. The FY26 increase will be funded from the General Fund fund balance.

Future year costs will be budgeted in the annual budget for that year.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator

Amy Lovoy, Finance Director
Kristen Brown, Acting Police Chief
Ted Kirchharr, Human Resources Director

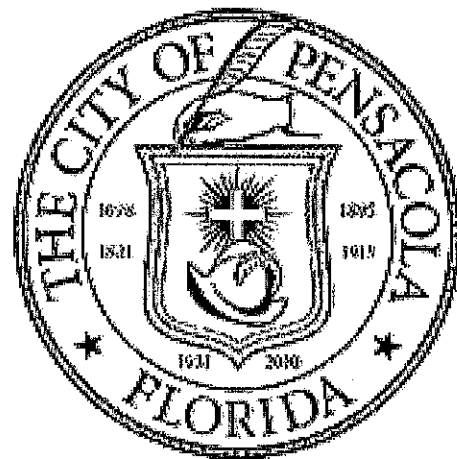
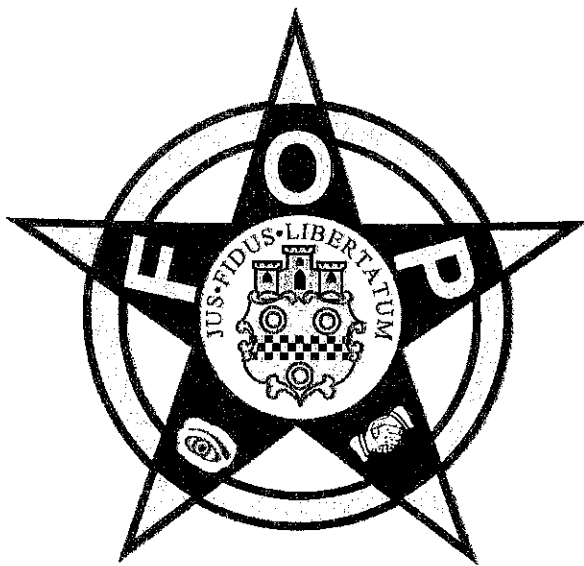
ATTACHMENTS:

1. FOP Lieutenants Proposed Collective Bargaining Agreement

PRESENTATION: No

AGREEMENT BETWEEN
CITY OF PENSACOLA
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE,
INC.

Police Lieutenants
Beginning October 1, 2024
Through and Including
September 30, 2027



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ARTICLE 1 PREAMBLE TO AGREEMENT

This Agreement is made and entered into between the City of Pensacola, Florida, hereafter referred to as the “**Employer**,” and the Florida State Fraternal Order of Police, Inc., hereafter referred to as the, “**F.O.P.**,” the “**Union**.”

ARTICLE 2 PURPOSE AND INTENT

- 2.1 The purpose of this Agreement is to secure an efficient and professional relationship between the parties hereto, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic and full agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment. It is mutually understood and declared to be the public policy of the **Employer** and the **F.O.P.** to promote harmonious and cooperative relationships between the **Employer** and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The **Employer** and the **F.O.P.** also agree to promote and abide by the department’s Core Values and Mission Statement. (Attachment A)

ARTICLE 3 RECOGNITION

- 3.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the **Employer** recognizes the **F.O.P.** as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions for employment of the public employees as defined by PERC in the Certification 1664.
- 3.2 It is further understood and agreed that a Staff Representative of the Florida State Lodge Fraternal Order of Police, Inc. will be the official spokesman of the **F.O.P.** in any matter between the **F.O.P.** and the **Employer**.

ARTICLE 4 DEFINITIONS

- 4.1 “Day” shall mean a calendar day unless otherwise specified in this Agreement.
- 4.2 References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 4.3 PERC – Public Employee Relations Commission.
- 4.4 “Tobacco products” includes the use of e-cigarettes (vaping).
- 4.5 Grievance - a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation

and the remedy sought.

- 4.6 “Unfounded” – Found event to not have occurred.
- 4.7 “Exonerated” – Found event to have occurred but was legally authorized by Statute or policy.
- 4.8 “Sustained” – Found event to have occurred.
- 4.9 “Not Sustained” – Unable to determine if event occurred.
- 4.10 “Informal discipline” – includes written or verbal reprimands, memoranda or similar action.
- 4.11 “Formal Discipline” – includes demotions, dismissals, suspensions or similar actions.

ARTICLE 5 RESIDENCE

- 5.1 All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida. Exceptions to this article may be granted by the Mayor or designee, or by the Police Chief.

ARTICLE 6 SECURITY AND CHECK-OFF

- 6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the **Employer** will deduct from the employee’s pay the amount owed to the **F.O.P.** by such employee for dues. There will be twenty-six (26) deductions per year. The **Employer** will remit such sums to the **F.O.P.** no later than the tenth (10th) day of the month following such deductions. The **F.O.P.** will certify any changes in the membership dues rate to the **Employer** in writing over the signature of the authorized officer or officers of the **F.O.P.** at least thirty (30) days in advance of the effective date of such change. The **Employer’s** remittance will be deemed correct if the **F.O.P.** does not notify the **Employer** in writing within two (2) weeks of its receipt.
- 6.2 The **F.O.P.** agrees that there shall be no liability on the part of the **Employer** for the collection of any unpaid dues which may be due the **F.O.P.** from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the time that dues are to be deducted from which to make such deduction. The **F.O.P.** shall indemnify and save the **Employer** harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney’s fees that may be incurred or necessitated by reason of action taken or not taken by the **Employer** for the purpose of complying with any of the provisions of this Article.
- 6.3 The **Employer** shall not be required to collect **F.O.P.** dues in arrears. Any change in dues made by the **F.O.P.** will be made effective after a thirty (30) day written notice by the **F.O.P.** to the **Employer** and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.

- 6.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee's earnings after withholdings for that payroll period are less than the amount of dues to be checked off.

ARTICLE 7 NO STRIKE CLAUSE

- 7.1 The **F.O.P.** and its officers, representatives and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work, intentional interruption of **Employer** operations, or similar activities during the terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage of work, intentional interruptions of **Employer** operations or similar activities was violated by the employee to be discharged or otherwise disciplined

ARTICLE 8 WORK RULES

8.1 Notice and Scheduling of In-Service Training

It shall be the policy of the Police Chief whenever possible to give at least ten (10) working days' notice to employees scheduled for in-service training. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

8.2 Transfers

It shall be the sole right of the Police Chief to transfer employees between any subsections of the organization. Employees shall be notified at least twenty-one (21) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment. Employees may voluntarily waive the twenty-one (21) day notice by submitting a letter to the Chief of Police.

8.3 Administrative Leave without Loss of Pay

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Police Chief as approved by the Mayor or designee.

8.4 Re-issuance of Conflicting Written Directives

On or before sixty days (60) days after the ratification date of this Agreement, both parties will make a reasonable effort to review existing policies and procedures in order to identify those that are in conflict with the terms and provisions of this Agreement. Those policies that are identified to be in conflict will be made to conform with terms and provisions of this Agreement.

ARTICLE 9 MANAGEMENT RIGHTS

- 9.1 Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the **Employer** prior to this Agreement are retained by the **Employer**, and may be exercised without prior notice to or consultation with the Union.
- 9.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the **Employer** to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:
- A. To manage the police department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
 - B. To determine the purpose and functions of the police department in its constituent divisions, bureaus and units.
 - C. To perform those duties and exercise those responsibilities which are assigned to the **Employer** by federal and state law, or by City ordinance.
 - D. To determine and adopt the policies and procedures, standards, rules and regulations as they are deemed by the **Employer** to be necessary for the operation and/or improvement of the Pensacola Police department, and to manage and direct management, administrative, supervisory and other personnel. The **Employer** will act in accordance with the agreement on these matters.
 - E. To alter or vary past practices and otherwise to take such measures as the **Employer** may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.
 - F. To set the methods, means of operations and standards of services to be offered by the police department and to contract such operations/services to the extent deemed practical and feasible by the **Employer** in its sole discretion.
 - G. To determine and re-determine job content, workload and work force size.
 - H. To decide the number, location, design, and maintenance of the police department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the **Employer**.
 - I. To determine the qualifications of all employees of the police department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the police department consistent with the existing provisions of law, Personnel Administration Policy and terms of this Agreement.
 - J. To discharge, demote, or suspend any employee of the police department, or to relieve such employees from duty, and to take other disciplinary action against such employees, for just cause.
 - K. To establish, implement and maintain an effective internal security practice.
- 9.3 If, in the discretion of the Mayor or designee or his designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the **Employer**

during the time of the declared emergency, with the exception of pay scales and benefits.

- 9.4 The Union recognizes that the **Employer** and the police department have certain obligations to comply with federal, state and local laws, ordinances. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- 9.5 The **Employer** hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States, as well as the Charter of the City of Pensacola.
- 9.6 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Mayor or designee, as provided by law.

ARTICLE 10 BILL OF RIGHTS

- 10.1 Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason, which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted in accordance with F.S.S. 112.531-112.536.
 - (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer of agency.
 - (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.
 - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.

- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - (f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
 - (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
 - (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
 - (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement.
 - (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.
- 10.2 The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Professional Standards section of the disposition of the complaint or allegation upon the conclusion of the investigation. For active employees, the investigation shall be concluded and the officer shall be notified in writing with the finding of sustained, not sustained, exonerated, or unfounded.
- 10.3 The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non- incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- 10.4 The parties acknowledge that there is very little established law interpreting the statutory provisions recited in Section 10.1, above. If an arbitrator is called upon to resolve an appeal from a grievance by interpreting a provision of Section 10.1 where there is no judicial or statutory guidance, if the arbitrator determines that the

employer's interpretation is a reasonable one, that interpretation shall be applied.

- 10.5 Article 11 shall include F.S. 112. Sec. 532-534 as amended from time to time by the Florida Legislature.

ARTICLE 11 DISCIPLINE & DISCHARGE

- 11.1 All discipline taken against any bargaining unit employee shall be for just cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Pensacola Personnel Rules and Regulations, Pensacola Police Department Personnel Rules and Regulations, and Pensacola Police Department General Orders as they exist at the time of the action is taken.
- 11.2 Police Lieutenants shall have the rights provided by Florida Statutes.
- 11.3 Police Lieutenants shall have the option of utilizing the current Personnel Administration Policy appeal Rights and Procedures or the Grievance Procedure established by this contract, but such employee cannot use both.

ARTICLE 12 EMERGENCY SUSPENSION

- 12.1 Any person holding the rank of Sergeant or above shall have the authority to impose emergency suspension with pay until the next business day against a member when it appears that such action is in the best interest of the department.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 General

The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the **Employer** and employee or group of employees involving the interpretation or application of this Agreement. An employee covered by this Agreement shall have the right to be represented by the **F.O.P.**, or may waive such right, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

13.2 Definition

A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.

- 13.3 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the **Employer** and the **F.O.P.** (or the employee if

appropriate) that is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.

- 13.4 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.
- 13.5 Any grievance that is filed by or on behalf of a bargaining unit member shall be filed on the approved Grievance Form which is attached at "Attachment B".
- 13.6 **Step 1.** Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to their Captain/Division Commander. This Captain/Division Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The immediate supervisor shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than five (5) days following the Step 1 meeting.
- 13.7 **Step 2.** If the grievance is not settled at the first step, the grievant may present the grievance to the Police Chief. The grievance must be presented to the Police Chief within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Police Chief shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Police Chief shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than five (5) days following the Step 2 meeting.
- 13.8 **Arbitration**
- A. If the grievance is not settled in accordance with this Article, the **F.O.P.** (on behalf of the grievant) may request arbitration, by providing a written request to the City of Pensacola Human Resources Director or his/her designee not later than thirty (30) days after receipt of the Step 2 response or, if a timely Step 2 response is not received, within thirty (30) days from the day the Step 2 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by City of Pensacola Human Resources Director or his/her designee within the thirty (30) day limit, the **Employer's** Step 2 response shall be final and binding upon the grievant and the **F.O.P.**
- B The parties to this Agreement will request that an impartial neutral panel of seven (7) arbitrators that reside in the State of Florida from the Federal Mediation and Conciliation Service be assigned to hear the matter. The parties may mutually agree

to select an arbitrator without utilizing FMCS. However, if they can't mutually agree on an arbitrator within a reasonable amount of time then the parties will utilize FMCS. This Grievance procedure and the arbitration shall be exclusive to the **F.O.P.** Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of the Agreement.

(1) **Arbitrability:** Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree that the non-prevailing party at the arbitrability hearing shall be solely liable for the arbitrator's fees not to exceed \$1,000.00 and if said arbitrator's fee exceeds \$1,000.00 then that excess amount shall be equally split between the parties and attorney's fees of the prevailing party up to \$500.00. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. All testimony given at the arbitration hearing shall be under oath.
- E. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- F. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- G. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- H. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- I. Any event that occurred or failed to occur prior to the effective date of this

Agreement shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

- J. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- K. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- L. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the **Employer** as provided by Chapter 447, Florida Statutes, and the Charter of the City of Pensacola shall not be usurped in any manner unless specifically amended or modified by this Agreement.
- M. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.
- N. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.

ARTICLE 14 FILES

- 14.1 All files maintained by the City of Pensacola concerning any law enforcement personnel covered by this collective bargaining agreement will, upon written request to the Chief of Police, be purged in accordance with state law.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary proceeding.

Upon the completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s). If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

- 14.2 The **Employer** will comply with applicable court orders and Florida Statutes, regarding the release of home address, telephone number, social security number, or photograph of active enforcement personnel.

It shall be the right of any bargaining unit member, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Human Resources Director and

Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

ARTICLE 15 TOBACCO USAGE

- 15.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 15.2 After September 9, 2003, the City will hire as police only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.
- 15.3 All bargaining unit employees who were hired before September 9, 2003, shall not smoke or use tobacco products on duty while in direct contact with the public, when in uniform in public view, in city vehicles, or in any area designated as a "tobacco free" area.
- 15.4 Employees covered by this agreement are discouraged from tobacco usage and the City agrees to make reasonably available courses to help stop the use of tobacco for those employees wishing to quit.

ARTICLE 16 SAFETY AND HEALTH

- 16.1 The **Employer** agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The **Employer** and the **F.O.P.** will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 16.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the **Employer** in accordance with established safety practices. Such practices may be improved from time to time by the **Employer** and the **F.O.P.** Such protective devices, apparel, and equipment, when provided by the **Employer**, shall be encouraged to be used.
- 16.3 Employees involved in specialized activities within the Department requiring the use of specialized equipment (i.e. self-contained breathing apparatus) may be required to undergo an applicable periodic physical examination to determine fitness to wear the required equipment.

ARTICLE 17 FITNESS FOR DUTY

- 17.1 All members of the Department shall maintain good physical condition so they can handle the strenuous physical contacts often required of a law enforcement officer.
- 17.2 All members of the Department are eligible for one (1) hour of paid time, not including their break to work out at the Police Department Gym during their shift workload permitting.

ARTICLE 18
COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES

The City and the **F.O.P.** agree to follow the provisions of the Florida Drug Free Workplace Act, Florida Statutes 112.0455, except as modified by Attachment C to this Agreement.

ARTICLE 19
EMPLOYEE BENEFITS

19.1 Death Benefits

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

19.2 Training and Education

A. Training and Travel Policy

All requests for training/travel should be submitted on the Request/Report of Training and Travel Funds Form (PF-210PC) ("Training and Travel Form").

Requests for training and travel must be **pre-approved** by the Department Director or designee on the Training and Travel Form. Training and travel requests for Department Directors must be **pre-approved** by the City Administrator or designee on the Training and Travel Form. In addition, employees, who are not regular, full-time employees of the City, must obtain Training and Travel pre-approval from the Human Resources Director or designee. Reimbursement by the City may be denied absent advanced approval.

The Training and Travel Form must include all expenses and list all RPs billed or paid separately and have all required signatures. If funds are being requested in advance, the Training and Travel Form should be submitted to the Financial Services Department for check processing at least fifteen (15) days prior to travel.

Reconciliation of the Training and Travel Form is due within ten (10) working days after return. The reconciled Training and Travel Form must be signed by the employee and submitted to the Department Director for approval and signature. The reconciled Training and Travel form for Department Directors must be approved and signed by the City Administrator or designee. The City's Finance Director will review and determine if the reconciliation should be approved for reimbursement. The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

Expenses are calculated as follows:

Hotel/Motel:	Single, at cost (double at single rate is acceptable). Receipt required. City does not pay Florida State Sales
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Tax on lodging within the state.

M&IE: General Services Administration (GSA) per diem rates for the travel destination city shall be used. GSA per diem rates are for meals and incidental expenses (M&IE) when total travel and training time exceeds 12 hours. No M&IE per diem is allowable for total travel and training time that is 12 hours or less. M&IE per diem rates for travel destination cities are available on the GSA website at www.gsa.gov/perdiem. The Breakdown of M&IE per diem rates for the first and last day of travel shall be utilized. Incidental expenses incorporated in the M&IE per diem include but are not limited to all tips given to parking attendants, porters, baggage carriers and hotel staff.

Transportation: *Airfare:* reimbursed at cost for coach fare only; receipt required.
City vehicle: reimbursement for fuel at cost for travel within the State of Florida only; receipts required.
Private vehicle: reimbursement at mileage rate set by City, not to exceed cost of airfare and ground transportation. Form PF210PC reflects mileage rate.
Cabs, buses, taxis, parking: reimbursed at cost; receipt required.

Tuition/Registration: Reimbursed at cost; receipt required.

Baggage: When an airline charges a fee for baggage, reimbursement will be made at cost for one bag only; if the first bag is free, no reimbursement will be made. If your personal bag exceeds the restrictions and you are charged extra, the City will not reimburse.

Fly vs Drive: If flying is less expensive than driving and the employee chooses to drive, the mileage reimbursement may be limited to the airfare and ground transportation calculation. As a tip - when comparing flying to driving, the flight cost should be based on departure in and out of the Pensacola International Airport given your flight parameters with at least two weeks' advanced ticketing.

An accounting of monies is required within 10 working days after return. Itemized receipts must accompany report of funds spent. In the event that the 10 working day settlement cannot be met, the employee will be precluded from receiving advances and/or reimbursements for subsequent travel until settlement of the previous trip.

The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

B. Educational Reimbursement Plan

The educational reimbursement program encourages personal development through formal

education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees in a position with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Director for approval prior to class registration. The Director will determine if funds have been budgeted and are currently available in the Department's budget. The City will budget \$30,000 toward the educational reimbursement annual total for members of the all three FOP collective bargaining units (Officer, Sgt, and Lt). If 75% of the funds are allocated during a fiscal year, the Pensacola Police Department Budget and Planning Specialist will notify the FOP Lodge 71 President. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Director to the Human Resources Department, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Department Director to be forwarded to the Human Resources Director for final review and payment.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better. If a collective bargaining unit member receives payment from another source, the City will only reimburse the amount of tuition not otherwise covered.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such

balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

(1) **Required Courses**

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

(2) **Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. Department Directors will be the signing authority on determining if a course is job related, along with review by the Human Resources Director for reimbursement purposes.

(3) **Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

(4) **High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

(5) **Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

19.3 **Reimbursement for Use of Personal Vehicle**

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed as prescribed by Section 20.2.

19.4 Comprehensive Medical Coverage

The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

19.5 The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

**ARTICLE 20
TRAINING ATTENDANCE**

20.1 Policy

It is the policy of the Pensacola Police Department that its employees be properly trained. Training should be a continuous process throughout the career of individual employees, and should develop specialized skills and knowledge within the framework of a police generalist. Training attendance shall be within the framework of Department procedures.

20.2 Procedure

A. Mandatory Training

1. This is training an officer/employee is directed by the Department to attend.
2. It is the responsibility of an immediate supervisor to:
 - a. Reschedule days off so as not to conflict with attendance whenever possible.
 - b. When rescheduling is not possible, compensatory time shall be given and forwarded through proper channels.
3. All employees who attend mandatory training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the Department for all tuition expenses incurred by the Department on their behalf.

B. Out-of-Town Specialized Training

1. An officer/employee may submit their name for consideration to attend a particular specialized "out-of-town training," which is not designated for salary incentive.

2. If the training is approved, it is the responsibility of the officer/employee's immediate supervisor to:
 - a. Carry the attending employee on the payroll as "Special" and name the type of training.
 - b. Carry the attending employee on the payroll as "Day off" when their regular off days fall during the time of absence.
 - c. Whenever possible, reschedule off-duty days to compensate for applicable travel time.
3. It is the responsibility of an attending employee to:
 - a. Furnish a training course application that has been sent through the chain of command and a copy of the training announcement to Training at least 30 days prior to the requested training.
 - b. Furnish Training with required receipts (hotel, gas, tuition, airfare, etc.), within five days of completing the requested training.
4. Reimbursements for training and travel are based on the policy guidelines set forth in the City of Pensacola Human Resources Policy Manual, Section 3- 14.
5. All employees who attend specialized training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the Department for all tuition expenses incurred by the Department on their behalf.

C. Voluntary Training

1. Voluntary training is any training an officer/employee may attend at any training institution on their off-duty time.
2. No compensatory time or overtime will be authorized while the officer/employee attends voluntary training.
3. Employees who wish to attend approved job-related training on their own time will clear enrollment and paperwork through the Department's Training section.
4. Employees who wish to further their education to the highest level possible may do so while off-duty and receive reimbursement under the City of Pensacola's Education Plan.
5. All employees who attend voluntary training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee, shall reimburse the Department for all tuition expenses incurred by the Department on their behalf.

- D. If the interpretation of the above provisions are perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

ARTICLE 21 UNIFORMS & EQUIPMENT

- 21.1 The **Employer** shall furnish uniform(s) to all sworn personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Pensacola Police Department. Uniforms shall include all necessary equipment for the officer's performance of duty as a police officer including weapons, leather goods, foul weather gear, boots, cold weather gear and safety equipment, except socks and under garments.
- 21.2 (a) The **Employer** will pay for the repair or replacement of property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 21.2 (b) through (e).
- (b) Any **Employer**-issued uniforms or equipment and any employee-owned personal property (as defined in Section 21.2 (c)), damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the **Employer** at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief.
- (c) **Employee**-owned personal property is defined as that personal property necessary for the performance of official duties, prescription eye glasses, contact lenses, watches, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (e) In no event will the **Employer** pay more than five hundred dollars (\$500) for a watch or a cell phone, one hundred fifty (\$150) for any pair of sunglasses, and three hundred dollars (\$300) to repair or replace all other property listed in Section 21.2 (c).
- 21.3 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Police Chief.
- 21.4 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing

allowance of three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

- 21.5 Employees in the Vice & Narcotics, and Tactical Unit who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

ARTICLE 22 MISCELLANEOUS PROVISIONS

- 22.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arises from their official duties, the **Employer** hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.

ARTICLE 23 SECONDARY EMPLOYMENT

- 23.1 Off-duty employment of a security nature conducted according to the procedures set forth below is authorized by the Pensacola Police Department because it confers a substantial benefit upon citizens by allowing an expanded law enforcement presence at minimal expense to the City.

However, officers engaged in off-duty security employment should remain constantly aware that they are law enforcement officers utilizing equipment provided by the City of Pensacola while engaging in such activities, and they are perceived by the public as on-duty officers. Therefore, all officers are directed to conduct their behavior while working off-duty in exactly the same manner and following all applicable policies and procedures as though they were working on their scheduled tour of duty. The compensation is provided by an entity other than the City of Pensacola does not diminish an officer's responsibilities and can never be allowed to present a conflict of interest between the entity providing compensation and the paramount responsibility as a police officer.

Under no circumstance will any officer working off-duty disregard any law enforcement responsibility or violate any policy or procedure of the Pensacola Police Department at the request or at the direction of an off-duty employee. Independent judgment as a law enforcement officer must prevail in every situation.

A police officer is authorized by Florida Law (F.S.S. 790.052) during off-duty hours – at discretion of their superior officer – to perform law enforcement functions normally performed during work hours. Pensacola Police officers are authorized by the Police Chief to carry firearms off-duty and to perform law enforcement functions for off-duty employment normally performed during duty hours.

Members engaging in permanent business or employment shall submit a request for permission to do so to the Police Chief.

23.2 Procedure

I. Police Related Employment

- a. Temporary (city property)**
 - i. Shall be coordinated through the designee of the Police Chief.
 - ii. Responsibilities of the designee of the Police Chief are to:
 - 1. Provide names of volunteers for each event based upon the order of request to participate.
 - 2. Provide for wages and working conditions consistent with the law enforcement function.
 - 3. Provide for notification of the Communication Center when officers report for their tour of duty.
- b. Temporary (non-city property)**
 - i. May be coordinated by the individual member involved.
 - ii. Responsibilities of the coordinator are to:
 - 1. Provide for wages and working conditions consistent with the law enforcement function.
 - 2. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.
- c. Permanent**
 - i. This employment spans more than three calendar days within a six (6) month period
 - ii. It may be coordinated by the individual member involved.
 - iii. Responsibilities of the coordinator are to:
 - 1. Provide for wages and working conditions consistent with the law enforcement function.
 - 2. Complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola's Personnel Administration Board prior to the initial date of employment.
 - 3. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

II. Non-Police Related Employment

- a.** This shall confirm to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.
 - i. Temporary work spans three days or less within a six (6) month period.
 - ii. Shall be coordinated by the individual member involved.
 - iii. Not required to notify the Communication Center.
- b.** Permanent work spans more than three calendar days within a six (6) month period.
 - i. Shall be coordinated by the individual member involved.

- ii. Individual member shall complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Personnel Administration Board prior to initial date of employment.

III. Administration

a. Coordination of effort

- i. All requests for police related off-duty employment, where two or more officers will be involved, shall have prior approval from the designee of the Police Chief.
- ii. The coordinator of such events shall review the request with the designee of the Chief of Police prior to the outside employer.

b. Forms

- i. The City of Pensacola Outside Employment Form – PF-405 shall be submitted prior to the date of employment through the proper chain of command to the designee of the Chief of Police.
- ii. The City of Pensacola Termination of Outside Employment Form – PF-406 shall be submitted within two weeks of final termination of employment through the proper chain of command to the designee of the Police Chief.

c. Communications Center

- i. The Communications Center shall immediately notify the shift commander of personnel working off-duty in a police related position. This information shall include:
 - 1. Radio number.
 - 2. Permanent ID number
 - 3. Location of employment
 - 4. Hours of employment
 - 5. Vehicle number
- ii. The Communication Center shall keep a permanent record of all off-duty information provided to them and shall print a list of such information every night at midnight to be forwarded to the designee of the Police Chief.

d. Supervisor notification

- i. An on-duty patrol shift supervisor shall be notified immediately of any incident requiring official police action.
- ii. Any police action required of an officer working in an off-duty position shall change the status of the position to that of an on-duty position.
- iii. Any officer involved in circumstances that change the status of a position to on-duty shall complete proper forms for overtime compensation.

e. Length of tour of off-duty employment

- i. No officer shall accept off-duty employment for a period of time that would reduce their alertness and/or effectiveness as a law enforcement officer to a point where they present a danger to themselves or others.
- ii. It shall be the responsibility of the immediate supervisor (i.e., sergeant for police officers, lieutenant for sergeants) to determine if their subordinates are fit for duty.
- iii. When this issue is raised, the officer making the determination shall take into consideration the total on-duty and off-duty hours that have been worked within the last sixteen (16) hours.
- iv. The shift command supervisor shall be vested with authority to immediately

terminate any duty the officer may be assigned at the time such determination is made.

- v. If the violation occurs while an officer is working off-duty, the shift command supervisor shall attempt to make arrangements for a replacement officer to finish the tour of duty in question.
- vi. The shift command supervisor shall file a Report to the Chief through the chain of command for review and final determination of what disciplinary actions may be taken toward the officer.

f. Inappropriate requests

- i. Any officer receiving an attempted request for action by an off-duty employer which the officers feels is inappropriate, (i.e., off-duty employer asks the officer to do something that should not be done as a police officer) shall submit a letter to the Police Chief.
- ii. That letter shall detail the circumstances, location and name of the off-duty employer.

ARTICLE 24 LIFE INSURANCE

- 24.1 The **Employer** will provide a basic life insurance of \$25,000 for employees covered by this agreement.

Additional life insurance is optional for employees covered by this agreement and their dependents.

- 24.2 The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

- 24.3 The Union will be notified of any change in the insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

ARTICLE 25 INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS

- 25.1 **Compensation for Job – Incurred Injury or Illness**

A. General

The State of Florida has a Worker's Compensation statute to which the City of Pensacola adheres. The purpose of this coverage is to provide some degree of payment to those employees who become temporarily or permanently disabled due to illness or injury incurred on the job. The following rules will serve to delegate responsibility for proper handling of all such cases, claims, and relevant forms.

In compliance with the Federal Americans with Disabilities Act, the Family

Medical Leave Act, and other applicable federal and state laws, each employee injured in a job-related accident will be assured of their job when released to return to duty. If the employee is unable to return to their normal job, every reasonable effort will be made to ensure that the employee will be placed in another position within the City structure commensurate with their physical limitations.

Upon injury or illness and filing of the First Notice of Injury or Illness report where lost time from work or medical expenses are incurred, a letter will be sent to the injured employee notifying the employee that in the event they are unable to resume their usual duties due to physical limitations from the injury or illness, every reasonable effort will be made to ensure that they will be placed in another position within the City structure commensurate with their physical limitations.

B. Report of Injury and Examination

Each incident involving bodily injury sustained on the job by a City employee shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. The employee shall be referred to the City Clinic where a preliminary examination will be made and the Injury or Illness Report is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Department. In cases of severe injury or extreme emergencies the injured employee should be taken to the nearest hospital emergency room and the supervisor should notify the City Clinic.

If in the opinion of the nurse or physician the injury requires more advanced or specialized treatment, the employee will be referred to the physician chosen by the City. The attending physician upon examination shall then determine, in conjunction with the City Physician:

- (1) the need for further examination or treatment,
- (2) the extent to which the employee may work,
- (3) the need for loss of time from work for treatment, rest, hospital care, or a combination of these.

The City Clinic shall keep the employee's supervisor informed as to the condition of the employee and estimated length of time that the employee will be off duty. Where loss of time from work is indicated, the City Clinic, with assistance from the Human Resources Department, shall arrange for continuation of proper medical care and supervision. The City Clinic must approve all time off from work.

When transitional duties or accommodations are indicated or appropriate, these shall be arranged by the City Clinic, the supervisor, and/or Department Director with approval of the Human Resources Director. If the employee is unable to return to their normal duty due to physical limitations set forth by their physician, in accordance with the Americans with Disabilities Act, every reasonable effort will be made to ensure that the employee will be placed in another position with the City structure that accommodates their physical restrictions.

In all cases, the City Clinic shall arrange for the initiation of proper State

Compensation forms as required (these are mandatory in all cases regardless of loss time or incurrence of medical expense).

C. Temporary Total or Temporary Partial Disability

All time off work due to a job-related injury/illness must be approved by the City Physician/City Nurse.

If loss time is incurred, continuation of salary under Florida Statute requires that a compensable injury or illness be paid for at the rate of 66 2/3 % of the employee's average earnings to a maximum as established by the State. However, the City will compensate in the following manner for each temporary total or temporary partial disability caused by an initial on the job injury. In determining the period of time listed below, all absences shall be cumulative calendar days.

- (1) The injured employee may be paid 100% salary for no longer than ninety (90) day, without using accumulated leave.
- (2) During the above ninety (90) day period of 100% compensation, the employee will receive all workers' compensation monies and those amounts will be deducted from the employee's normal salary.
- (3) After the ninety (90) day period, an employee may at their option use up to thirty (30) days accumulated PTO leave. The employee will then keep their Worker's Compensation checks without further payroll deductions. To qualify for compensation from the City funds, the employee must present sufficient evidence of their disability and the City Physician shall determine the eligibility of such claims. At the end of the ninety (90) day loss time period for an "on-the-job" injury, when no other leave is available, the employee must return to full active duty or be placed in another position within the City structure that is commensurate with their physical restrictions. This is to be determined by the City Physician, in conjunction with the Human Resources Director.
- (4) At the end of the ninety (90) day period, plus the expiration of accumulated PTO leave, used at the employee's option, an employee must have returned to work in his/her normal duty or other duty within the City structure commensurate with their physical restrictions. It is the intent of this section that no employee shall remain off work and be on the regular payroll for any more than ninety (90) days, plus a maximum of thirty (30) days of accumulated PTO leave due to an on-the-job injury.

D. Recurring Injuries

For recurring complications relevant to a particular previous lost-time injury following a return to active duty, the City of Pensacola will begin compensation as of the first day of the recurrence provided the employee has reported such on the first day of the recurrence to the City Clinic, and the City Physician or City Clinic has given authorization for leave.

25.2. Disability Benefits

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

ARTICLE 26 PERSONAL TIME OFF (PTO) LEAVE

26.1 Leaves of absence.

(1) Purpose.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(2) Employee responsibility.

Lieutenants will request personal time off (PTO) from their Division Commander.

- a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the city clinic stating:
 1. The nature of illness or injury;
 2. That the employee was incapacitated for work for the duration of his absence;
 3. The employee is physically able to return to work and perform his duties;
 4. That the employee has no contagious disease, which would jeopardize the health of other employees.
- b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the city clinic concerning any illness or injury beginning with the first day of absence.
- c. If an employee is absent and an excuse is felt necessary, an activity head or Department Director may request the city nurse to verify the reason for absence.

(3) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(4) **Accrual of time.**

Employees covered by this agreement will be credited twenty-four (24) hours personal time off for each month of service. Hours of PTO leave will be available for immediate use as soon as accrual has been posted. Lieutenants may not accumulate more than 500 hours of Personal Time Off (PTO) during any calendar year. On the first day of the pay period beginning in January of each year, the employee will have the option of carrying over unused PTO as follows: as to accrued PTO over 500 hours, a maximum of 250 hours may be banked in the auxiliary PTO leave account to be used for any purpose, and any accrued leave remaining will be placed in the FMLA leave bank. Employees will be able to use this leave for FMLA qualifying absences or may donate this leave. This does not alter the existing policy that leave payout cannot exceed 500 hours. This does not alter the existing provision that approval of leave is a management right and the issue is not subject to being grieved.

(5) **Separation from service.**

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but at no time shall that payout exceed the maximum of 500 hours. The employee may not be paid for any hours remaining in their auxiliary PTO account or their FMLA leave bank upon leaving the City.

**ARTICLE 27
LEAVE SHARING**

27.1 A leave sharing program is hereby established for all permanent City employees. The Mayor or designee shall establish the procedure by which the Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s) and other benefits.

A. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

B. Eligibility

The employee requesting donations of leave must have:

1. Worked for a minimum of six (6) months; and
2. Exhausted all earned leave

C. Leave Use

Request for leave can be made for:

1. the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
2. the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

D. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO, Auxiliary PTO and FMLA Leave bank accounts. Employees may receive up to nine (9) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

E. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Human Resources Office for verification of leave balance. This form will be forwarded to the Finance Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

F. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

**ARTICLE 28
FUNERAL LEAVE**

- 28.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the Police Chief or designee.
- 28.2 At the time of a death of a member of the employee's immediate family, an employee may

be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, "immediate family", as used in this section, shall mean an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

ARTICLE 29 MILITARY LEAVE

- 29.1 Military leave will be considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

A. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count for longevity purposes and without loss of vacation leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.

- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.
 - (b) Continue all other employee benefits such as time accrual for purposes of annual, sick, (band personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

B. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Effective July 1, 2010, Florida Statute 115.07 gives a maximum period of 240 hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of 240 hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to their Department Director at least two (2) weeks in advance.

**ARTICLE 30
HOLIDAYS**

- 30.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

January First (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (President's Day)
Friday before Easter (Good Friday)
Last Monday in May (Memorial Day)
June Nineteenth (Juneteenth)
July Fourth (Independence Day)

First Monday in September (Labor Day)
November Eleventh (Veterans' Day)
Fourth Thursday in November (Thanksgiving Day)
Day after Thanksgiving (Day after Thanksgiving Day)
December Twenty-Fifth (Christmas Day)
December Twenty-Sixth (Day after Christmas Day)

- 30.2 Lieutenants required to work on holidays determined by the Police Chief to be essential shall be entitled to an overtime rate of one and one-half times their regular rate of pay.
- 30.3 Employees required to work on a holiday shall receive an alternate day off, of the employee's choosing, as work schedule permits. This "alternate" day must be taken within twelve (12) months of the date it was granted. It cannot be carried over nor can the employee be compensated if the "alternate" holiday is not taken.
- 30.4 In addition to the above named fixed holidays, the City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and the Police Chief. The Police Chief retains the right to adjust the schedule based on work requirements. The holiday must be taken as a whole day. Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.
- 30.5 Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e. 5, 10, 15, 20, etc.) The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.
- 30.6 If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.

ARTICLE 31

HOURS OF WORK AND OVERTIME PAYMENT

31.1 Purpose of Article

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Pensacola Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Chief, provided that contract requirements regarding notification and overtime will be met.

31.2 Work Period

The work period for police lieutenants covered by this Agreement shall be a period of twenty – eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

31.3 **Overtime Pay**

- (A) Police Lieutenants are not entitled to overtime pay except in accordance with Section 2-4-8 of the municipal code. In accordance with this section, if an emergency is declared by the President of the United States, by the Governor of the State of Florida or by Escambia County for any area which includes the City of Pensacola, the Mayor or designee may alter normal work schedules and grant the non-essential work force time off with pay. The Mayor or designee will make the determination of which employees are deemed essential during each emergency. The Mayor or designee is authorized to pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- (B) **Compensatory Time** – Police Lieutenants will not be allowed to accumulate compensatory time however, it is recognized the Lieutenants may be required to work additional hours. This time can be adjusted out at the discretion of the Division Commander.

31.4 **Meal Periods**

- (A) Employees on shifts will be provided a meal period when the workload permits.
- (B) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed thirty (30) continuous minutes when the workload permits.

31.5 **Off Duty Call with Assigned Vehicle**

Notwithstanding the provisions of Section 19.3 when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred sixty (160) hours in the twenty-eight (28) day work period, in which case Section 19.3 shall apply.

- 31.6 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.
- 31.7 When the Chief of Police mobilizes the Department emergency operations procedures, per Pensacola Police Department General Order H-1, employees of the bargaining unit will be compensated at an overtime rate of pay for all hours mandated to work during the duration of their emergency operations schedule.

ARTICLE 32 COMPENSATION FOR COURT RELATED MATTERS

32.1 **Duty Related Court Appearances**

(a) **Payment for Off-Duty Court Appearance**

- (1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney, Public Defender or Private Attorney, for pre-trial conference or deposition arising from duties performed as a Pensacola Police Lieutenant, he/she will be compensated in the following manner:

- (A) For all off-duty employees on regular day off or approved leave, a three (3) hour compensation will be credited for an appearance on any given calendar day, or actual time, whichever is greater.

(b) **Payment for Court Appearance Before or After Duty**

- (1) Personnel who are attending court or other proceedings arising out of the course of their official duties, three (3) hours or less before their scheduled tour of duty, shall receive compensation for a minimum of three (3) hours or actual time, whichever is lesser.
- (2) Personnel attending court or other proceedings after tour of duty shall be compensated a minimum of three (3) hours or actual time, whichever is greater.
- (3) If there is no lapse between appearances, it shall be treated as one appearance.

**ARTICLE 33
WAGES**

33.1 Base Pay

Upon promotion to Lieutenant, an adjustment will be made to the Lieutenant's salary if needed to create a base pay of \$104,000.00.

33.2 Wages

All actively employed Lieutenants employed by the City on the effective date of the agreement will receive the following wage adjustments:

- i. Upon ratification, the base pay and senior officer pay component of this Article 33 will be retroactive to October 28, 2024, to be paid on October 3, 2025.
- ii. October 1, 2025: All currently employed bargaining unit employees will receive a three percent (3%) wage increase to their base pay up to the maximum cap of \$110,333.60 to be paid on October 17, 2025. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent three percent (3%) pay increase exceeding the maximum cap as a one-time bonus.
- iii. October 1, 2026: All currently employed bargaining unit employees will

receive a three percent (3%) wage increase to their base pay up to the maximum cap of \$110,333.60. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent three percent (3%) pay increase exceeding the maximum cap as a one-time bonus.

Through the term of this Agreement no salary changes, other than those outlined in this Article 33, shall be made to any member of the bargaining unit's pay.

33.3 Senior Lieutenant Pay

Members of the Police Lieutenant's bargaining unit shall be eligible for senior lieutenant premium pay of 5% of base salary. This senior lieutenant premium pay shall be regarded as compensation for the computation of Police Pension and Medicare. No other benefits will be paid except as may be required by Federal or State Law. No other benefits will be paid (including the plans created by Chapter 9-6, Article I of the City Code). Senior lieutenant pay shall be a separate pay item that is fully pensionable above and beyond any established pay scale maximums and shall be awarded in five percent (5%) increments at the two (2), four (4), six (6), and eight (8) year anniversary of time in grade as a lieutenant.

33.4 Demotions

A bargaining unit member demoted or reduced to a lower class shall be placed in the hourly rate held prior to the promotion, or shall receive a ten (10) percent reduction in salary, whichever wage provides the higher salary. Any other reduction in pay will be upon the recommendation of the Human Resources Director and approved by the Mayor or designee. In any case the reduced salary is not to exceed the minimum or maximum of the class range.

33.5 Working-Out-Of-Classification

Bargaining unit members working temporarily in a higher class for more than fifteen (15) calendar days may be paid out-of-class differential pay. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when such vacancy has resulted from illness, an on-the-job injury or a job vacancy. Such differential pay shall begin only after the employee has performed the complete duties for fifteen (15) consecutive calendar days and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the fifteen (15) consecutive calendar day period has been completed. The fifteen (15) consecutive calendar days must be worked within the span of fifty-two (52) weeks from the first day of duties performed in the higher classification in order for the employee to be eligible for the differential pay. Out-of-class differential pay shall be the difference between the employee's regular wage and then to which the employee would initially be entitled should they be promoted to said higher class. Out-of-class differential shall be paid with the employee's regular compensation and subject to the same benefits as the regular compensation. Complete records of such out-of-class differential work shall be submitted to the Human Resources Department within two (2) weeks of having performed such work, on forms furnished by that Department. The Police Chief shall be responsible for judicious observance of this section.

33.6 Salary Incentive Pay, Shift Differential Pay, Specialized Duty Pay

The Mayor or designee is hereby authorized to pay the supplemental compensation as outlined in this section. These payments shall be made bi-weekly and shall be considered a non-salaried supplement, and will not be utilized in the calculation of pensions, deferred compensation or other fringe benefits. The Police Chief shall be responsible for judicious observance of this section. No pay hereunder shall be granted unless approved by the Mayor or designee after recommendation by the Human Resources Director.

- (1) To bargaining unit members assigned to work night shifts as designated by the Police Chief an amount equal to a five (5) percent increase.

33.7 SWAT Officer Premium Pay.

SWAT Operators will receive a \$1,500.00 annual premium paid on a bi-weekly basis. Other SWAT personnel will receive a \$500.00 annual premium paid on a bi-weekly basis.

ARTICLE 34 PENSIONS

34.1 Pension Rights.

1. Effective January 1, 2013 the existing Police Pension Plan will be closed to all new hires; All new hires after January 1, 2013 and all existing Lieutenants will be given the option to participate in the Florida Retirement System.
2. Effective January 1, 2013, for those employees who elect to remain in the existing Police Pension Plan, contributions will increase from .5% to 1.5% starting on 1/1/2013, from 1.5% to 3.5% starting on 10/1/2013 and from 3.5% to 5.2% starting on 10/1/2014.
3. On January 1, 2013, contributions to the Social Security Replacement Plan will be changed from mandatory to optional. However, the employee may elect to continue to contribute a portion of pay into the Social Security Replacement Plan, and if so, the City will continue to match up to 6.7%. (This Paragraph does not apply to those employees in the DROP before January 1, 2013).
4. Effective January 1, 2013, employees eligible to participate in the Deferred Retirement Option Program ("DROP") will receive 1.3% interest and will not receive any Cost of Living Adjustment on their Retirement benefits during the period in which they are enrolled in DROP.
5. Effective January 1, 2013, the spousal benefit in the existing Police Pension Plan will be modified to conform to the same spousal benefits offered in the Florida Retirement System. (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
6. Effective January 1, 2013 the vesting period for the Police Pension Plan will increase from

10 years to 12 years.

7. All new retirees after January 1, 2013 will receive up to a 3% Cost of Living Adjustment for 10 years after retirement. After 10 years, the Cost of Living Adjustment increase will decrease to up to 2% for the life of the retiree (and spouse, if applicable). This COLA shall be calculated in the same manner as the existing Police Pension Plan. This Paragraph does not apply to any employee who retires prior to January 1, 2013 or those employees enrolled in DROP prior to January 1, 2013.
8. Effective January 1, 2013 pensionable income will be calculated on the employee's base pay with no overtime. Overtime which has already been earned on the date of ratification will be used toward calculating average final earnings.
9. For future service, average final compensation will be changed to the average of the last 5 years of compensation for those who retire after January 1, 2013, (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
10. Members of the bargaining unit hereby acknowledge and agree that those members who have become participants in the Florida Retirement System are governed by the provisions of the Florida Retirement System. The Florida Retirement System supersedes any provisions in conflict as listed in this Agreement.
11. Pursuant to Florida Statute 185.35 the Police Officer's Retirement Fund will provide for a 401 Defined Contribution Plan within the Police Officer's Retirement Fund.
12. Pursuant to Florida Statute 185.35 mutual consent is required for deviations from the default rules on the use of premium tax revenues. The Police Officer's Retirement Fund states the following use of the insurance proceeds in Section 9-5-21(a)(1). "Prior to January 2, 2013, the net proceeds of any excise or license tax under F.S. § 185.08, as amended, imposed by the City or the State of Florida upon certain casualty insurance companies on their gross receipts of premiums from holders of policies , which policies cover property within the corporate limits of the City. Such revenue shall first be used to fund the benefit increase provided in subsection 9-5-23(a)(ii)(a) and (b), and then any remaining revenue shall be used for the remaining benefits of the plan. If the receipt of this revenue is not sufficient to pay all benefits of the plan, nevertheless, all of the plan benefits shall be paid;" As a part of the contract both parties mutually consent to use the insurance proceeds and any accumulated insurance proceeds balance (reflected in the Police Officer's Pension Fund actuarial valuation) as stated in this paragraph.
13. For the purpose of estimating an employee's pension benefit bargaining unit members can request the City to calculate their estimated pension benefit twice within five years of retirement at no cost to the employee.

ARTICLE 35 PROMOTIONS

- 35.1 Promotions within the bargaining unit shall continue to follow the status quo governed by the City of Pensacola.

ARTICLE 36 FOP ACTIVITIES

- 36.1 The **Employer** will grant four hundred (400) hours annually for use as **F.O.P.** Pool Time. The total Pool Time may exceed four hundred (400) hours by employee contributions to this Pool.
- 36.2 This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at **F.O.P.** functions. Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The **F.O.P.** may rollover not more than a total of two hundred (200) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Police Chief for approval. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE 37 BULLETIN BOARDS

- 37.1 The **Employer** agrees to provide space for the **F.O.P.** to erect, at the **F.O.P.**'s expense, one glass enclosed bulletin board, not to exceed thirty-six (36) inches by thirty-six (36) inches, in close proximity to the patrol line-up room. The precise location of the bulletin board shall be approved by the Police Chief. This bulletin board is intended to be utilized for **F.O.P.** purposes pertaining to all bargaining units at the Pensacola Police Department.
- 37.2 The bulletin board shall be used for posting **F.O.P.** notices, signed by the **F.O.P.** President or his designee, but restricted to:
- A. Notices of **F.O.P.** meetings.
 - B. Notices of **F.O.P.** elections and the results of such elections.
 - C. Notices of **F.O.P.** recreational or social affairs.
 - D. Notices of **F.O.P.** appointments.
 - E. Minutes of **F.O.P.** meetings.
 - F. Notices by public bodies.
 - G. Reports of **F.O.P.** committees.
 - H. Rulings and policies of the **F.O.P.**
- 37.3 All costs incidental to preparing and posting **F.O.P.** materials shall be borne by the **F.O.P.** The **F.O.P.** is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any manner of the **Employer**, its managers, officers, agents and employees, and prior to any material being posted, copies of all material shall be submitted to the Police Chief.
- 37.4 The **Employer** can remove any document not in compliance with Section 37.2.

ARTICLE 38 SPECIAL MEETINGS

- 38.1 The **Employer** and the **F.O.P.** agree to meet quarterly and confer on matters of mutual

interest. An agenda shall be submitted prior to the meeting. Discussion shall be limited to matters set forth in the agenda or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. The **F.O.P.** shall have the right, at these special meetings to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**

ARTICLE 39 HURRICANE TRAVEL TEAM

- 39.1 When the team is deployed for a time period exceeding ten (10) days, a day off will be granted for each ten (10) day period deployed. This time shall be granted to the member upon completion of the team deployment.
- 39.2 When the team is deployed all rights and liabilities of each team member will be carried by the member's agency during time being deployed as if the member was working with the member's jurisdiction.

ARTICLE 40 PRINTING OF AGREEMENT

- 40.1 The City will make copies of this Agreement available electronically via the Internet and Intranet.

ARTICLE 41 ENTIRE AGREEMENT

- 41.1 This Agreement constitutes the entire agreement between the **Employer** and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at an agreement, which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.
- 41.2 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 42 SEVERABILITY

- 42.1 In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of

such decision, the **Employer** and the **F.O.P.** agree to immediately commence impact bargaining.

ARTICLE 43
TERM OF AGREEMENT

- 43.1 This Agreement shall be in full force and effect from October 1, 2024 through September 30, 2027.
- 43.2 If proper notice has been given by either party pursuant to 1.1, but no new or successor Agreement has been reached, then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized

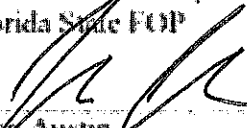
FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

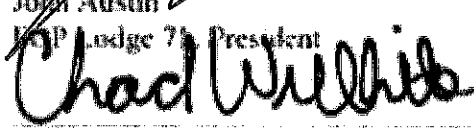
D.C. Reeves, Mayor


Daniel Harnett, Representative
Florida State FOP

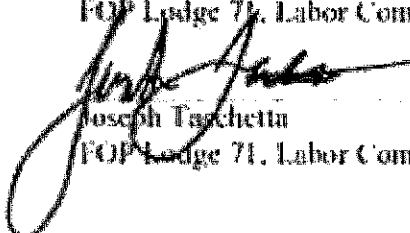
Rob Larkin, Esq


John Austin
FOP Lodge 71, President

Kia Goldsmith, Esq


Chad Willhite
FOP Lodge 71, Labor Committee

Ted Kirchham, Human Resources Director


Joseph Tarchetta
FOP Lodge 71, Labor Committee

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS:

ATTACHMENT A

Mission Statement

In our on-going quest to improve community relations and relations within the Pensacola Police Department, we have created the following Mission Statement, followed by our Vision and Core Values concepts:

The Pensacola Police Department is committed to providing professional, efficient and courteous service to the public. Officers shall strive to improve the quality of life by enforcing laws in a fair and impartial manner while encouraging a spirit of cooperation and mutual trust with the public. Officers and support staff shall have respect for the dignity and rights of all people.

VISION

Employees of the Pensacola Police Department shall, at all times, maintain the highest standards of professional ethics and integrity. All employees shall share a commitment to the philosophy of police and community collaboration. Through community partnerships, we will work together to reduce crime and the fear of crime in order to improve the quality of life for all citizens. We will provide a well-trained workforce and provide fair and professional police service while striving for excellence in everything we do.

CORE VALUES

Courtesy

Pensacola Police Department employees shall be courteous in their encounters with the public.

Integrity

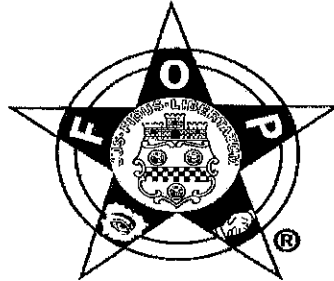
Pensacola Police Department employees shall maintain the highest level of integrity and accountability.

Professionalism

Pensacola Police Department employees shall maintain a workforce atmosphere symbolizing their commitment to the highest standards of professionalism.

ATTACHMENT B

Florida State Lodge Fraternal Order of Police



GRIEVANCE FORM

Name of Employee _____

Classification _____

Immediate Supervisor _____

Date _____

STATEMENT OF GRIEVANCE:

List Applicable Violation

Adjustment Required:

Date _____

Signature of F.O.P. Representative _____

Date Presented to Management Representative _____

STEP ONE: Date _____

Representative for City Signature

Agree _____ Disagree _____

Comments: _____

STEP TWO: Date _____

Representative for City Signature

Agree _____ Disagree _____

Comments: _____

STEP THREE: Date _____

Representative for City Signature

Agree _____ Disagree _____

Comments: _____

ADDITIONAL COMMENTS:

ATTACHMENT C



City of Pensacola, FL

Drug Free Workplace Policy

Drug Free Workplace Policy

The City of Pensacola strives to provide a safe environment for both employees and the public. In this regard, the City considers the abuse of drugs and alcohol on the job to be unsafe and counter-productive. Therefore, the City has established a policy regarding the use, possession, and sale of illegal drugs and alcohol at work consistent with Florida Statutes, Section 440.102; Federal Motor Carrier Safety Administration Controlled Substance and Alcohol Use and Testing Program, 49 C.F.R. Part 382; and USDOT Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations, 49 C.F.R. Parts 192 and 199. A complete list of the illegal drugs that will be tested for may be provided through the City Clinic as requested.

It shall be a condition of employment for all employees to refrain from working with the presence of illegal drugs or alcohol in his/her system and to submit to the testing requirements set forth in this policy. Pursuant to the provisions of the Florida Drug-Free Workplace Program requirements, employees found to be in violation of this policy may be denied workers' compensation medical or indemnity benefits under Chapter 440, Florida Statutes.

A. No Discrimination

Employees with addictions are encouraged to participate in an alcohol and drug rehabilitation program. The City will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment while in the employ of the City, provided that the employee has not previously tested positive for drug use and has entered an employee assistance program for drug-related problems or entered a drug rehabilitation program.

Employees assigned to work in a mandatory testing position and who voluntarily enter an employee assistance program or a drug rehabilitation program will be reassigned to a position other than a mandatory testing position if one is available or will be allowed to use accumulated leave or leave without pay while in the program. Employees employed in special risk positions participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special risk position but may be assigned to a position other than a mandatory testing position or placed on leave while the employee is participating in the program; however, the employee shall be permitted to use any accumulated annual leave before leave without pay may be required. The City may require the employee to submit to drug test(s) as a follow up to such program as permitted by law.

B. Procedures

As part of this program, the City will conduct pre-employment drug testing for special-risk or mandatory-testing positions, reasonable suspicion testing, post-accident testing, random testing, and return-to-duty/follow-up testing in accordance with state and federal law. City personnel and contractors shall comply with all of the technical standards, chain-of-custody procedures, confirmation testing, and employee appeal provisions of applicable law pertaining to drug testing of public employees.

All job applicants who have applied for a position with the City of Pensacola and have been offered employment conditioned upon successfully passing a drug test will be scheduled for drug testing, generally conducted at the City Clinic, pursuant to the protocols established by state and federal law pertaining to applicants for special risk occupations.

Prior to testing, each applicant will be provided with a copy of the City's written policy statement on drug testing.

The drug test will be conducted in accordance with the written policy statement and the procedures provided by law, including an opportunity for the applicant to contest the result or provide an explanation to the City when a positive, confirmed test result has been obtained. Employees covered by a collective bargaining agreement may have a right to appeal an adverse decision by the City to the Public Employees Relations Commission or applicable court.

Blood, breath, saliva, and/or urine samples will be given at the Clinic or approved collection facility as designated by the City Clinic. Samples are handled in accordance with State and Federal rules and regulations. Results will be reviewed by a Medical Review Officer (MRO) to assure accuracy. The employee/applicant may consult with the MRO after testing. No physician-patient relationship is created by this program.

If a test is not collectable because of tampering or adulteration, a second test is requested, which will be observed. If a test is rejected because of purposeful adulteration, the employee will be terminated.

Employees will be subject to drug testing when the City has reasonable suspicion to believe that the employee is using or has used drugs in violation of the City's policy where this suspicion is based upon specific and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing will require the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee and it must be confirmed by a second supervisor. The observing and confirming supervisors must prepare written documentation of the facts and circumstances which formed the basis for their recommendation, and a copy of this documentation shall be given to the employee upon request. The original documentation shall be kept confidential as exempt from public records law and must be retained by the City for at least one (1) year. The facts and inferences upon which the recommendation for testing may be made include, but are not limited to, the following:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
- A report of drug use, provided by a reliable and a credible source, which has been independently corroborated
- Evidence that an individual has tampered with a drug test during employment with the City
- Information that an employee has caused or contributed to an accident while at work
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's property or while operating the City's vehicle, machinery, or equipment

The selection of employees for random drug testing will be conducted based on a sample drawn

by a computer-generated program operated by an independent third party. The random sample may not constitute more than ten (10) percent of the total employee population. Random drug testing will be conducted as follows:

- when the employee is employed in a position where random drug testing is authorized by law and the position is managerial
- when the employee is employed in a position where random drug testing is authorized by law and the employee is covered by a collective bargaining agreement which authorizes random drug testing
- when the employee is employed in a position where random drug testing is required by law, such as those defined as special-risk positions involving law enforcement and fire protection services, and those requiring commercial drivers' licenses or pertaining to the installation and maintenance of natural gas pipelines

The documentation of a positive drug test result will be placed in an employee's confidential file, the employee will be notified, informed of the result, consequences, and options available. When tested for reasonable suspicion, documentation is placed in the employee's confidential file.

C. Discipline

It is the City's policy to discipline an employee, up to and including termination, who is found to have engaged in the conduct described below:

- utilizing, possessing, or trafficking in any unlawful drug or other substance while on or off duty, or while utilizing any city vehicle or other equipment, or while on any city property.
- refusing to submit to drug testing when properly required to do so pursuant to the protocols of state or federal law.
- providing test results which are verified, confirmed, positive evidence of violation of this policy pursuant to the procedures mandated by the Florida Agency for Health Care Administration.

Moreover, if an employee is found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City property (including in parking lots) the employee is subject to disciplinary action up to and including termination. The use of any over-the-counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation is to be reported to the Department Director.

D. Employee Responsibilities

Physician-prescribed drugs may be taken during working hours; however, the employee must notify the supervisor if the use of prescribed medication will affect the employee's work performance. An employee reporting for work visibly under the influence and who is unable to properly and safely perform required duties will not be allowed to work. Abuse of prescription drugs will not be tolerated and may result in disciplinary action, up to and including termination. Within five working days from receipt of a positive drug test, an employee or job applicant must notify the laboratory of administrative or civil action planned as a result of a positive test. The

employee or applicant may consult with the Medical Review Officer for technical information. An employee or applicant may request, in writing, to have the original specimen retested at another certified laboratory at their expense. The employee can request, in writing, a written report regarding the circumstances for reasonable suspicion testing.

An employee or applicant has the right to contest or explain the results of a positive drug test result, in writing, within five working days of being notified of the positive result.

If an employee is convicted of a violation of a criminal drug statute occurring in the workplace, the employee must notify the City, in writing, no later than five calendar days after such conviction.

To request further information about this policy and applicable procedures based on state and federal law, please contact the City Clinic.

E. Federal Controlled Substances Act

The use by City employees of any illegal drug under federal law, which may not be illegal under Florida law, is prohibited. The use of marijuana by City employees, including medical marijuana, with or without a prescription, is prohibited. A prescription for medical marijuana is not accepted as a valid explanation or defense for an employee's positive drug test result.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1113

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FOR FISCAL YEAR 2026

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute an Interlocal Agreement between the City of Pensacola, Florida and the Community Redevelopment Agency (CRA) related to Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2026 in an amount not to exceed \$352,100. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Interlocal Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities, Goal #4: Resilient Waterfronts and Neighborhoods and Goal #6: Public Spaces that connect Communities. One of the primary obstacles to community redevelopment is the perception of a lack of safety. Safety concerns are typically related to real or perceived criminal activity involving both personal safety and the safety of property. Pursuant to Chapter 163, Part III, Florida Statutes, the CRA may undertake "community policing innovations" to address safety concerns within a community redevelopment area.

Community policing innovations are defined as "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol". Although revitalization has reduced blight and enlivened the Urban Core Community Redevelopment Area, safety concerns of varying degrees remain. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing innovations within the entirety of the district from 17th Avenue to A Street.

For Fiscal Year 2026, the interlocal agreement will facilitate a CRA contribution of \$352,100 towards the cost of five (5) community policing personnel, including two (2) full-time officers and two (2) part-time officers and a sergeant, dedicated to the district. Two of the officers shall be assigned primarily to daytime hours and two shall be assigned primarily to evening and weekend hours. Any remaining funding shall be approved by the CRA Board and utilized for eligible community policing innovations within the district.

PRIOR ACTION:

August 11, 2025 - The CRA approved funding for community policing innovations within the Urban Core Redevelopment Area in the amount of \$352,100 within its FY2026 budget.

September 8, 2025 - The CRA approved the Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2026 in an amount not to exceed \$352,100.

FUNDING:

Budget: \$352,100

Actual: \$352,100

FINANCIAL IMPACT:

Funding in the amount of \$352,100 has been included in the CRA Fiscal Year 2026 proposed budget for the interlocal agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Amy Miller, Interim City Administrator
Erica Grancagnolo, Economic Development Director
Anna Kate, Baygents, Economic Development Assistant Director
Hilary Halford, CRA Division Assistant Manager

ATTACHMENTS:

1. FY 2026 Interlocal Agreement for Community Policing Innovations

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2026

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _____, 202_ and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02- 10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, on May 22, 2025, the City Council adopted Resolution No. 25-536, which updated the Community Redevelopment Plan adopted the Urban Core Community Redevelopment Plan 2010; and.

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the Urban Core Community Redevelopment Area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the Urban Core Community Redevelopment Area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist,

and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the "Project") to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) "Act" means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) "Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) "Agency Payments" means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) "Agency's Other Obligations" means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) "Agreement" means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) "Available Increment Revenues" means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) "City" means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) "City Council" means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) "Community Policing Innovations" means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) "Community Policing Innovations Account" means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) "Community Redevelopment Area" or "Urban Core Community Redevelopment Area" means the area found to be a slum or blighted and described in

Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) "Fiscal Year" means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) "Increment Revenues" means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) "Plan" means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) "Redevelopment Trust Fund" means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) "Termination Date" means September 30, 2026, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the "Florida Statutes" are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking Community Policing Innovations within the area. It is also the purpose of this agreement to avoid expending the Agency's Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City. The Agency shall pay \$ \$352,100 towards the cost of salaries and benefits of four (4) community policing officers and one (1) full-time sergeant dedicated to the Urban Core Community Redevelopment Area as follows: 50% of salaries and benefits of two (2) day-time officers; 100% of salaries and benefits for two(2) night time officers; and 100% salary and benefits for one (1) full-time sergeant. The use of any remaining funding shall be approved by the CRA Board and utilized for eligible Community Policing Innovation services within the District.

Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$352,100. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of Agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking the Agency's portion of Community Policing Innovations within the Community Redevelopment Area is not to exceed \$352,100 for Fiscal Year 2026. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3. Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the costs of the

Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval

and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7.1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an "event of default" by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any "event of default" described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7.2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an "event of default" by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency:	Community Redevelopment Agency of
	The City of Pensacola, Florida
	Post Office Box 12910

Pensacola, Florida 32521-0001
Attention: Manager

To the City:

City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County,

Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT
AGENCY
OF THE CITY OF PENSACOLA,
FLORIDA

Teniade Broughton, CRA
Chairperson

CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

Attest:

Ericka L. Burnett, City Clerk

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Victoria D'Angelo, CRA Division Manager

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1086

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF INTERGOVERNMENTAL COORDINATION AND REVIEW (ICAR) AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute an Intergovernmental Coordination and Review (ICAR) and Public Transportation Collaborative Agreement with the Florida Department of Transportation related to the Florida-Alabama Transportation Planning Organization (TPO). Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item will advance the City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities and Strategic Plan Goal #7: Thriving Innovation and Businesses.

The purpose of the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR) is to prescribe the process for coordination of Florida-Alabama Transportation Planning Organization (TPO) planning activities with the Emerald Coast Regional Council (ECRC), local governments, and operators of publicly owned transportation systems.

The Florida-Alabama TPO is the local, intergovernmental transportation policy board for Escambia and Santa Rosa counties in Florida and Orange Beach and the community of Lillian in Alabama. The board is comprised of local government officials who make decisions regarding transportation at a regional level. Pursuant to 23 CFR § 450 and Section 339.175, F.S., the TPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal,

systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area. The airport and port have reviewed the agreement and have no comment.

PRIOR ACTION:

6/9/2010 - City Council adopted the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR).

FUNDING:

No funding is required for this agreement.

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller - Interim, City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Draft Agreement

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND**

525-010-03
POLICY PLANNING
OGC – 10/20
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PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this 13th day of August, 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION; the EMERALD COAST REGIONAL COUNCIL; CITY OF PENSACOLA, owner and operator of the PORT OF PENSACOLA and the PENSACOLA INTERNATIONAL AIRPORT; ESCAMBIA COUNTY, owner and operator of ESCAMBIA COUNTY AREA TRANSIT; SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS, owner and operator of PETER PRINCE FIELD; and the BALDWIN COUNTY, ALABAMA, BOARD OF COUNTY COMMISSIONERS, owner and operator of the BALDWIN REGIONAL AREA TRANSPORTATION SYSTEM; collectively referred to as the Parties.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Florida-Alabama Transportation Planning Organization, herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated June 9, 2010, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

ARTICLE 1

RECITALS AND DEFINITIONS

1.01. **Recitals.** Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. **Definitions.** The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Florida-Alabama TPO formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Emerald Coast Regional Council created pursuant to Section 186.504, F.S., and identified in Rule 29A, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the

planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

ARTICLE 2

PURPOSE

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3

COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the CITY OF PENSACOLA, owner and operator of the PORT OF PENSACOLA and the PENSACOLA INTERNATIONAL AIRPORT; ESCAMBIA COUNTY, owner and operator of ESCAMBIA COUNTY AREA TRANSIT; SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS, owner and operator of PETER PRINCE FIELD; and the BALDWIN COUNTY, ALABAMA, BOARD OF COUNTY COMMISSIONERS, owner and operator of the BALDWIN REGIONAL AREA TRANSPORTATION SYSTEM (collectively, "Transportation Authorities"] to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the

jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.
 - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is

inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
 - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and

- (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.
- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

Department: District Director for Planning and Programs

MPO: The current TPO Chair

RPC: The current Chief Executive Officer

Escambia County Area Transit: The current Director

Baldwin Regional Area Transportation System: The current Director

Port of Pensacola: The current Director

Pensacola International Airport: The current Director

Peter Prince Field: The current Director

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

ARTICLE 6

MISCELLANEOUS PROVISION

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

(a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO 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 MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

525-010-03
POLICY PLANNING
OGC – 10/20
Page 10 of 16

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency

Attorney: _____

Name: _____

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

Signed, Sealed and Delivered in the presence of:

EMERALD COAST REGIONAL COUNCIL

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation, on behalf of the Port of Pensacola and Pensacola International Airport, Departments of the City

ATTEST: _____

BY: _____
Mayor

DATE: EXECUTED: _____

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Michael S. Kohler, Chairman

Date: _____

By: _____
Deputy Clerk

BOCC Approved: _____

(SEAL)

**SANTA ROSA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Jason English
Clerk of the Circuit Court

By: _____
Kerry Smith, Chairman

Date: _____

By: _____
Clerk

BOCC Approved: _____

(SEAL)

Baldwin County Commission

By: _____

Name: Matthew P. McKenzie _____

Title: Chairman of Baldwin County Commission _____

Date: _____

Attest:

By: _____

Name: Roger Rendelman _____

Title: County Administrator _____

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1165

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-038 - E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS PROJECT

RECOMMENDATION:

That City Council award Bid No.25-038 for E.S. Cobb Resource Center Renovation and Repairs to J. Green Construction Services, Inc. of 1208 N. Palafox St, Pensacola, FL 32501, the lowest and most responsible bidder with a base bid of \$988,775.08 plus a 10% contingency of \$98,877.51 for a total of \$1,087,652.59. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #3: Support for Youth Experience and Goal #6: Public Spaces that Connect Communities.

This item seeks City Council approval to award Bid No. 25-038 - E.S. Cobb Resource Center Renovations and Repairs Project located at 601 E. Mallory Street, Pensacola, FL 325503.to J. Green Construction Services, Inc. for the amount of \$1,087,652.59. This project supports the City's Direction '25: Pensacola Parks Revitalization plan and is managed by the Facilities and Fleet Department.

The scope of work will address critical structural and exterior issues to extend the life of the facility and prevent future damage. Work includes repairs/replacement of the structural wooden glulam arches, parts of the roof, replacement of select windows and sealant replacement, flashing, and gutter installation to prevent future water damage. Once completed, the building will be restored to a safe, watertight and fully operable condition with partial occupancy maintained during construction to allow continued community use.

The City received two bids in response to the Invitation to Bid, which was publicly opened on

August 13th. The low bid from Green-Simmions Company, Inc. was disqualified due to not meeting the minimum requirement of 10 years of experience working on glulam arch repairs specified in the bid documents. Following individual meetings with both contractors to review scope comprehension, qualifications and reference to past related projects, the City's A/E consultant on this project recommended awarding the contract to J. Green Construction Services, Inc., the next lowest and responsive bidder, who satisfied all the requirements in the bid documents.

The engineer on record's recommendation letter, notice of intent and bid tabulation are attached to this item for reference.

PRIOR ACTION:

January 18, 2024 - The Community Redevelopment Agency board had a discussion on the state of the Cobb Center

February 8, 2024 - City Council authorized up to \$175,000 for a full building assessment for the Cobb Center

January 16, 2025 - City Council authorized up to \$149,642 for design of a renovated Cobb Center

FUNDING:

Budget:	\$1,242,863.00	LOST IV - Cobb Center
Actual:	\$988,775.08	Base Bid
	\$98,877.51	10% Contingency
	\$1,087,652.59	TOTAL

FINANCIAL IMPACT:

There is a total of \$1,242,863 available in LOST. The estimated total cost for construction including a 10% contingency is \$1,087,652.59; therefore there is adequate funding available for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Amy Miller, Interim City Administrator
Russell Sweatt, Facilities and Fleet Management Director
Kerry Shanaghan, Interim Parks and Recreation Director
Vijay Godishela, Construction Project Manager

ATTACHMENTS:

1. Consultant Recommendation for Project Award
2. Proposal
3. Notice of Intent
4. Bid Tabulation
5. Contract

PRESENTATION: No

Memorandum

Date: August 20, 2025
To: Vijay Godishela (City of Pensacola)
From: Chris Livingston P.E. (Geosyntec), Katie Fox P.E. (Geosyntec), Yuri Ramos AIA (STOA), Joey McMath P.E. (JDA), Michael Stone P.E. (L&A)
Subject: Recommendation for Project Award for 25-038 E.S. Cobb Resource Center Renovations and Repairs

SUMMARY OF BID ANALYSIS

Geosyntec Consultants (Geosyntec), STOA Architects (STOA) [Architect of Record], Joe DeReuil Associates (JDA), and Lysaght & Associates (L&A) [Structural Engineer of Record] reviewed the provided bid documents from Green-Simmons Company, Inc. and J. Green Construction Services, Inc. Representatives from Geosyntec and STOA conducted an interview with J. Green Construction Services, Inc. on 18 August 2025 with the presence of Vijay Godishela (City of Pensacola). Representatives from Geosyntec, STOA, JDA, and L&A conducted an interview with Green-Simmons Company, Inc. on 19 August 2025 with the presence of Vijay Godishela (City of Pensacola). The purpose of these interviews was to better understand the bidders' work experience and scope of work for select bid items such as Temporary Facilities and Controls, Glulam Arch Steel Base Repairs, Glulam Arch Repairs, and Aluminum-Framed Entrances and Storefronts.

Please find the attached memorandums from STOA and L&A which provide recommendations for selection of J. Green Construction Services, Inc. for the project award of *25-038 E.S. Cobb Resource Center Renovations and Repairs*.



Chris Livingston (P.E.)
Geosyntec Consultants



Katie Fox (P.E.)
Geosyntec Consultants

* * * * *

ATTACHMENT A
**E.S. Cobb Resource Center Renovation – Bid
Evaluation Summary and Recommendation
(STOA)**



Pensacola Office
121 E. Government Street
Pensacola, Florida 32502

Panama City Office
97 W. Oak Avenue
Panama City, Florida 32401

T 850 432 1912
E stoa@stoaarchitects.com
W stoaarchitects.com

20 August 2025

Chris Livingston, P.E.
Geosyntec Consultants
1120 N 12th Ave
Pensacola, FL 32501

RE: E.S. Cobb Resource Center Renovations - Bid Evaluation Summary and Recommendation

Mr. Livingston,

STOA has reviewed two bids for the above-referenced project:

- **J Green Construction Services:** \$988,775.08
- **Green-Simmons Company:** \$703,620.85

Both bids fall within the estimated project budget of approximately \$1,105,000. However, significant discrepancies were identified in several line items of the submitted Bid Quantity Worksheets.

Our attached analysis highlights these differences using a color-coded system to indicate the magnitude of variance and alignment with the budget estimate. Notably, four line items—**Temporary Facilities and Controls, Glulam Arch Steel Base Repairs, Glulam Arch Repairs, and Aluminum-Framed Entrances and Storefronts**—showed variances exceeding \$50,000. Of these, three are critical to the non-administrative scope, with **Glulam Arch Repairs** alone reflecting a \$135,742.30 difference.

Meetings were held with both bidders (J Green on August 18 and Green-Simmons on August 19) to clarify these discrepancies. Both bidders demonstrated an understanding of the scope. It was revealed that the cost difference in Glulam Arch Repairs stems from Green-Simmons' intent to self-perform the work, while J Green plans to subcontract to a qualified specialist.

Per Sheet S-100 of the Bid Documents, the general contractor must have at least 10 years of experience in heavy timber and glulam repair. While self-performance is permitted, Green-Simmons does not meet this experience requirement. J Green, though the higher bidder, complies with this requirement through a qualified subcontractor and remains within budget.

Recommendation: Based on the evaluation, STOA recommends awarding the contract to **J Green Construction Services**.

Please let me know if further clarification is needed.

Sincerely,



Yuri Ramos
2025.08.20
10:50:12-05'00'

Yuri Ramos, AIA
Project Architect

CITY OF PENSACOLA
E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS
BID QUANTITY WORKSHEET ANALYSIS (BY STOA ARCHITECTS)

ITEM	DIVISION	DESCRIPTION	QUANTITY	UNIT	J GREEN	GREEN-SIMMONS	STOA ANALYSIS	SCORE	Comment
5	01 - GENERAL REQUIREMENTS	TEMPORARY FACILITIES AND CONTROLS	1	LS	\$542.64	\$73,933.33	GREATER THAN \$50,000	1	GREEN-SIMMONS IS SIGNIFICANTLY OVER BUDGET
10	05 - METALS	GLULAM ARCH STEEL BASE REPAIRS	1	LS	\$71,500.80	\$330.00	GREATER THAN \$50,000	1	J GREEN SIGNIFICANTLY OVER BUDGET
13	06 - WOOD, PLASTICS, AND COMPOSITES	GLULAM ARCH REPAIRS	1	LS	\$325,584.00	\$189,841.70	GREATER THAN \$50,000	1	J GREEN IS CLOSER TO BUDGET NUMBER
18	08 - OPENINGS	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS (INCLUDING GLAZING AND HARDWARE)	1	LS	\$85,130.54	\$16,500.00	GREATER THAN \$50,000	1	J GREEN IS CLOSER TO BUDGET NUMBER
7	02 - EXISTING CONDITIONS	SELECTIVE DEMOLITION	1	LS	\$7,856.19	\$39,423.11	GREATER THAN \$10,000	2	J GREEN SIGNIFICANTLY UNDER BUDGET NUMBER
11	06 - WOOD, PLASTICS, AND COMPOSITES	ROUGH CARPENTRY	1	LS	\$2,855.54	\$17,131.92	GREATER THAN \$10,000	2	
15	07 - THERMAL AND MOISTURE PROTECTION	POLYVINYL-CHLORIDE (PVC) ROOFING	1	LS	\$260,990.69	\$227,150.00	GREATER THAN \$10,000	2	GREEN-SIMMONS IS CLOSER TO BUDGET NUMBER
16	07 - THERMAL AND MOISTURE PROTECTION	SHEET METAL FLASHING AND TRIM (INCLUDING COPINGS, GUTTERS, AND DOWNSPOUTS)	1	LS	\$51,486.96	\$21,450.00	GREATER THAN \$10,000	2	GREEN-SIMMONS CLOSER TO BUDGET NUMBER
20	09 - FINISHES	EXTERIOR AND INTERIOR PAINTING	1	LS	\$81,255.55	\$53,900.00	GREATER THAN \$10,000	2	
17	07 - THERMAL AND MOISTURE PROTECTION	JOINT SEALANTS	1	LS	\$810.77	\$6,057.62	GREATER THAN \$5,000	3	
21	31 - EARTHWORK	SITE CLEARING AND RE-GRADING	1	LS	\$5,107.20	\$13,755.63	GREATER THAN \$5,000	3	
9	04 - MASONRY	MASONRY CLEANING AND REPAIRS	1	LS	\$1,741.96	\$3,840.00	WITHIN \$5,000	4	
14	07 - THERMAL AND MOISTURE PROTECTION	PREPARATION FOR REROOFING	1	LS	\$1,915.20	\$6,050.00	WITHIN \$5,000	4	
3	01 - GENERAL REQUIREMENTS	QUALITY REQUIREMENTS (TESTING AND INSPECTIONS)	1	LS	\$1,075.76	\$2,003.38	WITHIN \$1,000	5	
4	01 - GENERAL REQUIREMENTS	ALLOWANCES	1	LS	\$771.60	\$0.00	WITHIN \$1,000	5	
6	01 - GENERAL REQUIREMENTS	TEMPORARY TREE AND PLANT PROTECTION	1	LS	\$223.44	\$639.12	WITHIN \$1,000	5	
8	03 - CONCRETE	CONCRETE REPAIRS	1	LS	\$329.41	\$220.00	WITHIN \$1,000	5	
12	06 - WOOD, PLASTICS, AND COMPOSITES	WOOD ROOF DECKING REPAIRS	1	LS	\$3,245.73	\$2,547.08	WITHIN \$1,000	5	
19	10 - SPECIALTIES	EXIT SIGN	1	LS	\$255.36	\$275.00	WITHIN \$1,000	5	
22	31 - EARTHWORK	TERMITE CONTROL	1	LS	\$2,042.88	\$1,980.00	WITHIN \$1,000	5	
2	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	BONDS AND INSURANCE	1	LS	\$71,499.27	\$22,327.73	GREATER THAN \$10,000	NA	
1	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	PERMITS	1	LS	\$2,553.60	\$4,255.23	WITHIN \$5,000	NA	
					\$988,775.09	\$703,610.85			

Key:
Blue: Non-administrative scope of work
Light Green: Pricing difference within \$1,000
Yellow: Pricing difference within \$5,000
Orange: Pricing difference greater than \$5,000
Red: Pricing difference greater than \$10,000
Purple: Pricing difference greater than \$50,000
Green: Pricing closer to the budget estimate
Score: Reflects the degree of discrepancy between bids, rated on a scale of 1 to 5 (5 indicating minimal discrepancy and 1 indicating significant discrepancy)

E.S. Cobb Resource Center Renovation

Scope/Cost/Priority Matrix/Construction Document Reference (Issued - 04/28/2025)



UniFormat ID (See report for detailed scope of work)	UniFormat Element ID	Cost Estimate Description (See Appendix A Cost Estimate for additional information)	Quantity	Unit	Estimated Contract Cost (Includes contingency and profit)	Estimated cost of demolition	Recommended Priority	Could facility remain operational during execution of scope item?	Comments	Drawing Reference	Specification Reference
A9040	Soil Treatment	B011703 Site Earthwork			\$14,842		HIGH	YES		A-100	313116
B1020	Roof Construction	A01020101 Structural Frame	1	LS	\$307,149		HIGH	PARTIAL CLOSURE	For reference only. See estimate from L&A/JDA for additional information.	ALL STRUCTURAL SHEETS & A-501	061000, 061800, & 099611
B1080	Stairs	A0102039102 Repair Concrete Stair	25	VLF	\$2,862		HIGH	PARTIAL CLOSURE		A-101	TBD
B1080.50	Stair Railings	Railings	95	LF	\$2,016		HIGH	YES		A-101	TBD
B2010	Exterior Walls	A010301 Exterior Walls	16085	SF	\$194,585		HIGH	YES		AD101, AD201, A-101, & A-201	040110 & 099114
B2010.90	Exterior Wall Opening Supplementary Components	A01030101 Exterior Skin	1	LS	\$65,071		HIGH	YES		A-101 & A-201	079200
B2020	Exterior Windows	A010302 Exterior Windows	115	SF	\$33,151	\$2,114	HIGH	YES		AD101, AD201, A-101, A-201, A-601, & A-602	084113, 087100, & 088000
B2050	Exterior Doors and Grilles	A010303 Exterior Personnel Doors	3	EA	\$41,884	\$1,645	HIGH	YES		A-101, A-601, & A-602	TBD
B2050.90	Exterior Door Supplementary Components	Hardware Sets	1	EA	\$19,682		HIGH	YES		A-601 & A-602	087100
B3010.50	Low-Slope Roofing	A01040101 Roof Coverings & A01040103 Roof Insulation and Fill	11875	SF	\$107,795	\$7,726	HIGH	PARTIAL CLOSURE	Roof replacement at Gymnasium Building.	AD101, A-141, & A-501	070150.19, 072100, 075419, 077100, & 077200
		A0104019102 Repair Single Ply Roofing	8050	SF	\$59,510	SEE ABOVE	HIGH	PARTIAL CLOSURE	Roof repairs at Community Center Addition.	AD101, A-141, & A-501	070150.19, 072100, 075419, 077100, & 077200
B3010.90	Roofing Supplementary Components	A01040104 Flashings and Trim	1450	LF	\$61,039	SEE ABOVE	HIGH	PARTIAL CLOSURE		AD101, A-141, & A-501	070150.19, 072100, 075419, 077100, & 077200
B3020.70	Rainwater Management	A01040106 Gutters and Downspouts	785	LF	\$22,949	SEE ABOVE	HIGH	YES		AD101, A-141, & A-501	070150.19, 072100, 075419, 077100, & 077200
F3010	Structure Demolition	B01170201 Mass Building Demo	1	LS		\$25,767	HIGH	YES		AD101	024119
G1070	Site Earthwork	Multiple line items under B0117.	276	SY	\$987		HIGH	YES		A-100	015639, 311000, & 313116
G2080	Landscaping	B011805 Landscaping	805	SY	\$43,648		HIGH	YES		A-100	015639, 311000, & 313116
\$977,170						\$37,252					

ESTIMATED TOTAL COST OF CONSTRUCTION FOR HIGH PRIORITY SCOPE OF WORK	\$1,014,422
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ATTACHMENT B

Recommendation of J. Green Construction
Services for the E.S. Cobb Resource Center
Repair Project
(Lysaght & Associates)

To: Mr. Chris Livingston, P.E.
Geosyntec Consultants
1120 N 12th Avenue
Pensacola, FL 32501

From: Mr. Michael Stone, PE
Lysaght & Associates, PA
Structural Engineers
120 Saint Mary's Street
Raleigh, NC 27605

Date: August 19, 2025

Re: Recommendation of J. Green Construction Services for the E.S. Cobb Resource Center
Repair Project [Lysaght & Associates Project No. LA 14227]

Dear Mr. Livingston:

I am writing on behalf of Lysaght & Associates, PA to recommend J. Green Construction Services, located at 1208 N. Palafox Street, Pensacola, FL 32501, for the general contracting work associated with the repair of the E.S. Cobb Resource Center at 601 Mallory Street, Pensacola, Florida 32503. This was a publicly bid project, and the design team has reviewed multiple bids received.

This recommendation is based on our thorough review of the J. Green Construction Services proposal, qualifications, proximity to the job site, and past experience. J. Green Construction Services and their selected specialty subcontractors have demonstrated both the technical expertise and project experience necessary to successfully complete complex structural repairs, including those involving heavy timber construction and glued laminated timber, which are essential components of this project.

As outlined in the final sealed structural drawings sheet S001, dated 5-30-2025, it is a critical requirement that *"the general contractor show a minimum of 10 years of experience with heavy timber construction and glued laminated repair."* This experience is not only vital to ensure the structural integrity and longevity of the repairs but also to maintain the architectural and historical character of the E.S. Cobb Resource Center. J. Green Construction Services exceeds this requirement.

We have noted to the entire team that their specialty subcontractor, Dajon, is a current client of my firm – Lysaght & Associates, PA - and has been for 30+ years. That said, we have full confidence in the capabilities of both J. Green Construction Services and Dajon, and we believe their combined team brings the necessary expertise and craftsmanship to deliver a successful and durable outcome for the structural elements to this project.

In addition to meeting the technical criteria, their bid submission was complete, competitive, and responsive to the project specifications. We are confident that their quality of workmanship, familiarity with the local construction environment, and commitment to safety and schedule make them the ideal choice for this project.

Please do not hesitate to contact me should you need any additional information regarding our recommendation or this project. We look forward to seeing this project repaired quickly and effectively, given the high-profile nature of this resource center, and higher wind exposure in this area.

Sincerely,



Michael E. Stone, PE
Principal
Lysaght & Associates, PA
Structural Engineers
120 Saint Mary's Street
Raleigh, NC 27605



FLORIDA COA# CA27822

PROPOSAL
BID NO. 25-038

E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

Base Bid

NINE HUNDRED EIGHTY EIGHT THOUSAND, SEVEN HUNDRED SEVENTY FIVE
(Written) \$988,775.01 (\$ 988,775.08)
RD 08-13-25

*A quantity sheet must be filled out and included for the submittal to be considered.

Bid Security in the proper form and in the amount of \$ 28,799.27 is submitted.

Dunns#/UEID: 079959432 (Federal Transparency Act Reporting Requirement)

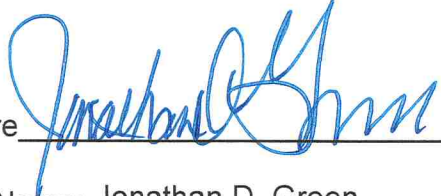
Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CGC-1523005 Expiration Date August 31, 2026

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature  Date: August 12, 2025

Printed Name: Jonathan D. Green Title: President

Company: J Green Construction Services, Inc. Address: 1208 N. Palafox St

Telephone: (850) 791-6776 City: Pensacola

Fax: N/A State: Florida Zip: 32501

E-mail: jon@jgreenconstruction.net

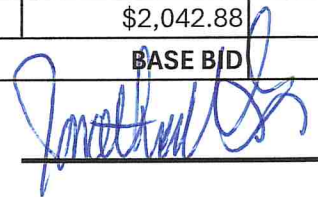
THIS FORM MUST BE INCLUDED IN SUBMITTAL.

E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

BID QUANTITY WORKSHEET

NO.	DIVISION	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
1	00 - P&CR	PERMITS	1	LS	\$2,553.60	\$2,553.60
2	00 - P&CR	BONDS AND INSURANCE	1	LS	\$71,499.27	\$71,499.27
3	01 - GR	QUALITY REQUIREMENTS (TESTING & INSPECTIONS)	1	LS	\$1,075.76	\$1,075.76
4	01 - GR	ALLOWANCES	1	LS	\$771.60	\$771.60
5	01 - GR	TEMPORARY FACILITIES AND CONTROLS	1	LS	\$542.64	\$542.64
6	01 - GR	TEMPORARY TREE AND PLANT PROTECTION	1	LS	\$223.44	\$223.44
7	02 - EC	SELECTIVE DEMOLITION	1	LS	\$7,856.19	\$7,856.19
8	03 - CONCRETE	CONCRETE REPAIRS	1	LS	\$329.41	\$329.41
9	04 - MASONRY	MASONRY CLEANING AND REPAIRS	1	LS	\$1,741.96	\$1,741.96
10	05 - METALS	GLULAM ARCH STEEL BASE REPAIRS	1	LS	\$71,500.80	\$71,500.80
11	06 - WP&C	ROUGH CARPENTRY	1	LS	\$2,855.54	\$2,855.54
12	06 - WP&C	WOOD ROOF DECKING REPAIRS	1	LS	\$3,245.73	\$3,245.73
13	06 - WP&C	GLULAM ARCH REPAIRS	1	LS	\$325,584.00	\$325,584.00
14	07 - T&MP	PREPARATION FOR REROOFING	1	LS	\$1,915.20	\$1,915.20
15	07 - T&MP	POLYVINYL-CHLORIDE (PVC) ROOFING	1	LS	\$260,990.69	\$260,990.69
16	07 - T&MP	SHEET METAL FLASHING AND TRIM (INCLUDING COPING, GUTTERS, AND DOWNSPOUTS)	1	LS	\$51,486.96	\$51,486.96
17	07 - T&MP	JOINT SEALANTS	1	LS	\$810.77	\$810.77
18	08 - OPENINGS	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS (INCLUDING GLAZING AND	1	LS	\$95,130.54	\$95,130.54
19	10 - SPECIALTIES	EXIT SIGN	1	LS	\$255.36	\$255.36
20	09 - FINISHES	EXTERIOR AND INTERIOR PAINTING	1	LS	\$81,255.55	\$81,255.55
21	31 - EARTHWORK	SITE CLEARING AND RE-GRADING	1	LS	\$5,107.20	\$5,107.20
22	31 - EARTHWORK	TERMITE CONTROL	1	LS	\$2,042.88	\$2,042.88
					BASE BID	\$988,775.08

Title: President

Authorized Signature: 

Company Name: J Green Construction Services, Inc.

Printed Name: Jonathan D. Green

\$988,775.09
LD 05-13-25

THIS FORM MUST BE INCLUDED IN SUBMITTAL

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2508166
Contract Account Number: 9205975

KNOW ALL MEN BY THESE PRESENTS, that we J GREEN CONSTRUCTION SERVICES Inc.

1208 N PALAFOX ST
PENSACOLA, FL 32501

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY

P O BOX 4668
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF PENSACOLA, FL

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE ACCOMPANYING BID

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this 12TH day of AUGUST, 2025


Witness


Witness

J GREEN CONSTRUCTION SERVICES

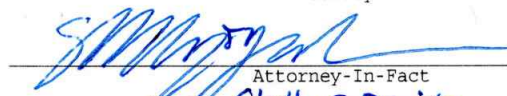
Principal

(Seal)


PRESIDENT
Title

OLD REPUBLIC SURETY COMPANY

Surety


Attorney-In-Fact
Shelby E. Daniels





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SHELBY E. DANIELS, OF PENSACOLA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of SEPTEMBER, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of SEPTEMBER, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3037



Signed and sealed at the City of Brookfield, WI this 12th day of August, 2025.

Karen J. Haffner

Assistant Secretary

DANIELS COMMERCIAL INSURANCE

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: J Green Construction Services, Inc.
Vendor FEIN: 27-0920487 Phone Number: (850) 791-6776
Vendor's Authorized Representative Name and Title: Jonathan D. Green; President
Address: 1208 N. Palafox Street
City: Pensacola State: Florida ZIP: 32501
Email Address: jon@jgreenconstruction.net

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

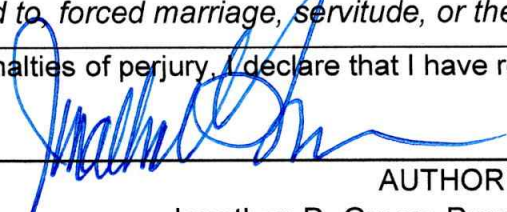
Florida Statute 787.06

(2)(a) "Coercion" means:

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

(2)(e) "Labor" means work of economic or financial value. (2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

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

By:  _____
AUTHORIZED SIGNATURE

Print Name and Title: Jonathan D. Green; President

Date: August 12, 2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: J Green Construction Services, Inc.

Date: August 12, 2025

Authorized
Signature: _____



Printed Name: Jonathan D. Green

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

J Green Construction Services, Inc.

Company Name


Authorized Signature

Jonathan D. Green

Printed Name

August 12, 2025

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ \$500.00, which cost is included in the amount of the bid.

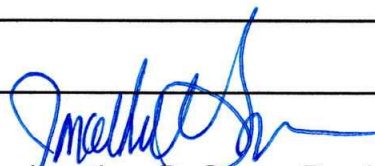
The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Minimize areas of excavations and disrupted earth performed at any one time.

Utilization of erosion control barriers such as silt fencing, erosion control fabric & hay bales.

Promptly seed disturbed earth utilizing mulch to provide temporary protection

Install diversions to control surface water flow and divert water away from work areas and to also collect water as necessary for treatment and safe disposal.



Jonathan D. Green; President J. Green Const.
Authorized Official

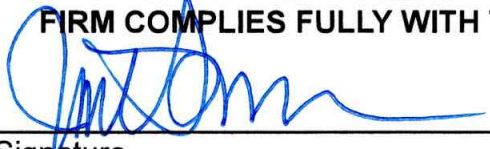
THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



Signature

Jonathan D. Green

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A	N/A	N/A



THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

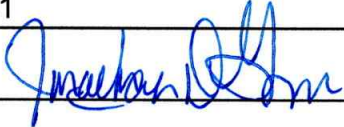
A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business J Green Construction Services, Inc.

Address 1208 N. Palafox Street; Pensacola, FL 32501

Owner(s)'s Name(s) Jonathan D. Green, President 

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF SBE FIRM</u>	<u>PRIME OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT**

I, Jonathan D Green of J Green Construction Services, Inc. Bid # 25-038
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value
N/A - TBD				

*M/WBE categories: African American (B), Asian American (A), Hispanic (H), Native American (N), Woman (W)

The total value of M/WBE contracting will be (\$) TBD.

CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of J Green Construction Services, Inc.

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

x	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
x	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
x	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
x	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
x	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

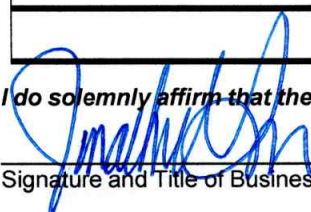
COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: J Green Construction Services, Inc.

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No. 25-038.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes
32503	Estimator	No
32503	Project Manager	No
32591	Book Keeper	No
32536	Carpenter	No

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.


Signature and Title of Business Representative

Jonathan D. Green, President

August 12, 2025

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

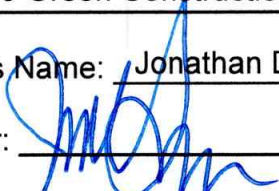
REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #25-038

Purchasing Forms	Initials
1) Proposal Page(s)	<u>jdj</u>
2) Quantity Sheet(s)	<u>jdj</u>
3) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	<u>jdj</u>
4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	<u>jdj</u>
5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	<u>jdj</u>
6) Erosion and Sedimentation Compliance Statement	<u>jdj</u>
7) Drugfree Workplace Certificate	<u>jdj</u>
8) Veteran Business Enterprise Statement	<u>jdj</u>
9) Small Business Enterprise Statement	<u>jdj</u>
10) Minority/Women Business Enterprise Forms	<u>jdj</u>
11) Bidders List	<u>jdj</u>
12) Required Documents Acknowledgement	<u>jdj</u>
13) Acknowledgement of addenda (signed signature pages of addenda)	<u>jdj</u>

<u>Department-Required Documentation</u>	Initials
14) Florida Licensed General Contractor	<u>jdj</u>
OR	
15) Florida Licensed Underground Utilities Contractor	<u> </u>

Company Name: J Green Construction Services, Inc.

Authorized Officer's Name: Jonathan D. Green Title: President

Signature of Officer:  Date: August 12, 2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: July 18, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

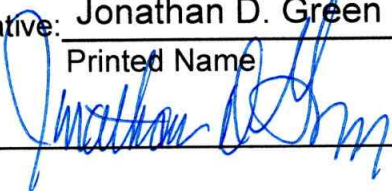
**E.S. COBB RESOURCE CENTER
RENOVATIONS AND REPAIRS**

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: J Green Construction Services, Inc. Date: August 12, 2025

Authorized Representative: Jonathan D. Green Title: President
Printed Name

Signature: 

1. The pre-bid meeting scheduled for July 25, 2025, has been cancelled. No pre-bid meeting will be held for this project.

Addendum Date: August 4, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

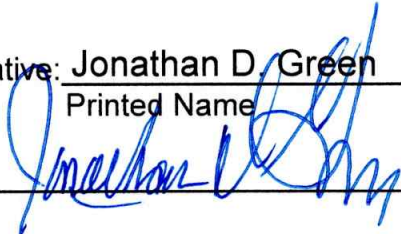
**E.S. COBB RESOURCE CENTER
RENOVATIONS AND REPAIRS**

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: J Green Construction Services, Inc. Date: August 12, 2025

Authorized
Representative: Jonathan D. Green Title: President
Printed Name

Signature: 

Questions and Answers

1. With the bid date pushed out to 8/12, will that extend the start date? If so, do you know what the start date will be at this time?
 - A. The submittal due date has not changed. It remains August 12, 2025. The City would like to start this project as soon as feasibly possible. As with all City projects, the contract award must go before City Council for approval. Following approval, a Notice to Proceed (NTP) is expected to be issued early October 2025. The overall project schedule, including the completion date, will be adjusted accordingly to reflect the Council approval date.
2. Who will be responsible for purchasing the Infrared Thermography inspections per ASTM C1153?
 - A. The City has elected to waive this requirement and will rely on the manufacturer's warranty and final inspection in lieu of separate infrared testing.



J. Green Construction Services, Inc.

General Contractors · Project Managers · Consultants

Contractor Experience

Bid No.: 25-038

E.S Cobb Resource Center Renovations & Repairs

Contractor / Bidder: J Green Construction Services, Inc.

This identification of Contractor Experience is being submitted with our bid as directed by the project Structural Engineer of record Lysaght & Associates, P.A. on plan sheet S-001, (see NOTES TO GENERAL CONTRACTOR):

This contractor, Jonathan D Green, by and through J Green Construction Services and other his other construction companies has over 40 continuous years of commercial & federal government general contracting experience with a multitude of past projects involving heavy timber construction.

Dajon & Associates:

J Green Construction is pleased to include Dajon & Associates as a part of our E.S. Cobb Resource Center team. Established in 1969, Dajon & Associates is a general contracting company specializing in the structural repair and reinforcement of industrial and commercial wood beams and structures either by replacement , epoxy injection and moment splice work. (ref: dejon.com).

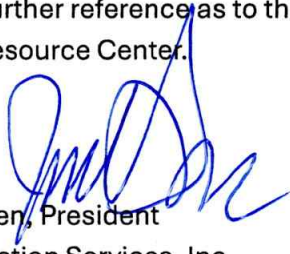
Dajon & Associates extensive and long-standing heavy timber and glue laminated experience, expertise and capability meets and most often far exceeds others in the industry, as measured by their long list of client and design professional references. In addition to these references, two recent projects are practically identical to the E.S. Cobb Resource Center project:

The scope of wood beam repair for the first two identified projects centered around finger lamination and epoxy injection and the third referenced project glulam restoration and epoxy injection.

2018	-	Woodbury High School,	Woodbury, N.J.
2023/24	-	2000 Bainbridge Street,	Richmond, Va
		Vassar College ,	Dutchess County, NY

We encourage any interested party to visit the websites of both J Green Construction and Dajon & Associates for further reference as to this teams ability to successfully renovate and repair conditions at the E.S. Cobb Resource Center.

Respectfully,
Jonathan D. Green, President
J Green Construction Services, Inc.





FINANCIAL SERVICES
PURCHASING

TO: Respondents to Bid No. 25-038, E.S. Cobb Resource Center Renovations and Repairs

FROM: Dedria Lunderman, Purchasing Manager

DATE: August 26, 2025

SUBJ: Notice of Intent to Award

The City of Pensacola recommends award of contract to J. Green Construction, Inc. Although not the lowest bidder, J. Green Construction, Inc. is the only bidder who satisfies all the requirements for the project, including experience working with specialized structural repairs for the Glu-lam Arch repair. J Green Construction, Inc. is able to provide references and the required experience as outlined in Sheet S001.

Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on September 3, 2025. Protest must be delivered to:

Dedria Lunderman
Purchasing Manager
City Hall, 6th floor
222 West Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

A detailed explanation of the protest must specify each and every one of the grounds asserted for the protest. It must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or ITB provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

We hope that you will be able to participate in future opportunities with the City.

cc: Russell Sweatt, Director of Facilities and Fleet, City of Pensacola
Vijay Godishela, Construction Project Manager, City of Pensacola

TABULATION OF BIDS

BID NO. 25-038

TITLE: E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

Submittals Due:	THE	J. GREEN
08/12/25, 2:30 P.M.	GREEN-SIMMONS	CONSTRUCTION
Department:	COMPANY, INC.	SERVICES
Facilities & Fleet/Parks & Rec.	Pensacola, FL	Pensacola, FL
Base Bid	\$703,620.85	\$988,775.08
M/S/V/WBE	SBE	N/A

TABULATION OF BIDS

BID NO. 25-038

TITLE: E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

Submittals Due:	THE	J. GREEN
08/12/25, 2:30 P.M.	GREEN-SIMMONS	CONSTRUCTION
Department:	COMPANY, INC.	SERVICES
Facilities & Fleet/Parks & Rec.	Pensacola, FL	Pensacola, FL
Base Bid	\$703,620.85	\$988,775.08
M/S/V/WBE	SBE	N/A

**CONTRACT BETWEEN CITY OF PENSACOLA AND
J. Green Construction Services, Inc
BASED UPON INVITATION TO BID # 25-038**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 20__, 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 J. Green Construction Services, Inc, (“Contractor”), a corporation authorized to do business in Florida, located at 1208 N. Palafox Street, Pensacola, FL 32501, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited an Invitation to Bid #25-038, on 11th July 2025 (“ITB”), for E.S. Cobb Center Renovations and Repairs, as modified by any addendum to the ITB (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “ITB Documents”); and

WHEREAS, in response to the ITB Documents, the Contractor submitted to the City a proposal dated August 12th, 2025, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform as described in the ITB 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 Nine Hundred Eighty-Eight Thousand Seven Hundred Seventy-Five dollars and nine cents (\$ 988,775.08) 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? (X) 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

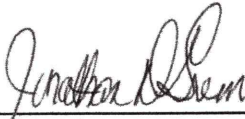
CITY OF PENSACOLA, FLORIDA

J Green Construction Services, Inc.

(Contractor's Name)

Mayor, D. C. Reeves

By



President

Attest: _____

City Clerk, Ericka L. Burnett

Jonathan D. Green

(Printed President's Name)

Approved as to Substance:

Attest Jonathan D. Green

Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)



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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):

- ☐ Lump Sum/Flat Fee
- ☐ Hourly Rate(s)
- ☒ Other: Based on Vendor Tab (Attached as Exhibit B)

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):

- ☐ Lump Sum/Flat Fee: _____
- ☐ Hourly Rate(s) are: _____
- ☒ Other: Based on Vendor Bid Tab

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

N/A

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):

- ☐ One-time, lump sum at the end of the work/project
- ☒ After submission of monthly or periodic invoices
- ☐ Other: _____

EXHIBIT A
ITB DOCUMENTS

PROJECT MANUAL
FOR
E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS



Bid # 25-038

**CITY OF PENSACOLA
FACILITIES AND FLEET
July 2025**

INDEX

Bid No. 25-038

E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

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**THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 25-038**

E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

A sealed, complete hardcopy bid **with original (or electronic) signature**, and **one (1) complete and identical electronic copy (PDF) on flash drive or CD** will be received on **August 12, 2025, 2:30 P.M.**, Central time, at the following location.

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the bid title, and the bid number** (whether hand-delivered, mailed, or via UPS/Fedex or other courier service). Late submittals will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to [Demandstar](#) or [Central Bidding](#). Both sites require registration and varying fees for notifications and document downloads.

NOTE: If submitting an electronic response and a bid/proposal bond is required:

- An insurance company's executed bond **may be included with the electronic submittal**.
- OR
- A certified check/cashier's check **must be delivered** to the address above.

Those submittals received will be opened and publicly read the **following business day** (*August 13, 2025, 10:00 A.M., Central time*) via Microsoft Teams at the following link*: [Microsoft Teams bid reading link](#).

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Bidders are responsible for obtaining addenda and are advised to check the website frequently**. There is no cost to view or download documents from the City website.

In order to review the project requirements, an **optional** pre-bid meeting will be held on **July 25, 2025, at 11:00 A.M.**, Central time, in the Whibbs Conference Room, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL **AND** via Microsoft Teams* at the following link: [Microsoft Teams pre-bid meeting link](#).

Bidders shall submit a certified check, cashier's check, or insurance company's executed bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

The City of Pensacola has established a Minority/Women Business Enterprise Program (MWBE). The MWBE Participation goal for this project is **5%**.

Any questions concerning the bid should be addressed and submitted in writing **no later than 10:00 A.M.**, Central time, August 1, 2025, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main St.
Pensacola, FL 32502
purchasing@cityofpensacola.com

A bid tabulation or a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

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 email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check.](#))

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

INSTRUCTIONS TO BIDDERS

1. AWARD OF CONTRACT

- A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.
- B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.
- C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

2. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the City to submit a statement of facts in detail as to their previous experience in performing similar or comparable work, and of their business and technical organization and financial resources and plant available to be used in performing the contemplated work. A minimum of 5 qualifying project references may be required from previous or current project owners. These references shall be from specific projects of similar size and scope and at least 3 of the 5 shall be from another government municipality, especially if the bidder has not contracted with the City on projects of a same/similar nature within the previous five (5) years of the bid date. The City reserves the express right to not award a contract to a bidder if the provided references do not reveal that the contractor has ample/adequate experience beyond a reasonable doubt to complete the project according to the specifications and within the time frame stipulated.

5. COMMENCEMENT & COMPLETION

The bidder further proposes and agrees hereby to commence the work with an

adequate force and equipment within **(10)** consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing and to complete the work and testing within **120** Calendar days after the commencement date set by the City of Pensacola and to pay as delay day penalty the sum of **\$500** for each and every calendar day used for the completion of the work in excess of that heretofore stated.

6. CONDITIONS AT SITE OF WORK

Bidders shall be responsible for visiting the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

7. DECLARATIONS

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

8. LICENSING REQUIREMENT

Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

Bidder for the project shall hold one or more of the following licenses in order to submit a bid and have qualifying experience relative to the subject project.

- A. Florida Licensed General Contractor
- B. Florida Licensed Underground Utilities Contractor

9. LIEN RELEASE AND AFFIDAVIT

Each Application for Payment shall be accompanied by a Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work in which payment is being requested for have been paid in full. The City shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

10. PENALTIES

The bidder further agrees that in case of failure on his part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as delay day penalties for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

11. PREPARATION OF BIDS

- A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

12. RECEIPT AND OPENING OF BIDS

- A. No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

13. REJECTION OF BIDS

The City reserves the right to reject any and all bids when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of

a bidder who is not, in the opinion of the Engineer, in a position to perform the contract.

14. SPECIAL CONDITIONS

- A. **Public Entity Crimes** - Any 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.
- C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
- D. Florida State Statute 93.240 under section 556.101 through 556.111 requires that all excavators notify gas companies of their intention to perform any excavation at least forty- eight (48) hours (excluding Saturday, Sundays and holidays) prior to beginning work. If excavating, digging, boring, tunneling, blasting or otherwise disturbing the earth in any manner where a buried gas line may be damaged is proposed, please call the toll free number 1-800-432-4770 between the hours of 6:30 a.m. and 4:00 p.m. CST Monday through Friday, forty-eight (48) hours before starting the proposed work, (weekends and holidays excluded). Contractor shall notify all utility companies to locate and mark all utility facilities forty-eight (48) hours before starting any excavation.
- E. The general contractor will submit a maintenance traffic plan which will satisfy the traffic conditions outlined in the general notes.
- F. The general contractor shall post the construction site with "NO TRESPASSING" signs, to prevent amateur archaeologists from entering the site without authorization.

Bid No. 25-038

E.S. Cobb Resource Center Renovations and Repairs

SCOPE OF WORK

Project Location: 601 E Mallory St, Pensacola, FL 32503

The scope of work includes all labor, materials, equipment, supervision, permitting, and incidentals required to complete the structural renovation and exterior envelope upgrades of the E.S. Cobb Resource Center. The intent is to restore and preserve structural integrity, improve building performance, and prevent further water intrusion.

I. General Description of Work

Demolition & Preparation

- Selective demolition and removal of existing damaged structural and envelope components, including deteriorated roof areas, windows, sealants, and other items indicated on the drawings.
- Temporary protection, shoring and staging as required to protect occupants, existing finishes, and site elements during construction.
- Prepare for reroofing.
- Temporary removal of chain link fencing for access.

Structural Repairs

- Masonry cleaning, repair or fill mortar joints and minor defects and new finish per architectural drawings.
- Repair and reinforcement of Glued Laminated (Glulam) arches and wood decking per structural drawings.
- Temporary shoring by the General Contractor
- Temporary protection of existing elements to remain
- Reinforcement and structural retrofit per structural drawings.
- Anchoring, blocking, and additional bracing as required.
- Repair or replacement of damaged roof systems.
- Flashing, copings, trim, and counterflashing upgrades.
- Tie-in with drainage system and roof penetrations.
- Provide and installation of prefinished metal gutters and downspouts as per architectural drawings.
- Provide new exterior building sealant

Window and Sealant Replacement

- Removal and disposal of deteriorated window.
- Installation of new commercial-grade, impact-rated storefront windows, storefront entrance, and glazing per Architectural Drawings and Specifications.
- Application of weatherproof sealants and flashing systems around window openings.
- Ensure watertight integrity through field testing and inspection.

Finishes

- Provide interior and exterior paints and coatings as indicated in drawings and specifications

Site Protection & Controls

- Tree and plant protection per Section 015639 of the specifications.
- Dust, noise, and debris control throughout the project duration.
- Security of the work zone including fencing and controlled access.
- Coordination with City Staff during phased construction.
- Provide termite control treatment.

Quality Control and Closeout

- Coordination of inspections and punch list completion.
- Submittals and shop drawings, including material and product data.
- Warranty documentation.
- Final cleaning and turnover of work site in a clean, safe, and operable condition.

II. Special Considerations

- Contractor must coordinate work to ensure uninterrupted community access as feasible.
- All work must comply with the latest Florida Building Code, local ordinances, and applicable state/federal regulations.
- All construction activity shall meet the requirements outlined in the 100% Construction Documents attached.
- Contractor is responsible for obtaining all required permits and inspections.

III. Reference Documents

- COP ES Cobb Renovations and Repairs – Specifications (attached)

The following sets of drawings are issued as a combined file: ITB-25038-ESCobbRenovRepairs Plans (PDF)

- COP ES Cobb Renovations and Repairs – Structural Drawings
- COP ES Cobb Renovations and Repairs – Architectural Drawings

PROPOSAL
BID NO. 25-038

E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

Base Bid

(Written)

(\$ _____)

**A quantity sheet must be filled out and included for the submittal to be considered.*

Bid Security in the proper form and in the amount of \$ _____ is submitted.

Dunns#/UEID: _____ (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. _____ Expiration Date _____

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Address: _____

Telephone: _____ City: _____

Fax: _____ State: _____ Zip: _____

E-mail: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Bid No. 25-038
E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS
BID QUANTITY WORKSHEET

NO.	DIVISION	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
1	00 – P&CR	PERMITS	1	LS		
2	00 – P&CR	BONDS AND INSURANCE	1	LS		
3	01 - GR	QUALITY REQUIREMENTS (TESTING & INSPECTIONS)	1	LS		
4	01 - GR	ALLOWANCES	1	LS		
5	01 - GR	TEMPORARY FACILITIES AND CONTROLS	1	LS		
6	01 - GR	TEMPORARY TREE AND PLANT PROTECTION	1	LS		
7	02 - EC	SELECTIVE DEMOLITION	1	LS		
8	03 - CONCRETE	CONCRETE REPAIRS	1	LS		
9	04 - MASONRY	MASONRY CLEANING AND REPAIRS	1	LS		
10	05 - METALS	GLULAM ARCH STEEL BASE REPAIRS	1	LS		
11	06 – WP&C	ROUGH CARPENTRY	1	LS		
12	06 – WP&C	WOOD ROOF DECKING REPAIRS	1	LS		
13	06 – WP&C	GLULAM ARCH REPAIRS	1	LS		
14	07 – T&MP	PREPARATION FOR REROOFING	1	LS		
15	07 – T&MP	POLYVINYL-CHLORIDE (PVC) ROOFING	1	LS		
16	07 – T&MP	SHEET METAL FLASHING AND TRIM (INCLUDING COPINGS, GUTTERS, AND DOWNSPOUTS)	1	LS		
17	07 – T&MP	JOINT SEALANTS	1	LS		
18	08 - OPENINGS	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS (INCLUDING GLAZING AND	1	LS		
19	10 - SPECIALTIES	EXIT SIGN	1	LS		
20	09 - FINISHES	EXTERIOR AND INTERIOR PAINTING	1	LS		
21	31 - EARTHWORK	SITE CLEARING AND RE-GRADING	1	LS		
22	31 - EARTHWORK	TERMITE CONTROL	1	LS		
			BASE BID			

Title:_____

Authorized Signature:_____

Company Name:_____

Printed Name:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____ Phone Number: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

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

(2)(e) "Labor" means work of economic or financial value. (2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____

Date: _____

Authorized

Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debarbs Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**City of Pensacola
Florida**

**CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE**

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business _____

Address _____

Owner(s)'s Name(s) _____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF SBE FIRM</u>	<u>PRIME OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW

Form	Submission Requirements	Required Form
M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Bidder will use on the project.	Due with bid/proposal	Form A
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project.	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	Form B, A, and C
Formal Agreement Affidavit Indicates that Prime Contractor will enter into a formal agreement with the firms listed on the MWBE Utilization Commitment (Form A).	Due with bid/proposal if goal is met	Form C and A
Statement of Intent to Perform Contract with Own Workforce Indicates that the bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force AND will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing and not purchasing supplies/materials). <u>**APPLIES TO CURRENT CITY CERTIFIED M/WBEs ONLY</u>	Form D
Letter of Intent to Perform as a Subcontractor or Sub consultant Identifies minority participation will be used on the project. Form E is signed by the M/WBE	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on Form A .	Form E
Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the City of all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment.	Form F
Subcontracting Opportunities Bidders a list of the areas in which the bidder sought subcontractors and suppliers.	Due with GFE documentation when requested.	Form G

**CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT**

I, _____ Bid # _____
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

The total value of M/WBE contracting will be (\$) _____.

CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

CITY OF PENSACOLA
FORM C – FORMAL AGREEMENT AFFIDAVIT

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority and Women Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

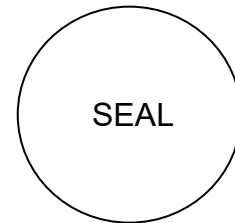
Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
_____ 20____

Notary Public

My commission expires _____



CITY OF PENSACOLA
FORM D
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____. contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ **Name of Authorized Officer:** _____

Signature: _____

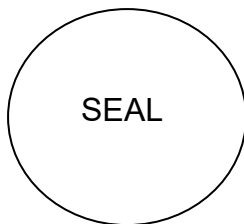
Title: _____

State of _____, **County of** _____

Subscribed and sworn to before me this _____ **day of** _____ **20** _____

Notary Public

My commission expires _____



This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM F - DOCUMENTATION FOR ALL PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

Current Requested Payment Amount: _____

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/WBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: _____ Approved/Certified By: _____

Name

Title: _____

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH YOUR REQUEST FOR FINAL PAYMENT****

This form may be reproduced.
May 2018

CITY OF PENSACOLA
FORM G – SUBCONTRACT / PURCHASE OPPORTUNITIES

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

The following is a list of subcontract/purchase opportunities our firm made available to contractors/suppliers & other providers on this project.

Commodity Code	Description of work

This form may be reproduced.
May 2018

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA WORKFORCE REPORT

Company Name: _____

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No. _____.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

Signature and Title of Business Representative

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: _____

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No. _.

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	\$40,000

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? _____.
2. What was the percentage of all existing employees that are local residents? _____.
3. What was the percentage of local business participation? _____.

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

Signature and Title of Business Representative

Date

This form may be reproduced.
December 2020

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #25-038

Purchasing Forms	Initials
1) Proposal Page(s)	_____
2) Quantity Sheet(s)	_____
3) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
6) Erosion and Sedimentation Compliance Statement	_____
7) Drugfree Workplace Certificate	_____
8) Veteran Business Enterprise Statement	_____
9) Small Business Enterprise Statement	_____
10) Minority/Women Business Enterprise Forms	_____
11) Bidders List	_____
12) Required Documents Acknowledgement	_____
13) Acknowledgement of addenda (signed signature pages of addenda)	_____

<u>Department-Required Documentation</u>	Initials
14) Florida Licensed General Contractor	_____
OR	
15) Florida Licensed Underground Utilities Contractor	_____

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

STATEMENT OF NO PROPOSAL

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to **Bid/RFP/RFQ #25-038** for the following reason(s):

SPECIFICATIONS

___ Specifications too "tight" (i.e., limited to one brand or manufacturer)

___ Specifications unclear

___ Unable to meet specifications

NATURE OF AWARD

___ Insufficient time to respond

___ Equivalent options not offered

___ Other (please explain below)

Explanation:

We request to:

___ remain in this service category for future City of Pensacola solicitations.

___ be removed from this service category and remain on the City's solicitation list.

___ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

Signature of Officer: _____ Date: _____

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of work for, or on behalf of the City, the Contractor shall procure and maintain insurance of the types and limits specified. The term City, as is used in this section, is defined to mean The City of Pensacola, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

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

Worker's Compensation

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate disease.

Commercial General, Automobile, Contractor's Pollution Liability and Umbrella Liability Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability, Business Auto, and Contractor's Pollution Liability policies filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed Page 35 of 42 operations (including pollution related claims), independent contractors, and

property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

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

Contractor's Pollution Liability coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual

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

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE CONTRACTOR PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all 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 and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

This Contract is governed and construed in accordance with 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 the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida

Builders' Risk Insurance Addendum to Contract

Builder's Risk insurance, coverage must be provided at replacement cost, covering the full contract value for the construction being performed, including the existing structure, if applicable. Such builder's risk policy shall be written on an **All-Risk** form that includes coverage for reasonable compensation a Construction Manager's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, sub-contractors, and sub-sub-contractors in the Project. Property covered by the builder's risk insurance shall include City's Direct Purchase Materials whether stored on or off-site and temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such builder's risk insurance shall cover portions of the Project stored off the site, and portions of the Project in transit. **The City shall be named as an additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.** Builder's risk Insurance deductibles shall be subject to the following requirements:

- (a) The deductible under this policy shall not exceed \$100,000 for loss caused by FLOOD or NAMED WINDSTORM or \$25,000 for all other perils.
- (b) The City shall not be liable for amounts that may represent a deductible or retention in any insurance policy. The payment of such deductible or retention shall be the sole responsibility of the Contractor. A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall use the proceeds from the builder's risk policy to repair or replace the damaged property, but the Contractor's obligation to repair or replace the damaged property shall not be limited by the amount of builder's risk policy proceeds. The Contractor shall be responsible for all damages and necessary repairs and replacements whether or not the loss is covered in the builder's risk policy and whether or not the proceeds from the builder's risk policy are sufficient to pay the full cost of necessary repairs and replacements.
- (c) The policy coverage may not terminate until final acceptance of the work described in this contract by City. Final acceptance shall not be deemed to have been made solely on account of substantial completion

The Builders Risk form should contain no exclusions of perils previously identified and written on a "All Risk" policy form.

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than \$1,000,000. As applicable to sole proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

PURCHASING GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.
3. **Bid Bond:** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola accompany your proposal as specified in the Invitation to Bid. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.
4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.
5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
6. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** 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.
8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.
11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
14. **Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

- 15. Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.
- 16. Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
- 17. Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
- 18. Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.
- 19. Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 20. Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 21. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 22. Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the

responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.

23. Public Records Law: The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

24. Rejection of Bids: The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

25. Sealed Response: All executed City forms must be submitted. All responses must be signed by an authorized representative of the proposer.

A. Hardcopy response: In the event more than one submittal deadline is scheduled for the same date and time, do not include responses concerning different sets of specifications within the same envelope. The face of the sealed envelope shall be plainly marked identifying the responder, the bid/RFP/Rfq title and number. It shall be the sole responsibility of the respondent to assure receipt of the submittal at the Purchasing Office prior to the published time for the submittal deadline.

B. Electronic response: Respondent may submit an electronic submittal to the sites mentioned on page 4. Offers by telephone, fax, or email will **NOT BE ACCEPTED**.

26. Tax: The City of Pensacola is exempt from all State and local sales tax.

27. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

28. Venue: Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
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**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID #_____**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 20__, 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 _____, (“Contractor”), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #_____, on _____, 20__ (“Invitation to Bid”), as described in Project Manual/Specifications for _____, Bid #_____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “Bid Documents”); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20__, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid 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 _____ (\$_____) 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

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A
BID DOCUMENTS

SAMPLE

EXHIBIT B

PROPOSAL

The Proposal dated _____, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

PUBLIC CONSTRUCTION BOND

STATE OF FLORIDA
COUNTY OF _____

BY THIS BOND, WE: _____, as Principal
and _____ a corporation, as Surety, are bound
to **City of Pensacola**, herein called Owner, in the sum of \$_____ for payment of
which we bind ourselves, our heirs, personal representatives, successors, and assigns,
jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner
for construction of _____,
the contract being made a part of this bond by reference, at the times and in the
manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida
Statutes, supplying Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract;
and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including
appellate proceedings, that Owner sustains because of a default by Principal under
the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for
the time specified in the contract, then this bond is void; otherwise it remains in full
force.
5. Any action instituted by a claimant under this bond for payment must be in
accordance with the notice and time limitation provision in Section 255.05(2),
Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with
any formalities connected with the contract or the changes does not affect Surety's
obligation under this bond.

PRINCIPAL

SURETY

OWNER

Name _____ City of Pensacola

Bus. _____
Addr. _____ P. O. Box 12910
Pensacola, FL 32521

Tel. # _____ (850) XXX-XXXX

IN WITNESS WHEREOF, the said

_____, as Principal herein has caused these presents to be signed in triplicate in its name, by its _____ under its corporate seal, and the said _____ as surety herein, has caused these presents to be signed in triplicate in its name by its _____ under the corporate seal, this _____ day of _____, 20____A.D.

ATTEST:

_____ (Print)	_____ Principal
_____ Signature	_____ By (Print)

ATTEST:

_____	_____ (Title)
_____ (Print)	_____ Signature
_____ Signature	

Surety

By _____
(Print)

(Title)

Signature

GENERAL CONDITIONS

E.S. Cobb Resource Center Renovations and Repairs

**Prepared by
CITY OF PENSACOLA
FACILITIES AND FLEET
July 2025**

GENERAL CONDITIONS
SECTION 1
DEFINITIONS

1.0 DEFINITIONS

Whenever in any of the Contract Documents the following terms are used, the intent and meaning shall be defined as follows:

1.1 CONTRACT

The agreement executed by the Owner and the Contractor, of which these General Conditions form a part.

1.2 OWNER

The City of Pensacola, the party of the first part of the Contract.

1.3 CONTRACTOR

A person, firm or corporation with whom a Contract has been made directly or through accredited representatives that may have entered into a Contract with the City of Pensacola, and who is liable for the acceptable performance of all legal debts pertaining to the work, the party of the second part of the Contract.

1.4 ENGINEER

The authorized representative of the Owner employed to provide engineering supervision, and/or inspection of the work performed by the Contractor and where the term "Owner" is used in connection with the interpretation of the drawings and specifications, or in connection with the enforcement of the provisions of same, the Engineer, as the Owner's representative, shall have authority to act.

1.5 SUBCONTRACTOR

A person, firm, or corporation to whom the Contractor sublets any part of the Contract.

1.6 INSPECTOR

The authorized representative of the Engineer, assigned to make all necessary inspections of the materials furnished for the work and of the work performed by the Contractor.

1.7 CONTRACT DOCUMENTS

The Contract Documents are composed of the Invitation to Quote, Instruction to Quoters, Form of Proposal, Form of Contract, General Conditions, Project Specifications, and Drawing(s) if applicable.

GENERAL CONDITIONS
SECTION 2
EXECUTION OF CONTRACT

2.0 ASSIGNMENT

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the City of Pensacola. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

2.1 PRECONSTRUCTION CONFERENCE

Within ten (10) days after execution of the Agreement, the Contractor will submit to the City Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the work and a schedule of shop drawing submissions.

Before starting the work, a conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the Engineer of Record and/or his representatives, and the Contractor and/or his representatives and any others deemed necessary by the City of Pensacola.

2.2 TERMINATION OF CONVENIENCE

A contract may be terminated in whole or in part by the City of Pensacola at any time and for any reason in accordance with this clause whenever the City of Pensacola shall determine that such termination is in the best interest of the City of Pensacola. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

GENERAL CONDITIONS
SECTION 3
CONTRACTOR

3.0 LICENSES, PERMITS, CONSTRUCTION, AND EMPLOYMENT PRACTICES

All contractors shall secure all licenses and permits and comply with all laws, regulations and building and construction codes as required by the State, City and County in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the State and Federal Government.

3.1 QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person shall be employed in violation of the State or the National labor laws. No person under the age of sixteen (16) years shall be employed on the project under the contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.

3.2 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways, will result from its use; equipment shall be modern, in good condition and adequate in size to perform the work in satisfactory time intervals.

3.3 USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades, and smoking and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

3.4 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

3.5 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of such metering device or equipment, the Contractor shall advise the Owner as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due to the Contractor in the hands of the Owner. The provisions of this section shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

3.6 PAYMENTS BY CONTRACTOR

The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.
3. To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

3.7 SUBCONTRACTING

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractors, which statement shall contain such information as the Owner may require.

3.8 REMOVAL AND DISPOSAL OF OBSTRUCTIONS

1. All fences, buildings, or other obstructions upon or within the limits of the work area, shall be removed by the Contractor and carefully placed on the abutting property or otherwise disposed of, if and as required. The cost of removing any existing structure shall be included in the price bid for the construction of new structures.
2. Any artifacts or items of historical value that are discovered in the work area are the property of the City of Pensacola and shall be removed as directed by the Engineer. The Contractor shall take care not to damage said items if at all possible.

3.9 INVESTIGATION, UTILITIES, AND DIFFERING SITE CONDITIONS

1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work taking into specific account the Project site and the general and local conditions related thereto, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and

seasons; physical conditions at the work-site and the Project area as a whole, topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions, equipment and facilities needed preliminary to and during performance of the Work, and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 4 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.
3. During the Work, the Contractor shall immediately upon the discovery of, and, before such conditions are disturbed, notify the City in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Plans and Specifications or other City-furnished information, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. If, however, a differing or unknown site condition requires immediate action by the Contractor to protect Work in progress from significant damage or to protect the health or safety of persons, the Contractor shall as soon as possible under the circumstances, and before such conditions are disturbed, if reasonably possible, provide the written notice specified herein. The City will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, the construction completion dates shall be equitably adjusted by Change Order upon timely and proper request for Change Order in accordance with Section 5.
4. No claim by the Contractor under this Section will be allowed unless the Contractor has given the notices required in Section 5. If the City is not given written notice before the conditions are disturbed, or in accordance with the Section 5 for later notice in the case of a condition requiring immediate emergency action to protect the Work in progress or the health or safety of persons, the Contractor will be deemed to have waived its right to assert a claim for additional compensation and time arising out of such conditions.

GENERAL CONDITIONS
SECTION 4
CONTROL OF WORK

4.1 ENGINEER AS REFEREE

It is agreed by the parties hereto that the Engineer of Record shall decide all questions which may arise relative to the interpretation of the plans, specifications, and other contract documents pertaining to the character, quality, amount and value of any work done, and the materials furnished under or by reason of this Contract. His estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.

4.2 DRAWINGS

1. The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans will be supplemented by the Engineer with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.
The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant. They shall include shop details, erection plans, masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Engineer must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false work, centering and form work may also be required and such cases shall be likewise subject to approval unless approval is waived by the Engineer.
It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until he has received them.
The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.
2. Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relation to their location and their connection to other parts of the work.

3. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

4.3 SHOP DRAWINGS

1. The Contractor shall submit for approval of the Engineer of Record, copies of all shop and setting drawings and schedules required for the work and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Engineer may direct.
2. The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed.
3. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.
4. Where a shop drawing as submitted by the Contractor indicates a departure from the contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the Contract price or extension of time, the Engineer of Record will approve the drawing.
5. The approval by the Engineer of Record of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error that may exist.

4.4 INTENT OF CONTRACT DOCUMENTS

1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Contractor whether or

not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the City in writing and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from the City. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
3. Drawings are intended to show general arrangements, design, and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications, or of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the City.

4.5 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not shown on the specifications and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to furnish a strictly first-class job in strict accord with best practice to be found in structures or work of a similar nature.

4.6 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work for and the coordination of the operation of all trades, subcontractors, or suppliers engaged in the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

4.7 OTHER WORK

1. City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts to other contractors. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
2. Contractor shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.
3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Contractor shall inspect and promptly report to the City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

4.8 CONSTRUCTION STAKING AND PROJECT LAYOUT

1. City shall provide initial vertical and horizontal (h/v) control information for the project, in the form of surveyed benchmarks, at designated coordinate locations as specifically indicated on the plans. The Contractor shall be responsible for the protection and preservation of all benchmarks throughout the duration of the project. The Contractor shall be responsible for all initial, intermediate, and finish h/v layout and staking necessary for the completion of construction. This shall include, but not be limited to, the establishment of finished layout and/or grade points/elevations of intersections, curb islands and drainage structures, etc., based upon the initial h/v control information provided by the City. Replacement of damaged/removed benchmarks by the City shall be handled by the Contractor and done at the Contractor's expense.

2. Should the Contractor, in the course of work, find that the points, grades, and dimensions which are shown upon the plans are not conformable to the physical conditions of the locality at the proposed project site, he shall immediately inform the City of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and dimensions which are shown on the plans. Should the Contractor, in the course of work, discover/determine that any surveyed benchmark information provided by the City (or other entity) is inconsistent with the plans or has been incorrectly established, he shall notify the City immediately. No claim shall be made by the Contractor against the City for compensation or damages by reasons for failure of the City to represent upon said plans, points, grades and dimensions conformable to the actual physical conditions of the locality of the proposed work.

4.9 INSPECTION

The City and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

4.10 INSPECTION FACILITIES

The Contractor shall provide and shall maintain, unless otherwise specified, suitable, and adequate facilities at the site of the project for the use of those representatives or agents of the City assigned to the project until the completion of this Contract.

4.11 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. Testing of all materials shall be paid for by the City. Retesting required because of failure to comply with the specifications shall be paid for by the Contractor.

4.12 "OR EQUAL" CLAUSE

Specified reference in the specifications to any article, device, product, material, fixtures, form, or type of construction, etc., by name, make, or catalogue number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may at his option use any article, device, product, material, fixture, form, or type of construction which, in the judgment of the City, expressed in writing, is equal to that named.

4.13 TEMPORARY SUSPENSION OF WORK

The Engineer/City shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to unsuitable weather, or such other conditions as considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract.

4.14 SUSPENSION OF WORK

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor, or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the contract, or persistently disregard instructions of the Consultant or fail to observe or perform any provisions of the contract documents, or otherwise be guilty of a substantial violation of any provisions of the contract documents, then the City may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned to the City thereby; and, in such case, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract documents.

4.15 DELAYS – DAMAGES

1. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Form of Proposal, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and, in lieu thereof, the Contractor shall pay to the City as fixed, agreed, delay penalties for each calendar day of delay until the work is completed or accepted, the amount as set forth in the Form of Proposal,

and the Contractor and sureties shall be liable for the amount thereof. Provided, that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with delay penalties because of any delays in the completion of the work due to unforeseeable causes beyond the Contractor's control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the City in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty (30) days, by the Contractor to the City, whose decision on such appeal as to the facts of the delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

2. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work from any cause whatever, including those for which the City may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
3. Where actual damages for any delay in completion contemplated by this section are impossible to determine by reason of the City's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for and shall pay to the City, as set forth in the form of Proposal, agreed and delay penalties for each calendar day of such delay until the work is completed or accepted. Provided, that the City may accept the work if there has been such a degree of completion as will, in its opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with delay penalties, but the City may assess damages caused by such delay.

4.16 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Form of Proposal.

GENERAL CONDITIONS
SECTION 5
PROTECTION OF PERSONS AND PROPERTY

5.0 LAWS

The Contractor shall comply with all federal, state, county, and city laws, ordinances, or regulations controlling the action or operation of those engaged upon the work, or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the Owner and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders, or decrees, whether by himself or his employees.

5.1 FURNISHING RIGHT OF WAY

All necessary right of way for the proper completion of the work will be secured by the Owner without cost to the Contractor.

5.2 SANITARY PROVISIONS

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State or Local Board of Health. He shall commit no public nuisance.

5.3 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the City Engineer, and whenever the street or roadway is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the street or roadway actually under construction, the Contractor shall provide and maintain a passable driveway as directed by the Engineer.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed so as not to be blown over by the wind.

Fire hydrants on or adjacent to the premises on streets where construction is in progress shall be kept accessible to the fire apparatus at all times and no material or obstruction shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable and obstruction of gutters and ditches will not be permitted. Material stored along the street or roadway must be placed so as to cause as little obstruction to the public as possible.

5.4 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, the removal or destruction of which is not called for by the plans. This applies to public utilities, trees, monuments, fences, pipe, and underground structures, etc., and whenever such property is damaged due to the activities of the Contractors, it shall be immediately restored to its original condition by the Contractor at his own expense.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor from receiving property compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, when same is made necessary by alteration of grade or alignment, and such work is authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

GENERAL CONDITIONS
SECTION 6
PAYMENT

6.0 SCOPE OF PAYMENTS

It is understood and agreed that the Contractor shall receive and accept the prices and rates, as herein specified, in full payment for furnishing all materials, labor, equipment and tools, and for performing all the work contemplated and embraced in the attached specifications and proposal; and also, for all loss or damage arising out of the nature of the work aforesaid, or from action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance, as hereinafter provided for; and also, for all risks of every description and all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein provided for, or for any infringement of patent, trademark, or copyright, and for the completion of the work in accordance with the plans specifications and contract.

6.1 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance of the work by the City, it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

6.2 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work as herein provided for are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities or work done.

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

6.3 CHANGES IN WORK

A. The City may at any time, by written order and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. In making any change the charge or credit for the change shall be approximately determined by the City in one of the following methods prior to the issuance of the order for the changed work:

1. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include the Contractor's overhead and profit.) On any change which involves a net credit to the City, no allowance for overhead and profit shall be figured.

2. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
3. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefor.

(Cost applicable to 1, 2, and 3 above may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rate charges for foremen, also social security, old age and unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security, old age and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than mentioned above, bond, or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expense.)

- B. The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used for computing the value of any change that might be ordered.
- A. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
- B. Should the Contractor encounter, or the City discover, during the progress of the work, sub-surface or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in the drawings and specifications, the attention of the City shall be called immediately to such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the Contract shall, with the written approval of the City, be modified to provide for any increase or decrease of cost or difference in time resulting from such conditions.

6.4 CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 6.3.

The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the City in writing. The City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

6.5 OMITTED ITEMS

The City shall have the right to cancel the portions of the Contract relating to the construction of any time therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of work by order of the City.

6.6 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct the work injured or not performed in accordance with the Contract documents, an equitable deduction from the contract price shall be made by agreement between the City and Contractor.

6.7 CONTRACT TIME AND DELAY PENALTIES

Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed from the City. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide forty-eight (48) hours' notice prior to beginning the Work.

The Work shall be fully/finally completed and deemed ready by the City for final completion within the allotted calendar days from the Commencement Date. The Contract Time shall be the time period from the Commencement Date to the date of Final Completion ("Contract Time")

As the project approaches final completion, the City shall compile a "punch list" of any remaining exceptions to final/full completion of the project. The Project shall be deemed to be fully/finally completed by the City on the date that the City certifies in writing that the construction of it, or specified part thereof, is completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended, and all punch list items have been completed to the satisfaction of the City.

6.8 ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the work have been approved by the City, according to the Contract, the City shall within ten (10) days unless otherwise provided, make the final inspection and a final estimate showing the value of the work as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made are approximate only, subject to correction in the final payment. The amount of this estimate, less any sums that may have been deducted or retained upon the provision of this contract, will be paid to the Contractor within thirty (30) days after the final estimate has been approved by the City, provided that the Contractor has properly maintained the project as hereinafter specified, and provided he has furnished to the party of the first part a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done under this contract.

The Contractor agrees that the payment of all just claims for materials, against him, or any subcontractor in connection with this contract, and his bond will not be released by final acceptance and payment by the City unless all such claims are paid or released.

6.9 GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

6.10 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

This Contract will be considered complete when all work has been completed and the final inspection made, the work accepted by the City and the final estimate paid. The Contractor will then be released from further obligation except as set forth in Section 6.7 of these General Conditions and the requirement to maintain products and completed operations coverage as contained herein.

6.11 INVOICE SUBMITTAL

The City of Pensacola will accept only one request for partial payment per month. Applications for partial payments must reference subject project, note the City's purchase order number, coincide with the City's percentage of work completed, and be certified by the City Engineer's office before the partial request for payment will be processed. Unless otherwise modified in the contract documents, retainage shall be ten (10) percent until final payment.

The City of Pensacola normally issues checks for payment of invoices on the 10th of each month. The signed and correct Pay Request must have been received by the Engineering Division by the 25th of the prior month or as otherwise requested. Pay requests received after the 25th will be processed by the 10th of the subsequent following month. Each Pay Request shall be accompanied by a (1) Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work payment is being requested on have been paid in full, and (2) an updated construction project schedule. The City shall not be required to make payment until and unless these documents are furnished by the contractor. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute § 218.70. All purchases subject to availability of funds in the City's budget.

6.12 PAYMENTS WITHHELD

The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence, subsequent inspections of the Work, or failure of the Contractor to submit pay request as described in Section 6.9 above.

The City may nullify the whole or any part of any approval for payment previously issued and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Contractor's expense.

The City also may offset against any sums due Contractor the amount of any delay penalty obligations of Contractor to City, whether relating to or arising out of this Agreement or any other agreement between Contractor and the City.

APPLICATION AND CERTIFICATION FOR PAYMENT

Page 1 of 1

To Owner:
City of Pensacola
Facilities and Fleet
P. O. Box 12910
Pensacola, FL 32521

Project Manager:

Application #:

Period:

- ☐ OWNER
☐ ENGINEER
☐ CONTRACTOR
☐
☐

From Contractor:

Date Submitted:

Project Name:

Purchase Order #:

CONTRACTORS APPLICATION FOR PAYMENT

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

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

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 _____ 2021
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\$ _____

(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 Name: E.S. Cobb Resource Center Renovations and Repairs

Date Received:

Inspector:

Contractor:

Contract Duration:

Start Date:

Date of

Phone:

Fax:

Completion:

Application #:				Contract		Work Completed		Work Completed		Work Completed		%
Period :				Amount		Previous		This Period		To Date		Completed To Date
Item #	Brief Description	Qty	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS- PERMITS	1	LS									
2	00 - PROCUREMENT & CONTRACTING REQUIREMENTS- BONDS & INSURANCE	1	LS									
3	GENERAL REQUIREMENTS – QUALITY REQUIREMENTS (TESTING AND INSPECTIONS)	1	LS									
4	GENERAL REQUIREMENTS- ALLOWANCES	1	LS									
5	GENERAL REQUIREMENTS- TEMPORARY FACILITIES AND CONTROLS	1	LS									
6	GENERAL REQUIREMENTS- TEMPORARY TREE AND PLANT PROTECTION	1	LS									
7	02 - EXISTING CONDITIONS- SELECTIVE DEMOLITION	1	LS									
8	03 – CONCRETE- CONCRETE REPAIRS	1	EA									
9	04 – MASONRY- MASONRY CLEANING AND REPAIRS	1	LS									
10	05 – METALS- GLULAM ARCH STEEL BASE REPAIRS	1	LS									
11	06 - WOOD, PLASTICS, AND COMPOSITES - ROUGH CARPENTRY	1	LS									
12	06 - WOOD, PLASTICS, AND COMPOSITES - WOOD ROOF DECKING REPAIRS	1	LS									
13	06 - WOOD, PLASTICS, AND COMPOSITES- GLULAM ARCH REPAIRS	1	LS									
14	07 - THERMAL AND MOISTURE PROTECTION- PREPARATION FOR REROOFING	1	LS									
15	07 - THERMAL AND MOISTURE PROTECTION-POLYVINYL-CHLORIDE (PVC) ROOFING	1	LS									
16	07 - THERMAL AND MOISTURE PROTECTION- SHEET METAL FLASHING AND TRIM (INCLUDING COPINGS, GUTTERS, AND DOWNSPOUTS)	1	LS									
17	07 - THERMAL AND MOISTURE PROTECTION- JOINT SEALANTS	1	LS									
18	08 – OPENINGS- ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS (INCLUDING GLAZING AND HARDWARE)	1	LS									
19	10 – SPECIALTIES- EXIT SIGN	1	LS									
20	09 – FINISHES- EXTERIOR AND INTERIOR PAINTING	1	LS									
21	31 – EARTHWORK- SITE CLEARING AND RE-GRADING	1	LS									
22	31 – EARTHWORK- TERMITE CONTROL	1	LS									

GENERAL CONDITIONS
SECTION 7
PREVENTION, CONTROL, AND ABATEMENT OF EROSION
AND WATER POLLUTION

7.1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Engineer.

7.2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

7.3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

7.4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

7.5 Preconstruction Conference.

At the Preconstruction Conference, provide to the City a special plan to prevent, control, and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project erosion control plan will be governed by federal, state, and local regulations.

7.6 Construction Requirements.

7.6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures functional.

7.6.2 Incorporation of Erosion Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use approved temporary erosion control features to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion that

develops during normal construction operations, which are not associated with permanent erosion control features on the project.

The Engineer may authorize temporary erosion control features when Topsoil is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

- 7.6.3 Scheduling of Successive Operations:** Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

7.6.4 Details for Temporary Erosion Control Features:

7-6.4.1 General: Use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. For design details for some of these items, refer to the Water Quality Section of the Roadway and Traffic Design Standards, latest edition of FDOT specifications.

7.6.4.2 Temporary Grassing: The Engineer may designate certain areas of grassing constructed as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing and the reduce the specified rate of spread for fertilizer used in conjunction with grassing operations when such work is designated as a temporary erosion control feature.

7.6.4.3 Temporary Sod: Furnish and place sod within areas designated by the Engineer to temporarily control erosion. If the Engineer determines that the sod will be of a temporary nature, he may not require fertilizer and lime. Keep the sod in a moist condition in order to ensure growth. The Contractor will pay for all required watering under erosion control.

7.6.4.4 Temporary Mulching: Furnish and apply a 2 to 4 inch [50 to 100 mm] thick blanket of straw or hay mulch to designated areas, then mix or force the mulch into the top 2 inches [50 mm] of the soil in order to temporarily control erosion. Use only undecayed straw or hay which can readily be cut into the soil. The Contractor may substitute other measures for temporary erosion control, such as hydromulching, chemical adhesive soil stabilizers, etc., for mulching with straw or hay, if approved by the Engineer. When beginning permanent grassing operations, plow under temporary mulch materials in conjunction with preparation of the ground.

7.6.4.5 Sandbagging: Furnish and place sandbags in configurations to control erosion and siltation.

7.6.4.6 Slope Drains: Construct slope drains in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function.

7.6.4.7 Sediment Basins: Construct sediment basins in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function. Clean out sediment basins as necessary in accordance with the plans or as directed.

7.6.4.8 Berms: Construct temporary earth berms to divert the flow of water from an erodible surface.

7.6.4.9 Baled Hay or Straw: Provide bales having minimum dimensions of 14 by 18 by 36 inches [350 by 450 by 900 mm], at the time of placement. Construct baled hay or straw dams to protect against downstream accumulations of silt. Construct the baled hay or straw dams in accordance with the details shown in the plans or the Roadway and Traffic Design Standards.

Place the dam to effectively control silt dispersion under conditions present on this project. The Contractor may use alternate solutions and usage of materials if approved.

7.6.4.10 Temporary Silt Fences:

7.6.4.10.1 General: Furnish, install, maintain, and remove temporary silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans, and the Roadway and Traffic Design Standards.

7.6.4.10.2 Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements necessary to accommodate those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective temporary silt fence that controls sediment comparable to the Roadway and Traffic Design Standards, Index No. 102.

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.

After installation of sediment control devices, repair portions of any devices damaged at no expense to the City.

Erect temporary silt fence at upland locations across ditchlines and at temporary locations shown on the plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach temporary silt fence to existing trees unless approved by the Engineer.

7.6.4.10.3 Inspection and Maintenance: Inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately $\frac{1}{2}$ of the volume capacity of the temporary silt fence or as directed by the Engineer. Dress any sediment deposits remaining in place after the temporary silt fence is no longer required to conform to the finished grade, and prepare and seed them.

7.6.4.11 Floating Turbidity Barriers and Staked Turbidity Barriers:

Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the plans or as approved by the Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters.

7.6.4.12 Rock Bags: Furnish and place rock bags to control erosion and siltation. Place the bags as shown in the plans, the Roadway and Traffic Design Standards or as directed by the Engineer. Use a fabric material with openings that are clearly visible to minimize clogging yet small enough to prevent rock loss. Use material of sufficient strength to allow removing and relocating bags without breakage. The bag size when filled with rocks shall be approximately 12 by 12 by 4 inch [300 by 300 by 100 mm]. Use No. 4 or No. 5 coarse aggregate rock.

7.6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

7.7 Maintenance of Erosion Control Features.

7.7.1 General: Provide routine maintenance of permanent and temporary erosion control features, at no expense to the City, until the project is complete and accepted. If reconstruction of such erosion control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the City. If reconstruction of permanent or temporary erosion control features is necessary due to factors beyond the control of the Contractor, the City will pay for replacement under the appropriate Contract pay item or items.

7.7.2 Mowing: The Engineer may direct mowing of areas within the limits of the project. Mow these designated areas within seven days of receiving such order. Do not mow slopes that are steeper than three horizontal to one vertical.

7.8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet [150 m], and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion control work deemed necessary.

7.9 Compliance with NPDES requirements

Contractor shall be solely responsible for ensuring all dirt/sediment/turbid water remains on this jobsite and overall NPDES compliance. Any failure to comply will result in a \$500 penalty per daily occurrence. Contractor will be provided with written notice of failure and funds will be deducted from final payment for contract retainage.

7.10 Basis of Payment.

The lump sum amount listed under erosion control on the proposal shall be the only compensation allowed the contractor. The items covered under this item includes construction and routine maintenance of temporary erosion control features and for moving. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent

operations. The Contractor shall include these costs in the Contract prices for grading items. Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the City's forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress payment.

E.S. COBB RESOURCE CENTER RENOVATIONS

Pensacola, Florida

SPECIFICATIONS **100% DESIGN**

May 30, 2025
Prepared by STOA Architects
STOA #24005

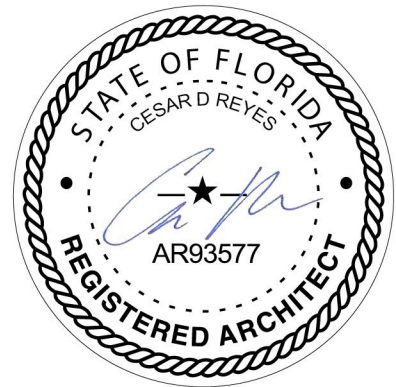


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040110 MASONRY CLEANING

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SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section Includes: General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for removing existing trees and shrubs .

1.2 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape or the average of the smallest and largest diameters at a height 6 inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12 inches above the ground for trees larger than 4-inch size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
 - a. Tree-service firm's personnel and equipment needed to make progress and avoid delays.
 - b. Arborist's responsibilities.
 - c. Quality-control program.
 - d. Coordination of Work and equipment movement with the locations of protection zones.
 - e. Trenching by hand or with air spade within protection zones.
 - f. Field quality control.

1.4 ACTION SUBMITTALS

- A. Tree-Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.
- B. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For arborist and tree service firm.
- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction in accordance with recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- E. Quality-control program.

1.6 QUALITY ASSURANCE

- A. Tree-Service Firm Qualifications: An experienced tree-service firm that has successfully completed temporary tree- and plant-protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.

5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.
- D. Take precautions to protect plants from airborne contaminants, such as paint or fireproofing overspray.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.
 - a. Height: 48 inches.
 - b. Color: High-visibility orange, nonfading.
 2. Gates: Single- swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches.
- B. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
1. Lettering: 3-inch- high minimum, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch blue vinyl tape around each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Plastic Fencing: Stretch fabric taut and secure to posts without bows or sags.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 50 ft. on protection-zone fencing, but no fewer than four signs with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain hydration of plants to assure plant survival.
- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
- B. Unless otherwise directed by arborist and acceptable to Architect, do not cut tree leaders.
- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.
- E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

- F. Chip removed branches and dispose of off-site.

3.5 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

3.6 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.7 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours in accordance with arborist's written instructions.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Soil Aeration: Aerate surface soil compacted during construction. Aerate 10 ft. beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

END OF SECTION 015639

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:

1. Demolition and removal of selected portions of exterior building structure and site elements.
2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.

B. Related Requirements:

1. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
2. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner as indicated.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.
 - 6. Review and finalize protection requirements.
 - 7. Review procedures for noise control and dust control.
 - 8. Review storage, protection, and accounting for items to be removed for salvage or reinstallation.

1.6 INFORMATIONAL SUBMITTALS

- A. Survey of Existing Conditions: Submit survey.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
 - 1. It is not expected that hazardous materials will be encountered in the Work.

- a. Hazardous materials will be removed by Owner before start of the Work.
 - b. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Historic Areas: Demolition and hauling equipment and other materials to be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.
- F. On-site sale of removed items or materials is not permitted.

1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed for salvage or reinstallation. Photograph or video conditions that might be misconstrued as damage caused by removal.
2. Photograph or video existing conditions of adjoining construction including finish surfaces, that might be misconstrued as damage caused by selective demolition operations or removal of items for salvage or reinstallation.

3.2 PREPARATION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.3 SALVAGE/REINSTALL

- A. Removed and Salvaged Items:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- B. Removed and Reinstalled Items:
 1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- B. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section 075419 "Polyvinyl-Chloride (PVC) Roofing" for new roofing requirements.
 - 1. Remove existing roof membrane, flashings, copings, and roof accessories.
 - 2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 040110 - MASONRY CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cleaning the following:
 - 1. Unit masonry surfaces.

1.3 DEFINITIONS

- A. Very Low-Pressure Spray: Under 100 psi.
- B. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- C. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.
- D. High-Pressure Spray: 800 to 1200 psi; 4 to 6 gpm.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to cleaning masonry including, but not limited to, the following:
 - a. Verify masonry-cleaning equipment and facilities needed to make progress and avoid delays.
 - b. Materials, material application, and sequencing.
 - c. Cleaning program.
 - d. Coordination with building occupants.

1.5 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform masonry-cleaning work in the following sequence:
 - 1. Remove plant growth.

2. Inspect for open mortar joints. Where repairs are required, delay further cleaning work until after repairs are completed, cured, and dried to prevent the intrusion of water and other cleaning materials into the wall.
3. Remove paint.
4. Clean masonry surfaces.
5. Where water repellents are to be used on or near masonry, delay application of these chemicals until after cleaning.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Include material descriptions and application instructions.
 2. Include test data substantiating that products comply with requirements.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For paint-remover manufacturer and chemical-cleaner manufacturer.
- B. Preconstruction Test Reports: For cleaning materials and methods.
- C. Cleaning program.

1.8 QUALITY ASSURANCE

- A. Paint-Remover Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.
- B. Chemical-Cleaner Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.
- C. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used; protection of surrounding materials; and control of runoff during operations. Include provisions for supervising worker performance and preventing damage.
 1. If materials and methods other than those indicated are proposed for any phase of cleaning work, add a written description of such materials and methods, including evidence of successful use on comparable projects and demonstrations to show their effectiveness for this Project.

1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry-cleaning work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Clean masonry surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least seven days after completion of cleaning.

PART 2 - PRODUCTS

2.1 PAINT REMOVERS

- A. Low-Odor, Solvent-Type Paste Paint Remover: Manufacturer's standard low-odor, water-rinsable, solvent-type paste, gel, or foamed emulsion formulation, for removing paint from masonry; containing no methanol or methylene chloride.

2.2 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F.
- C. Detergent Solution, Job Mixed: Solution prepared by mixing 2 cups of tetrasodium pyrophosphate (TSPP), 1/2 cup of laundry detergent, and 20 quarts of hot water for every 5 gal. of solution required.
- D. Mold, Mildew, and Algae Remover, Job Mixed: Solution prepared by mixing 2 cups of tetrasodium pyrophosphate (TSPP), 5 quarts of 5 percent sodium hypochlorite (bleach), and 15 quarts of hot water for every 5 gal. of solution required.

2.3 ACCESSORY MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, glazed masonry, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.

2.4 CHEMICAL CLEANING SOLUTIONS

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended in writing by chemical-cleaner manufacturer.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent paint removers and chemical cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
 - 1. Cover adjacent surfaces with materials that are proven to resist paint removers and chemical cleaners used unless products being used will not damage adjacent surfaces. Use protective materials that are waterproof and UV resistant. Apply masking agents according to manufacturer's written instructions. Do not apply liquid strippable masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
 - 2. Do not apply chemical solutions during winds of enough force to spread them to unprotected surfaces.
 - 3. Neutralize alkaline and acid wastes before disposal.
 - 4. Dispose of runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- B. Remove gutters and downspouts and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall when masonry cleaning is complete.
 - 1. Provide temporary rain drainage during work to direct water away from building.

3.2 CLEANING MASONRY, GENERAL

- A. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.
- B. Proceed with cleaning in an orderly manner; work from top to bottom and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- C. Use only those cleaning methods indicated for each masonry material and location.
 - 1. Brushes: Do not use wire brushes or brushes that are not resistant to chemical cleaner being used.
 - 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage surfaces, including joints.
 - a. Equip units with pressure gages.
 - b. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a cone-shaped spray.

- c. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
 - d. For high-pressure water-spray application, use fan-shaped spray that disperses water at an angle of at least 40 degrees.
 - e. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.
- D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.
- E. Perform additional general cleaning, paint and stain removal, and spot cleaning of small areas that are noticeably different when viewed according to the "Cleaning Appearance Standard" Paragraph, so that cleaned surfaces blend smoothly into surrounding areas.
- F. Water Application Methods:
1. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches from masonry surface and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- G. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces according to chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- H. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.
- I. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

3.3 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing remaining growth to dry as long as possible before removal. Remove loose soil and plant debris from open joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to planned cleaning methods. Extraneous substances include paint, calking, asphalt, and tar.
1. Carefully remove heavy accumulations of rigid materials from masonry surface with sharp chisel. Do not scratch or chip masonry surface.
 2. Remove paint and calking with alkaline paint remover.

- a. Comply with requirements in "Paint Removal" Article.
 - b. Repeat application up to two times if needed.
3. Remove asphalt and tar with solvent-type paste paint remover.
- a. Comply with requirements in "Paint Removal" Article.
 - b. Apply paint remover only to asphalt and tar by brush without prewetting.
 - c. Allow paint remover to remain on surface for 10 to 30 minutes.
 - d. Repeat application if needed.

3.4 PAINT REMOVAL

- A. Paint-Remover Application, General: Apply paint removers according to paint-remover manufacturer's written instructions. Do not allow paint removers to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.

3.5 CLEANING MASONRY

- A. Cold-Water Wash: Use cold water applied by low-pressure spray.
- B. Detergent Cleaning:
1. Wet surface with cold water applied by low-pressure spray.
 2. Scrub surface with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet.
 3. Rinse with cold water applied by low-pressure spray to remove detergent solution and soil.
 4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
- C. Mold, Mildew, and Algae Removal:
1. Wet surface with cold water applied by low-pressure spray.
 2. Apply mold, mildew, and algae remover by brush or low-pressure spray.
 3. Scrub surface with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that surface remains wet.
 4. Rinse with cold water applied by low-pressure spray to remove mold, mildew, and algae remover and soil.
 5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

3.6 FINAL CLEANING

- A. Clean adjacent nonmasonry surfaces of spillage and debris. Use detergent and soft brushes or cloths.
- B. Remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- C. Remove masking materials, leaving no residues that could trap dirt.

END OF SECTION 040110

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood products.
2. Wood-preservative-treated lumber.
3. Miscellaneous lumber.

B. Related Requirements:

1. Section 313116 "Termite Control" for site application of borate treatment to wood framing.

1.2 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.
- C. Exposed Framing: Framing not concealed by other construction.
- D. Lumber grading agencies, and abbreviations used to reference them, include the following:
1. NeLMA: Northeastern Lumber Manufacturers' Association.
 2. NLGA: National Lumber Grades Authority.
 3. SPIB: The Southern Pine Inspection Bureau.
 4. WCLIB: West Coast Lumber Inspection Bureau.
 5. WWPA: Western Wood Products Association.

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
- B. Maximum Moisture Content:
 - 1. Boards: 19 percent.
 - 2. Dimension Lumber: 19 percent for 2-inch nominal thickness or less; no limit for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1, use categories as follows:
 - 1. UC3A (All Other Commodity Specifications): Coated products excluding sawn products in exterior construction not in contact with ground, exposed to all weather cycles but protected from liquid water. Include the following items:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 3. After treatment, redry dimension lumber to 19 percent maximum moisture content.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
- B. Roofing Nailers: Structural- or No. 2-grade lumber or better; kiln-dried Douglas fir, southern pine, or wood having similar decay-resistant properties.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used if it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

2.4 FASTENERS

- A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture.
 - 1. Where rough carpentry is pressure-preservative treated or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329 or of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- C. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with

function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- D. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- E. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. ICC-ES evaluation report for fastener.
- G. Securely attach roofing nailers to substrates by anchoring and fastening to withstand bending, shear, or other stresses imparted by Project wind loads and fastener-resistance loads as designed in accordance with ASCE/SEI 7.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Attach wood roofing nailers securely to substrate to resist the designed outward and upward wind loads indicated on Drawings and in accordance with ANSI/SPRI ED-1, Tables A6 and A7.

END OF SECTION 061000

SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of This Section Includes:
 - 1. Partial roof tear-off.
 - 2. Full roof tear-off.
 - 3. Roof re-cover preparation.
 - 4. Base flashing removal.
 - 5. Fastener pull-out testing.
 - 6. Disposal.

1.2 DEFINITIONS

- A. EPS: Molded (expanded) polystyrene.
- B. Full Roof Tear-off: Removal of existing roofing system down to existing roof deck.
- C. Partial Roof Tear-off: Removal of selected components and accessories from existing roofing system.
- D. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.
- E. Roof Re-Cover Preparation: Existing roofing system is to remain and be prepared for new roof installed over it.

1.3 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site or other agreed upon arrangement.
 - 1. Meet with Architect, Owner, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing tear-off, including, but not limited to, the following:
 - a. Reroofing preparation, including roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system components that are to remain.
 - c. Existing roof drainage during each stage of reroofing.
 - d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.

- e. Existing roof deck conditions requiring Architect and Owner notification.
- f. Existing roof deck removal procedures and Owner notifications.
- g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
- h. Structural loading limitations of roof deck during reroofing.
- i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
- j. Governing regulations and requirements for insurance and certificates if applicable.
- k. Existing conditions that may require Architect and Owner notification before proceeding.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
 - 1. Include certificate that Installer is approved by warrantor of existing roofing system.
- B. Field Test Reports: Fastener pull-out test report.
- C. Photographs or Video: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations.
 - 1. Submit before Work begins.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Approved by warrantor of existing roofing system to work on existing roofing.
- B. Regulatory Requirements:
 - 1. Comply with governing EPA notification regulations before beginning roofing removal.
 - 2. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 FIELD CONDITIONS

- A. Existing Roofing System: Unconfirmed. Field verify existing roofing system.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

- C. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed.
- D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- E. Hazardous Materials:
 - 1. It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Owner and Architect.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty, unless warrantor is unknown. If warrantor is known:
 - 1. Notify warrantor before proceeding with the Work.
 - 2. Notify warrantor of existing roofing system on completion of reroofing and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect.
 - a. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 TEMPORARY PROTECTION MATERIALS

- A. EPS Insulation: ASTM C578.
- B. Plywood: DOC PS 1, Grade CD, Exposure 1.
- C. OSB: DOC PS 2, Exposure 1.

2.2 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are the Contractor's responsibility.

2.3 INFILL AND REPLACEMENT MATERIALS

- A. Use infill materials matching existing roofing system materials unless otherwise indicated.

1. Infill materials are specified in Section 075419 "Polyvinyl-Chloride (PVC) Roofing" unless otherwise indicated.
- B. Wood blocking, curbs, and nailers are specified in Section 061000 "Rough Carpentry."
- C. Parapet Sheathing:
 1. ASTM C1177/C1177M or ASTM C1278/C1278M water-resistant gypsum substrate; thickness as indicated.
- D. Fasteners: Factory-coated steel fasteners with metal or plastic plates listed in FM Approvals' RoofNav, and acceptable to new roofing system manufacturer.

2.4 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection of In-Place Conditions:
 1. Protect existing roofing system that is not to be reroofed.
 2. Loosely lay 1-inch-minimum thick, EPS insulation over existing roofing in areas not to be reroofed.
 - a. Loosely lay 15/32-inch plywood or OSB panels over EPS. Extend EPS past edges of plywood or OSB panels a minimum of 1 inch.
 3. Limit traffic and material storage to areas of existing roofing that have been protected.
 4. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
 5. Comply with requirements of existing roof system manufacturer's warranty requirements.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Shut down air-intake equipment in the vicinity of the Work.
- D. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

3.2 ROOF TEAR-OFF

- A. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.

- B. Remove pavers and accessories from roofing.
 - 1. Store and protect accessories for reuse in manner not to exceed structural loading limitations of roof deck.
- C. Remove ballast, protection mat, and EPS insulation from protected roofing membrane.
 - 1. Discard EPS insulation that is damaged or exceeds 8 lb/cu. ft..
 - 2. Store EPS insulation for reuse and protect it from physical damage.
- D. Full Roof Tear-off: Where indicated on Drawings, remove existing roofing and other roofing system components as indicated.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify the Architect and Owner.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify the Architect and Owner.
- D. Provide additional deck securement as indicated on Drawings.

3.4 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas .
 - 1. Installation of infill materials is specified in Section 075419 "Polyvinyl-Chloride (PVC) Roofing."
 - 2. Installation of wood blocking, curbs, and nailers is specified in Section 061000 "Rough Carpentry."
- B. Install new roofing patch over roof infill area.
 - 1. If new roofing is installed the same day tear-off is made, roofing patch is not required.

3.5 ROOF RE-COVER PREPARATION

- A. Remove blisters, ridges, buckles, mechanically attached roofing fastener buttons projecting above roofing, and other substrate irregularities from existing roofing that inhibit new recover boards from conforming to substrate.
 - 1. Broom clean existing substrate.
 - 2. Verify that existing substrate is dry.
 - a. Spot check substrates with an electrical capacitance moisture-detection meter.

3. Remove materials that are wet or damp.

3.6 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
 1. Replace metal counterflashings damaged during removal with counterflashings specified in Section 076200 "Sheet Metal Flashing and Trim."
- C. Inspect parapet sheathing, wood blocking, curbs, and nailers for deterioration and damage. Immediately notify the Architect and Owner if replacement or repairs are required.

3.7 FASTENER PULL-OUT TESTING

- A. Perform fastener pull-out tests according to SPRI FX-1, and submit test report to roofing manufacturer before installing new roofing system.
 1. Roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

3.8 DISPOSAL

- A. Collect demolished materials and place in containers.
 1. Promptly dispose of demolished materials.
 2. Do not allow demolished materials to accumulate on-site.
 3. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Polyvinyl chloride (PVC) roofing system.
2. Accessory roofing materials.
3. Roof insulation.
4. Insulation accessories and cover board.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
3. Section 077100 "Roof Specialties" for premanufactured copings and roof edge flashings.

1.2 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Construction Manager, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.

9. Review roof observation and repair procedures after roofing installation.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Polyvinyl chloride (PVC) roofing system.
2. Accessory roofing materials.
3. Roof insulation.
4. Insulation accessories and cover board.

B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of compliance with performance requirements.
2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For roof membrane and insulation, tests performed by independent qualified testing agency indicating compliance with specified requirements.

D. Evaluation Reports: For components of roofing system, from ICC-ES.

E. Field Test Reports:

1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

F. Field quality-control reports.

G. Sample Warranties: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.
- B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.7 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturers: A qualified manufacturer that is UL listed, listed in FM Approvals' RoofNav, or listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.
 - 2. Installers: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, and other components of roofing system.
 2. Warranty Period: 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, and cover boards, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings to withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings to remain watertight.
1. Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 2. Impact Resistance: Roof membrane to resist impact damage when tested according to ASTM D3746, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Material Compatibility: Roofing materials to be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the wind uplift pressures listed in the structural drawings when tested according to FM Approvals 4474, UL 580, or UL 1897.
- D. Energy Star Listing: Roofing system to be listed on the DOE's Energy Star "Roof Products Qualified Product List" for low-slope roof products.
- E. Energy Performance: Roofing system to have an initial solar reflectance of not less than 0.55 and an emissivity of not less than 0.75 when tested in accordance with ANSI/CRRC S100.
- F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class B; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- G. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.2 POLYVINYL CHLORIDE (PVC) ROOFING SYSTEM

- A. PVC Sheet Type III: ASTM D4434/D4434M, fabric reinforced.

1. Thickness: 60 mils.
 2. Exposed Face Color: White.
- B. PVC Nitrate Alloy Sheet: ASTM D4434/D4434M, Type III, polyester-reinforced, thermoplastic acrylonitrile-butadiene polymer (NBP) blend.
1. Thickness: 60 mils.
 2. Exposed Face Color: White.
- C. PVC Ketone Ethylene Ester (KEE) Sheet: ASTM D4434/D4434M, Type III.
1. Membrane Thickness: 60 mils.
 2. Exposed Face Color: White.
- D. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Roof Vents: As recommended by roof membrane manufacturer.
1. Size: Not less than 4-inch diameter.
- E. Bonding Adhesive: Manufacturer's standard.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.4 ROOF INSULATION

General: Preformed roof insulation boards manufactured or approved by PVC roof membrane manufacturer.

- A. Extruded-Polystyrene Board Insulation: ASTM C578, Type IV, 1.45-lb/cu. ft. minimum density, 25 psi minimum compressive strength, square edged.
1. Size: As required roof manufacturer.
 2. Thickness as needed to achieve required R-value.

2.5 INSULATION ACCESSORIES AND COVER BOARD

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Induction-Welding Plates: Minimum 3-inch diameter with recessed center, 0.034-inch thick, aluminum-zinc-alloy-coated steel plates, factory-coated with adhesive formulated for roof membrane, with corresponding corrosion-resistant fasteners.
- D. Glass-Mat Gypsum Cover Board: ASTM C1177/C1177M, water-resistant gypsum board.
 - 1. Thickness: As indicated.
 - 2. Surface Finish: Fiberglass facer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction.

3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

3.4 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Wood and Wood Panel Decking:
 - 1. Install base layer of insulation as required by roof manufacturer.
 - a. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - b. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - c. Fill gaps exceeding 1/4 inch with insulation.
 - d. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - e. Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to wood decks.
 - 1) Fasten insulation according to requirements in SPRI's Directory of Roof Assemblies for specified Wind Uplift Load Capacity.
 - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
 - 2. Install upper layers of insulation with joints of each layer offset not less than 12 inches from previous layer of insulation or as recommended by the roof manufacturer.
 - a. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - b. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - c. Fill gaps exceeding 1/4 inch with insulation.
 - d. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - e. Adhere each layer of insulation to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29. Follow roof manufacturer recommendations.

3.5 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.
 - 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - 2. Cut and fit cover board tight to nailers, projections, and penetrations.

3.6 INSTALLATION OF MECHANICALLY FASTENED ROOF MEMBRANE

- A. Mechanically fasten roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. For in-splice attachment, install roof membrane with long dimension perpendicular to steel roof deck flutes.
- D. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- E. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- F. Mechanically fasten or adhere roof membrane securely at terminations, penetrations, and perimeter of roofing.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. In-Seam Attachment: Secure one edge of PVC sheet using fastening plates or metal battens centered within seam, and mechanically fasten PVC sheet to roof deck.
- I. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
 - 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- J. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Perform the following tests:
 - 1. Infrared Thermography: Testing agency surveys entire roof area using infrared color thermography according to ASTM C1153.
 - a. Perform tests before overlying construction is placed.
 - b. After infrared scan, locate specific areas of leaks by electrical capacitance/impedance testing or nuclear hydrogen detection tests.
 - c. After testing, repair leaks, repeat tests, and make further repairs until roofing and flashing installations are watertight.
 - 1) Cost of retesting is Contractor's responsibility.
 - d. Testing agency to prepare survey report of initial scan indicating locations of entrapped moisture, if any.
 - 2. Electrical Capacitance/Impedance Testing: Testing agency surveys entire roof area for entrapped water within roof assembly according to ASTM D7954/D7954M.
 - a. Perform tests before overlying construction is placed.
 - b. After testing, repair leaks, repeat tests, and make further repairs until roofing and flashing installations are watertight.
 - 1) Cost of retesting is Contractor's responsibility.
 - c. Testing agency to prepare survey report indicating locations of entrapped moisture, if any.
 - 3. Testing agency to prepare survey report indicating locations of initial discontinuities, if any.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.8 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for

deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.9 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

- 1. Owner: **<Insert name of Owner>**.
- 2. Owner Address: **<Insert address>**.
- 3. Building Name/Type: **<Insert information>**.
- 4. Building Address: **<Insert address>**.
- 5. Area of Work: **<Insert information>**.
- 6. Acceptance Date: _____.
- 7. Warranty Period: **<Insert time>**.
- 8. Expiration Date: _____.

- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

- D. This Warranty is made subject to the following terms and conditions:

- 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding **<Insert mph>**;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and

- g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 075419

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Custom flashing and trim fabrications, made from the following:
 - 1. Sheet metal materials.
 - 2. Underlayment.
 - 3. Miscellaneous materials.
- B. Related Requirements:
 - 1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Section 075419 "Polyvinyl-Chloride (PVC) Roofing" for materials and installation of sheet metal flashing and trim integral with roofing.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
 - 3. Review requirements for insurance and certificates if applicable.
 - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Plans, elevations, sections, and attachment details.
 - 2. Fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
 - 3. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 4. Details for forming, including profiles, shapes, seams, and dimensions.
 - 5. Details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 6. Details of termination points and assemblies.
 - 7. Details of roof-penetration flashing.
 - 8. Details of edge conditions, including eaves, rakes, crickets, flashings, and counterflashings.

9. Details of special conditions.
10. Details of connections to adjoining work.
11. Formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches.

- C. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.

1.4 INFORMATIONAL SUBMITTALS

- A. Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Research Reports: For copings and roof edge flashing, from an agency acceptable to authority having jurisdiction showing compliance with ANSI/SPRI/FM 4435/ES-1.
- D. Qualification Statements: For fabricator.
- E. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Entity that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Entity that employs a supervisor who is an NRCA ProCertified Roofing Foreman or installers who are NRCA ProCertified Architectural Metal Flashings and Accessories Installers.
- C. For roof edge flashings and copings that are ANSI/SPRI/FM 4435/ES-1 tested, shop is to be listed as able to fabricate required details as tested and approved.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 2. Protect stored sheet metal flashing and trim from contact with water.

- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.8 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings and copings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
 - 1. Design Pressure: As indicated on Drawings.

- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METAL MATERIALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

- B. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with minimum ASTM A653/A653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with minimum ASTM A792/A792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.

1. Nominal Thickness: 0.022 inch.
2. Surface: Smooth, flat.
3. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
4. Color: As selected by Architect from manufacturer's full range.
5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

- C. Aluminum Sheet: Coil-coated sheet, ASTM B209/B209M, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

1. Thickness: 0.065 inch.
2. Surface: Smooth, flat.
3. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
4. Color: As selected by Architect from manufacturer's full range.
5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - 2. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329/F2329M.
 - 3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- F. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.

4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 ft. on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

G. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
3. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

H. Do not use graphite pencils to mark metal surfaces.

2.5 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters:

1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
2. Fabricate in minimum 96-inch-long sections.

3. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard, but with thickness not less than twice the gutter thickness.
 4. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
 5. Gutter Profile: Style A in accordance with cited sheet metal standard.
 6. Expansion Joints: Butt type with cover plate.
 7. Gutters with Girth 21 to 25 Inches (530 to 640 mm): Fabricate from the following materials:
 - a. Galvanized Steel: 0.034 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.034 inch thick.
 - c. Aluminum: 0.050 inch thick.
- B. Downspouts: Fabricate rectangular downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.
1. Fabricated Hanger Style: Fig. 1-35H in accordance with SMACNA's "Architectural Sheet Metal Manual."
 2. Fabricate from the following materials:
 - a. Galvanized Steel: 0.022 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.
 - c. Aluminum: 0.024 inch thick.

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing and Fascia Cap: Fabricate in minimum 96-inch-long, but not exceeding 12 ft. long sections. Furnish with 6-inch-wide, joint cover plates. Shop fabricate interior and exterior corners.
1. Joint Style: Butted with expansion space and 6-inch-wide, concealed backup plate.
 2. Fabricate from the following materials:
 - a. Galvanized Steel: 0.028 inch thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.
 - c. Aluminum: 0.050 inch thick.
- B. Copings: Fabricate in minimum 96-inch-long, but not exceeding 12 ft.- long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Shop fabricate interior and exterior corners.
1. Coping Profile: As shown and in accordance with SMACNA's "Architectural Sheet Metal Manual."
 2. Joint Style: Butted with expansion space and 6-inch-wide, concealed backup plate.
 3. Fabricate from the following materials:
 - a. Aluminum: 0.050 inch thick.

- C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch thick.
- D. Flashing Receivers: Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch thick.
- E. Roof-Penetration Flashing: Fabricate from the following materials:
 - 1. Galvanized Steel: 0.028 inch thick.
 - 2. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Galvanized Steel: 0.028 inch thick.
 - 2. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.
 - 3. Stainless Steel: 0.0188 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrates, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SHEET METAL FLASHING AND TRIM, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 - 1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, or sealant.
 - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.

4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 8. Do not field cut sheet metal flashing and trim by torch.
 9. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of uncoated-aluminum and stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
1. Space movement joints at maximum of 10 ft. with no joints within 24 inches of corner or intersection.
 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
 - 1. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 2. Do not use torches for soldering.
 - 3. Heat surfaces to receive solder, and flow solder into joint.
 - a. Fill joint completely.
 - b. Completely remove flux and spatter from exposed surfaces.
- H. Rivets: Rivet joints in where necessary for strength.

3.3 INSTALLATION OF ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters:
 - 1. Join sections with riveted and soldered joints or joints sealed with sealant.
 - 2. Provide for thermal expansion.
 - 3. Attach gutters at eave or fascia to firmly anchor them in position.
 - 4. Provide end closures and seal watertight with sealant.
 - 5. Slope to downspouts.
 - 6. Fasten gutter spacers to front and back of gutter.
 - 7. Anchor and loosely lock back edge of gutter to continuous cleat.
 - 8. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 24 inches apart.
 - 9. Anchor gutter with gutter brackets or straps spaced not more than 24 inches apart to roof deck unless otherwise indicated, and loosely lock to front gutter bead.
 - 10. Install gutter with expansion joints 50 ft. apart. Install expansion-joint caps.
- C. Downspouts:
 - 1. Join sections with 1-1/2-inch telescoping joints.
 - 2. Provide hangers with fasteners designed to hold downspouts securely to walls.
 - 3. Locate hangers at top and bottom and at approximately 60 inches o.c.
 - 4. Provide elbows at base of downspout to direct water away from building.
 - 5. Connect downspouts to underground drainage system.

3.4 INSTALLATION OF SLOPED ROOF SHEET METAL FABRICATIONS

- A. Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard.
 - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
 - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing:

1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.

C. Copings:

1. Install copings in accordance with ANSI/SPRI/FM 4435/ES-1.

D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless steel draw band and tighten.

E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.

1. Insert counterflashing in receivers and fit tightly to base flashing.
2. Extend counterflashing 4 inches over base flashing.
3. Lap counterflashing joints minimum of 4 inches.
4. Secure in waterproof manner by means of snap-in installation and sealant or lead wedges and sealant unless otherwise indicated.

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with sealant and clamp flashing to pipes that penetrate roof.

3.5 INSTALLATION OF MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing:

1. Coordinate installation of equipment support flashing with installation of roofing and equipment.
2. Weld or seal flashing with elastomeric sealant to equipment support member.

3.6 INSTALLATION TOLERANCES

A. Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 ft. on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.7 CLEANING

- A. Clean and neutralize flux materials. Clean off excess solder.
- B. Clean off excess sealants.

3.8 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior sealants.
2. Exterior sealants.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Interior sealants.
2. Exterior sealants.

B. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

B. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.

C. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Manufacturers' special warranties.
- B. Installer's special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 - 2. Conduct field tests for each kind of sealant and joint substrate.
 - 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - 5. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 6. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 - 7. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.8 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.

4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.9 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Five years from date of Substantial Completion.
 2. Warranty Period: Twenty years from date of Substantial Completion for silicone-based sealants.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Exterior Sealants: For joints in vertical surfaces, provide ASTM C920, Type S or M, Grade NS, Class 25 (Class 50 at building expansion joints), Use NT. For joints in horizontal surfaces, provide ASTM C920, Type S or M, Grade P, Class 25 (Class 50 at building expansion joints), Use T.

- C. Interior Sealants: Provide ASTM C920, Type S or M, Grade NS, Class 12.5 (Class 50 at building expansion joints), Use NT. Provide certification or validation of indoor air quality for interior sealants.
- D. Colors of Exposed Joint Sealants: As selected by AOR from manufacturer's full range.

2.3 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
 1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - a. Extent of Testing: Test completed and cured sealant joints as follows:
 - 1) Perform 10 tests for the first 1000 ft. of joint length for each kind of sealant and joint substrate.
 - 2) Perform one test for each 1000 ft. of joint length thereafter or one test per each floor per elevation.
 - b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - c. Inspect tested joints and report on the following:
 - 1) Whether sealants filled joint cavities and are free of voids.

- 2) Whether sealant dimensions and configurations comply with specified requirements.
 - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
 2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
- C. Prepare test and inspection reports.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 084113: ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 GENERAL

1.1 SUMMARY

- A. This Section covers Kawneer Aluminum Entrances, including glass and glazing, door hardware, and components.
- B. Types of Kawneer Aluminum Entrances include:
 - 1. 500T Insulpour® Thermal Entrance:
 - a. Wide stile
 - b. Vertical face dimension: 5" (127.0 mm)
 - c. Depth: 2-1/4" (57.2 mm)
 - d. High traffic applications
- C. Related Sections:
 - 1. 079200: Joint Sealants
 - 2. 088000: Glazing

1.2 DEFINITIONS

- A. For fenestration industry standard terminology and definitions, refer to the Fenestration & Glazing Industry Alliance (FGIA) Glossary (AAMA AG-13).

1.3 PERFORMANCE REQUIREMENTS

- A. General Performance:
 - 1. Aluminum-framed entrance system shall withstand the effects of the following performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Wind Loads:
 - 1. The entrance system shall include anchorage that is capable of withstanding the wind load design pressures provided by a professional engineer licensed in the State of Florida.
 - 2. The design pressures are based on the 2023 Florida Building Code, Eighth Edition.
- C. Air Leakage:
 - 1. For single-acting offset pivot or butt-hung entrances in the closed and locked position, the test specimen shall be tested in accordance with ASTM E 283 at a pressure differential of 1.57 psf for single doors and pairs of doors.
 - 2. A single 3'0" x 7'0" entrance door and frame shall not exceed 1.0 cfm/ft².

3. A pair of 6'0" x 7'0" entrance doors and frame shall not exceed 1.0 cfm/ft².

D. Uniform Load:

1. A static air design load shall be applied in the positive and negative direction in accordance with ASTM E 330:
 - a. 500T: 70 psf (3360 Pa) for single doors and 60 psf (2880 Pa) for pairs of doors
2. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.

E. Structural-Test Performance:

1. Corner strength shall be tested per the Kawneer dual moment load test procedure and certified by an independent testing laboratory to ensure weld compliance and corner integrity. (Testing procedure and certified test results are available upon request.)

F. Energy Efficiency:

1. Thermal transmittance (U-factor):
 - a.
 - b. When tested to AAMA Specification 1503, the thermal transmittance (U-factor) for 500T shall not be more than: 0.50 for fixed fenestration and 0.83 for entrance doors (low-e insulating glass).
2. Condensation Resistance Factor (CRF) or Condensation Index (CI):
 - a. If using CRF, when tested to AAMA Specification 1503, the CRF for 500T shall not be less than 49_{frame} and 68_{glass} (1" low-e insulating glass with warm edge spacer).
 - b. If using CI, when tested to CSA A440-00, the CI for 500T shall not be less than 37_{frame} and 66_{glass} (1" low-e insulating glass with warm edge spacer).
3. Solar Heat Gain Coefficient:
 - a. Glazed, thermally broken aluminum door and frame shall have a solar heat gain coefficient of no greater than 0.40 as determined according to NFRC 200.

G. Windborne-Debris-Impact Resistance Performance:

1. Performance shall be tested in accordance with ASTM E1886 and information in ASTM E1996, and in TAS-201/203:
 - a. Large-Missile Impact: For aluminum-framed systems located within 30 feet (9.1 m) of grade
 - b. Small-Missile Impact: For aluminum-framed systems located above 30 feet (9.1 m) of grade

1.4 SUBMITTALS

A. Product Data:

1. For each type of aluminum-framed entrance door indicated, include:
 - a. Construction details
 - b. Material descriptions
 - c. Fabrication methods

- d. Dimensions of individual components and profiles
 - e. Hardware
 - f. Finishes
 - g. Installation instructions
- B. Shop Drawings:
 - 1. Plans
 - 2. Elevations
 - 3. Sections
 - 4. Details
 - 5. Hardware
 - 6. Attachments to other work
 - 7. Operational clearances
 - 8. Installation details
- C. Samples:
 - 1. Provide samples for units with factory-applied color finishes.
 - 2. Provide samples of hardware and accessories involving color selection.
- D. Product Test Reports:
 - 1. Provide test reports for each type of aluminum-framed entrance door used in the project.
 - 2. Test reports must be based on evaluation of comprehensive tests performed by a qualified preconstruction testing agency.
 - 3. Test reports must indicate compliance with performance requirements.
- E. Entrance Door Hardware Schedule:
 - 1. Schedule shall be prepared by or under the supervision of supplier.
 - 2. Schedule shall detail fabrication and assembly of entrance door hardware, including procedures and diagrams.
 - 3. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Installer must have successfully installed the same or similar units required for the project and other projects of similar size and scope.
- B. Manufacturer Qualifications:
 - 1. Manufacturer must be capable of fabricating aluminum-framed entrance doors and storefronts that meet or exceed the stated performance requirements.
 - 2. Manufacturer must document this performance by the inclusion of test reports and calculations.

C. Source Limitations:

1. Obtain aluminum-framed entrance doors through one source from a single manufacturer.

D. Product Options:

1. Drawings indicate size, profiles, and dimensional requirements of aluminum-framed entrance doors and are based on the specific system indicated. Refer to Division 01 Product Requirements Section. Do not modify size and dimensional requirements.
2. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.6 PROJECT CONDITIONS

A. Field Measurements:

1. Verify actual dimensions of thermally broken aluminum-framed door openings by field measurements before fabrication.
2. Indicate measurements on shop drawings.

1.7 WARRANTY

A. Submit manufacturer's standard warranty for owner's acceptance.

B. Warranty Period:

1. Two years from Date of Substantial Completion of the project provided however that in no event shall the Limited Warranty begin later than six months from date of shipment by manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product:

1. Kawneer Company, Inc.
2. The door stile and rail face dimensions of the Insulpour 500T entrance door will be as follows:
 - a. 500T Insulpour® Thermal Entrance:
 - 1) Vertical face dimension: 5" (127.0 mm)
 - 2) Top Rail: 5" (127.0 mm)
 - 3) Bottom Rail: 6-1/2" (165.1 mm)
 - 4) Optional Bottom Rail: 7" ; 10"; or, 12"
3. Major portions of the door members shall be 0.125" nominal thickness.
4. Glazing molding shall be 0.05" thick.
5. Glazing gaskets shall be either EPDM elastomeric extrusions or a thermoplastic elastomer.

6. Provide adjustable glass jacks to help center the glass in the door opening.

B. Substitutions:

1. Product Literature and Drawings:

- a. Submit product literature and drawings modified to suit specific project requirements and job conditions.

2. Certificates:

- a. Submit certificate(s) certifying that the substitute manufacturer (1) attests to adherence to specification requirements for aluminum entrance and storefront system performance criteria, and (2) has been engaged in the design, manufacture, and fabrication of aluminum entrances and storefronts for a period of not less than ten (10) years.

3. Test Reports:

- a. Submit test reports verifying compliance with each test requirement required by the project.

4. Samples:

- a. Provide samples of typical product sections and finish samples in manufacturer's standard sizes.

C. Substitution Acceptance:

1. Acceptance will be in written form, either as an addendum or modification.

2.2 MATERIALS

A. Aluminum Extrusions:

1. Alloy and temper recommended by aluminum-framed entrance door manufacturer for strength, corrosion resistance, and application of required finish.
2. Not less than 0.125" wall thickness at any location for the main frame and door leaf members.

B. Fasteners:

1. Aluminum, nonmagnetic stainless steel or other materials must be non-corrosive and compatible with aluminum members, trim hardware, anchors, and other components.

C. Anchors, Clips, and Accessories:

1. Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating.
2. Anchors, clips, and accessories shall provide sufficient strength to withstand the design pressure indicated.

D. Reinforcing Members:

1. Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating.

2. Reinforcing members must provide sufficient strength to withstand the design pressure indicated.

E. Slide-In-Type Weather-Stripping:

1. Provide woven-pile weather stripping of wool, polypropylene, or nylon pile and resin-impregnated backing fabric.
2. Comply with AAMA 701/702.

F. Weather Seals:

1. Provide weather stripping with integral barrier fin or fins of semi-rigid, polypropylene sheet or polypropylene-coated material.
2. Comply with AAMA 701/702.

G. Thermal Barrier:

1. Shall be IsoPour™ utilizing two continuous rows of polypropylene with a nominal 7/32" separation that consists of a two-part, chemically curing high density polyurethane which is mechanically and adhesively bonded to the aluminum at door rails and stiles.

2.3 STOREFRONT ENTRANCE FRAMING SYSTEM

A. Storefront Entrance Framing:

1. Trifab® VersaGlaze® 451T
2. Thermally Broken Entrance Framing:
 - a. Kawneer IsoLock® Thermal Break with a 1/4" (6.4 mm) separation consisting of a two-part chemically curing, high-density polyurethane, which is mechanically and adhesively joined to aluminum storefront sections.
 - b. Thermal break shall be designed in accordance with AAMA TIR-A8 and tested in accordance with AAMA505.

B. Reinforcements:

1. Manufacturer's standard high-strength aluminum with non-staining, non-ferrous shims for aligning system components.

C. Fasteners and Accessories:

1. Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories must be compatible with adjacent materials.
2. Where exposed, fasteners and accessories shall be stainless steel.

D. Perimeter Anchors:

1. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.

E. Packing, Shipping, Handling, and Unloading:

1. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

F. Storage and Protection:

1. Store materials so that they are protected from exposure to harmful weather conditions.
2. Handle material and components to avoid damage.
3. Protect material against damage from elements, construction activities, and other hazards before, during, and after installation.

2.4 GLAZING

A. Glazing shall comply with requirements in Division 08 Glazing Section.

B. Glazing Gaskets:

1. Manufacturer's standard compression types
2. Replaceable, extruded EPDM rubber

C. Spacers and Setting Blocks:

1. Manufacturer's standard elastomeric type

2.5 HARDWARE

A. General Hardware Requirements:

1. Provide manufacturer's standard hardware.
2. Hardware shall be fabricated from aluminum, stainless steel, or other corrosion-resistant material that is compatible with aluminum. Match existing finishes.
3. Hardware shall be designed to smoothly operate, tightly close, and securely lock aluminum-framed entrance doors.

B. Standard Hardware: Provide Florida Product Approval documentation for exterior hardware.

1. Weather-Stripping:

- a. Meeting stiles on pairs of doors shall be equipped with two lines of weather-stripping using wool pile with polymeric fin.
- b. The door weathering on a single acting offset pivot or butt hung door and frame shall be comprised of a thermoplastic elastomer weathering on a tubular shape with a semi-rigid polymeric backing and a wool pile with polymeric fin.

2. Sill Sweep Strips:

- a. EPDM blade gasket sweep strip in an aluminum extrusion applied to the interior exposed surface of the bottom rail with concealed fasteners (necessary to meet specified performance tests)

3. Threshold:

- a. Extruded aluminum
- b. Thermally broken
- c. Ribbed surface

4. Continuous Hinge

5. Push/Pull: As selected from Manufacturer's standard

6. Exit Device: As selected from Manufacturer's standard
7. Closer: Norton 1601
8. Security Lock/Dead Lock: As selected from Manufacturer's standard. Latch Handle: As selected from Manufacturer's standard
9. Cylinder(s)/Thumb turn: As selected from Manufacturer's standard

C. Optional Hardware (as required):

1. Adams Rite MS 1850A-505 Hookbolt Lock
2. Mortise cylinder, interior or exterior
3. Thumb turn, interior
4. Flush pull

2.6 FABRICATION

- A. Fabricate aluminum-framed entrance doors in sizes indicated.
- B. Include a complete system for assembling components and anchoring doors.
- C. Fabrication requirements:
 1. Thermally broken aluminum-framed doors shall be reglazable without dismantling perimeter framing.
 2. Door corner construction:
 - a. Mechanical clip fastening
 - b. SIGMA deep-penetration plug welds
 - c. 1" (25.4 mm) long fillet welds inside and outside of all four corners
 - d. Hook-in type glazing stops with EPDM glazing gaskets reinforced with non-stretchable cord
 3. Joint construction:
 - a. Accurately fit and secure joints and corners.
 - b. Make joints hairline in appearance.
 4. Prepare components with internal reinforcement for door hardware.
 5. Arrange fasteners and attachments to conceal from view.
- D. Weather-stripping:
 1. Provide weather-stripping locked into extruded grooves in door panels or frames as indicated on manufacturer's drawings and details.

2.7 ALUMINUM FINISHES

- A. Finish designations that are prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Factory Finishing:

1. Kawneer Permanodic® AA-M10C21A44, AAMA 611, Architectural Class I Color Anodic Coating. Color as selected by Architect from manufacturer's standard offerings.
2. Kawneer Permafluor™ (70% PVDF), AAMA 2605, Fluoropolymer Coating. Color to as selected by Architect from manufacturer's standard offerings.
3. Kawneer Permacoat™ AAMA 2604, Powder Coating. Color as selected by Architect from manufacturer's standard offerings.

PART 3 EXECUTION

3.1 EXAMINATION

- A. With installer present, examine openings, substrates, structural support, anchorage, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work:
 1. Verify rough opening dimensions.
 2. Verify levelness of sill plate.
 3. Verify operational clearances.
 4. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components for proper water management.
 5. Masonry Surfaces:
 - a. Masonry surfaces must be visibly dry and free of excess mortar, sand, and other construction debris.
 6. Metal Surfaces:
 - a. Metal surfaces must be dry and clean (free of grease, oil, dirt, rust, corrosion, and welding slag).
 - b. Ensure that metal surfaces are without sharp edges or offsets at joints.
- B. Proceed with installation only after correcting unsatisfactory conditions.

3.2 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing thermally broken aluminum-framed entrance doors, hardware, accessories, and other components.
- B. Install thermally broken aluminum-framed entrance doors so that the doors:
 1. Are level, plumb, square, and true to line
 2. Are without distortion and do not impede thermal movement
 3. Are anchored securely in place to structural support
 4. Are in proper relation to wall flashing and other adjacent construction
- C. Set the sill threshold in a bed of sealant, as indicated, for weathertight construction.
- D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 FIELD QUALITY CONTROL

A. Manufacturer's Field Services:

1. Upon owner's written request, provide periodic site visit by manufacturer's field service representative.

3.4 ADJUSTING, CLEANING, AND PROTECTION

A. Adjusting: Not applicable.

B. Protection:

1. Protect installed product's finish surfaces from damage during construction.

C. Cleaning:

1. Avoid damaging protective coatings and finishes.
2. Clean glass and aluminum surfaces of product immediately after installation.
3. Comply with glass manufacturer's written recommendations for final cleaning and maintenance.
4. Remove non-permanent labels and clean surfaces.
5. Remove excess sealants, glazing materials, dirt, and other substances.
6. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during the construction period.
7. Remove construction debris from project site and legally dispose of debris.

END OF SECTION 084113

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glass products.
2. Laminated glass.
3. Insulating glass.
4. Glazing sealants.
5. Glazing tapes.
6. Miscellaneous glazing materials.

B. Related Requirements:

1. Section 084113 "Aluminum Framed Entrances and Storefronts" for exterior glazing in aluminum framed entrances and storefronts.

1.2 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.
- C. Interspace: Space between lites of an insulating-glass unit.

1.3 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review temporary protection requirements for glazing during and after installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of the following products; 12 inches square.
 - 1. Insulating glass.
- C. Glazing Accessory Samples: For sealants and colored spacers, in 12-inch lengths. Install sealant Samples between two strips of material representative in color of adjoining framing system.
- D. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- E. Delegated Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturers of fabricated glass units.
- B. Product Certificates: For glass.
- C. Sample Warranties: For special warranties.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors and who employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F.

1.10 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.

1. Warranty Period: 10 years from date of Substantial Completion.

- B. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1. Warranty Period: 10 years from date of Substantial Completion.

- C. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: 10 years from date of Substantial Completion.

- D. Manufacturer's Special Warranty for Heat-Soaked Tempered Glass: Manufacturer agrees to replace heat-soaked tempered glass units that spontaneously break due to nickel sulfide (NiS) inclusions at a rate exceeding 0.3 percent (3/1000) within specified warranty period. Coverage for any other cause is excluded.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Glass: Obtain coated glass from single source from single manufacturer.
- B. Source Limitations for Glazing Accessories: For each product and installation method, obtain from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.
- C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined in accordance with the IBC and ASTM E1300:
 - 1. Design Wind Pressures: Determine design wind pressures applicable to Project in accordance with ASCE/SEI 7, based on heights above grade indicated on Drawings.
 - a. Wind Design Data: As indicated on Drawings.
 - 2. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
 - 3. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.
- D. Windborne-Debris-Impact Resistance: Exterior glazing shall pass ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 3 for basic protection.
 - 1. Large-Missile Test: For glazing located within 30 feet of grade.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
 - 1. For monolithic-glass lites, properties are based on units with lites of thickness indicated.
 - 2. For laminated-glass lites, properties are based on products of construction indicated.
 - 3. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
 - 4. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu/sq. ft. x h x deg F.
 - 5. SHGC and Visible Transmittance: Center-of-glazing values, in accordance with NFRC 200 and based on most current non-beta version of LBL's WINDOW computer program.
 - 6. Visible Reflectance: Center-of-glazing values, in accordance with NFRC 300.

2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. NGA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
 - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the IGCC.
- C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
- D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C1036, Type I, Class 1 (clear), Quality-Q3.
- B. Low-Iron Annealed Float Glass: ASTM C1036, Type I, Class I (clear), Quality-Q3; and with visible light transmission of not less than 91 percent and SHGC of not less than 0.87.
- C. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- D. Heat-Strengthened Float Glass: ASTM C1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- E. Reflective- and Low-E-Coated Spandrel Glass: ASTM C1376, Kind CS.

2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.

1. Construction: Laminate glass with polyvinyl butyral interlayer or cast-in-place and cured-transparent-resin interlayer to comply with interlayer manufacturer's written instructions.
 2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
 3. Interlayer Color: Clear unless otherwise indicated.
- B. Windborne-Debris-Impact-Resistant Laminated Glass: Comply with requirements specified above for laminated glass except laminate glass with one of the following to comply with interlayer manufacturer's written instructions:
1. Construction: Laminate glass with polyvinyl butyral interlayer reinforced with polyethylene terephthalate film or cast-in-place and cured-transparent-resin interlayer reinforced with polyethylene terephthalate film to comply with interlayer manufacturer's written instructions.
 2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
 3. Interlayer Color: Clear unless otherwise indicated.

2.6 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
 2. Perimeter Spacer: Manufacturer's standard spacer material and construction
 3. Desiccant: Molecular sieve or silica gel, or a blend of both.

2.7 GLAZING SEALANTS

- A. General:
1. ASTM C 920, type recommended by glazing product manufacturer for application indicated, complying with requirements of Division 07 Section 'Joint Sealants'.
 2. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 3. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
 4. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range of industry colors.
 - 5.

2.8 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer

rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:

1. AAMA 804.3 tape, where indicated.
 2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.
 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.9 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks:
- D. ASTM C 864, neoprene, 80 to 90 Shore A durometer hardness; length 4 inches, width of glazing rabbet space less 1/16 inch, height required for glazing method, pane weight, and pane area. Spacers:
- E. ASTM C 864, neoprene, 50 to 60 Shore A durometer hardness; length 3 inches, one half height of glazing stop, thickness required for application, one face self-adhesive. Edge Blocks:
- F. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.10 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
 - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Presence and functioning of weep systems.
 - 3. Minimum required face and edge clearances.
 - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

- F. Provide spacers for glass lites where length plus width is larger than 50 inches.
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch-minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended in writing by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 CLEANING AND PROTECTION

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
 - 1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

3.8 INSULATING-LAMINATED-GLASS SCHEDULE

- A. Low-E-Coated, Clear Insulating Laminated Glass Type G1:
1. Overall Unit Thickness: 1 inch.
 2. Minimum Thickness of Outdoor Lite: 6 mm.
 3. Outdoor Lite: Clear fully tempered float glass.
 4. Interspace Content: Air.
 5. Indoor Lite: Clear laminated glass with two plies of heat-strengthened float glass.
 - a. Minimum Thickness of Each Glass Ply: 5 mm.
 - b. Interlayer Thickness: 0.090 inch.
 6. Low-E Coating: Sputtered on second surface.
 7. Winter Nighttime U-Factor: 0.31 (Btu/hr* ft^2 *°F) maximum.
 8. Summer Daytime U-Factor: 0.32 (Btu/hr* ft^2 *°F) maximum.
 9. Visible Light Transmittance: 70 percent minimum.
 10. SGHC: 0.40 maximum.
- B. Low-E-Coated, Clear Insulating Laminated Glass Type G2:
1. Overall Unit Thickness: 1-1/32 inch.
 2. Minimum Thickness of Outdoor Lite: 5 mm.
 3. Outdoor Lite: Clear heat stenghtened float glass.
 4. Interspace Content: Air.
 5. Indoor Lite: Clear laminated glass with two plies of heat-strengthened float glass.
 - a. Minimum Thickness of Each Glass Ply: 5 mm.
 - b. Interlayer Thickness: 0.090 inch.
 6. Low-E Coating: Sputtered on second surface.
 7. Winter Nighttime U-Factor: 0.31 (Btu/hr* ft^2 *°F) maximum.
 8. Summer Daytime U-Factor: 0.32 (Btu/hr* ft^2 *°F) maximum.
 9. Visible Light Transmittance: 70 percent minimum.
 10. SGHC: 0.40 maximum.

END OF SECTION 088000

SECTION 099114 - EXTERIOR PAINTING (MPI STANDARDS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Surface preparation and application of paint systems on the following exterior substrates:
 - a. Concrete.
 - b. Concrete masonry units (CMUs).
 - c. Galvanized metal.
 - d. Wood.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include preparation requirements and application instructions.
 - 2. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 3. Indicate VOC content.

- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- C. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PAINT PRODUCTS

- A. MPI Standards: Provide products complying with MPI standards indicated and listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. VOC Content: For field applications, verify paints and coatings comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 50 g/L.
 3. Primers, Sealers, and Undercoaters: 100 g/L.
 4. Rust-Preventive Coatings: 100 g/L.
 5. Zinc-Rich Industrial Maintenance Primers: 100 g/L.
 6. Pretreatment Wash Primers: 420 g/L.
- D. Colors: As selected by Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Masonry (Clay and CMUs): 12 percent.
 2. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Wood Substrates:
 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
 2. Sand surfaces that will be exposed to view, and remove sanding dust.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions and recommendations in "MPI Manual."
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in the Exterior Painting Schedule may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 - 3. Allow empty paint cans to dry before disposal.
 - 4. Collect waste paint by type and deliver to recycling or collection facility if available in vicinity of project.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

System Code	Location	Notes	Finish System	Coat #	Coat Name	MPI #
EXT 6.1 GLUE LAMINATED BEAMS AND COLUMNS EXT 6.1J - G6	Exposed exterior portions of repaired glue laminated arches.	--	POLYURETHANE, PIGMENTED Gloss Level 6 (Gloss)	1	Polyurethane	72
				2	Polyurethane	72
				3	Polyurethane	72
EXT 4.2 CONCRETE MASONRY UNITS EXT 4.2G - G6	Existing exterior CMU walls.	--	POLYURETHANE, PIGMENTED (over epoxy block filler and h.b. epoxy) Gloss Level 6 (Gloss)	1	Epoxy Block Filler	116
				2	High Build Epoxy	108
				3	Polyurethane	72
EXT 6.4 WOOD PANELING EXT 6.4MM - G5	Exterior wood soffits.	--	HIGH PERFORMANCE ARCHITECTURAL LATEX (over alkyd/oil primer) Gloss Level 5 (Semi-Gloss)	1	Alkyd/Oil Primer	5
				2	HIPAC Latex	311
				3	HIPAC Latex	311
EXT 6.2 DIMENSION LUMBER EXT 6.2J - G6	Exterior exposed underside of tongue and groove wood deck.	--	POLYURETHANE, PIGMENTED Gloss Level 6 (Gloss)	1	Polyurethane	72
				2	Polyurethane	72
				3	Polyurethane	72
EXT 5.3 GALVANIZED METAL EXT 5.3L - G6	Existing exterior hollow metal doors and frames.	--	POLYURETHANE, PIGMENTED (over epoxy primer)(High Contact/Traffic) Gloss Level 6 (Gloss)	1	Epoxy Galvanized Primer	101
				2	Polyurethane	72
				3	Polyurethane	72

END OF SECTION 099114

SECTION 099124 - INTERIOR PAINTING (MPI STANDARDS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Galvanized metal.
 - 2. Wood.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
 2. Apply coats on Samples in steps to show each coat required for system.
 3. Label each coat of each Sample.
 4. Label each Sample for location and application area.
- C. Product List: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products List."
- B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range to match existing colors.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- F. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

System Code	Location	Notes	Finish System	Coat #	Coat Name	MPI #
INT 5.3 GALVANIZED METAL INT 5.3M - G5	Previously painted metal guardrails.	Color as approved by Architect to match existing.	HIGH PERFORMANCE ARCHITECTURAL LATEX (over w.b. galvanized primer) Gloss Level 5 (Semi-Gloss)	1	W.B. Galvanized Primer	134
				2	HIPAC Latex	141
				3	HIPAC Latex	141
INT 6.3 DRESSED LUMBER INT 6.3K - G4	Previously stained wood handrails and tops of guardrails.	Prepare surfaces and apply per manufacturer's instructions.	POLYURETHANE VARNISH Gloss Level 4 ("Satin-Like")	1	Polyurethane Varnish	57
				2	Polyurethane Varnish	57
				3	Polyurethane Varnish	57

END OF SECTION 099124

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Temporary erosion and sedimentation control.

1.2 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.

1.6 QUALITY ASSURANCE

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- D. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.

- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods or air spade for grubbing within protection zones.
 - 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.5 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

SECTION 313116 - TERMITE CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Soil treatment.
2. Wood treatment.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood preservative treatment by pressure process.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components, and profiles for termite control products.
2. Include the EPA-Registered Label for termiticide products.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Certificates: For each type of termite control product.

C. Soil Treatment Application Report: After application of termiticide is completed, submit report for Owner's records and include the following:

1. Date and time of application.
2. Moisture content of soil before application.
3. Termiticide brand name and manufacturer.
4. Quantity of undiluted termiticide used.
5. Dilutions, methods, volumes used, and rates of application.
6. Areas of application.
7. Water source for application.

D. Wood Treatment Application Report: After application of termiticide is completed, submit report for Owner's records and include the following:

1. Date and time of application.
2. Termiticide brand name and manufacturer.
3. Quantity of undiluted termiticide used.
4. Dilutions, methods, volumes used, and rates of application.
5. Areas of application.

E. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A specialist who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment and products in jurisdiction where Project is located and who employs workers trained and approved by manufacturer to install manufacturer's products.

1.6 FIELD CONDITIONS

A. Soil Treatment:

1. Environmental Limitations: To ensure penetration, do not treat soil that is water saturated or frozen. Do not treat soil while precipitation is occurring. Comply with requirements of the EPA-Registered Label and requirements of authorities having jurisdiction.
2. Related Work: Coordinate soil treatment application with excavating, filling, grading, and concreting operations. Treat soil under footings, grade beams, and ground-supported slabs before construction.

1.7 WARRANTY

- A. Soil Treatment Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor, certifying that termite control work consisting of applied soil termiticide treatment will prevent infestation of subterranean termites. If subterranean termite activity or damage is discovered during warranty period, re-treat soil and repair or replace damage caused by termite infestation.

1. Warranty Period: Five years from date of Substantial Completion.

- B. Wood Treatment Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor, certifying that termite control work consisting of applied wood termiticide treatment will prevent infestation of subterranean termites. If subterranean termite damage is discovered during warranty period, repair or replace damage caused by termite infestation and treat replacement wood.

1. Warranty Period: 12 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain termite control products from single source from single manufacturer.

2.2 SOIL TREATMENT

- A. Termiticide: EPA-Registered termiticide acceptable to authorities having jurisdiction, in an aqueous solution formulated to prevent termite infestation.
 - 1. Service Life of Treatment: Soil treatment termiticide that is effective for not less than five years against infestation of subterranean termites.

2.3 WOOD TREATMENT

- A. Borate: EPA-Registered borate termiticide acceptable to authorities having jurisdiction, in an aqueous solution for spray application and a gel solution for pressure injection, formulated to prevent termite infestation in wood.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for moisture content of soil per termiticide label, interfaces with earthwork, slab and foundation work, landscaping, utility installation, and other conditions affecting performance of termite control.
- B. Proceed with application only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Prepare work areas according to the requirements of authorities having jurisdiction and according to manufacturer's written instructions before beginning application and installation of termite control treatment(s). Remove extraneous sources of wood cellulose and other edible materials, such as wood debris, tree stumps and roots, stakes, formwork, and construction waste wood from soil within and around foundations.
- B. Soil Treatment Preparation: Remove foreign matter and impermeable soil materials that could decrease treatment effectiveness on areas to be treated.

3.3 APPLYING SOIL TREATMENT

- A. Application: Mix soil treatment termiticide solution to a uniform consistency. Distribute treatment uniformly. Apply treatment at the product's EPA-Registered Label volume and rate for maximum specified concentration of termiticide to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around building.
- B. Post warning signs in areas of application.
- C. Reapply soil treatment solution to areas disturbed by subsequent excavation, grading, landscaping, or other construction activities following application.

3.4 APPLYING WOOD TREATMENT

- A. Wood Treatment: Apply wood treatment after framing, sheathing, and exterior weather protection is completed.
- B. Application: Mix borate wood treatment solution to a uniform consistency. Apply treatment at the product's EPA-Registered Label volume and rate for the maximum borate concentration allowed for each specific use so that wood framing, sheathing, siding, and structural members subject to infestation receive treatment..
 - 1. Heavy Wood Members: For wood greater than 4 inches thick, inject termiticide gel solution under pressure into holes of size and spacing required by manufacturer for treatment.

3.5 PROTECTION

- A. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.
- B. Protect termiticide solution dispersed in treated soils and fills from being diluted by exposure to water spillage or weather until ground-supported slabs are installed. Use waterproof barrier according to EPA-Registered Label instructions.

3.6 MAINTENANCE SERVICE

- A. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of termite-control-treatment Installer. Include maintenance as required for proper performance according to the product's EPA-Registered Label and manufacturer's written instructions. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

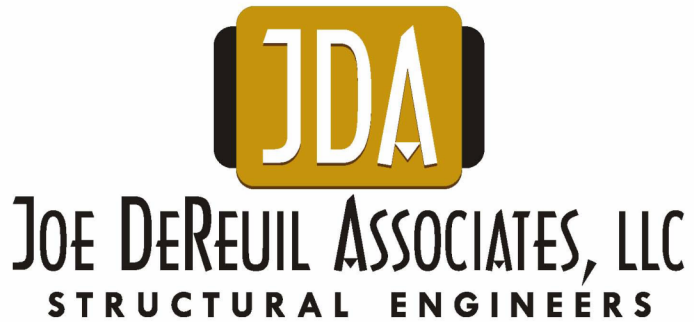
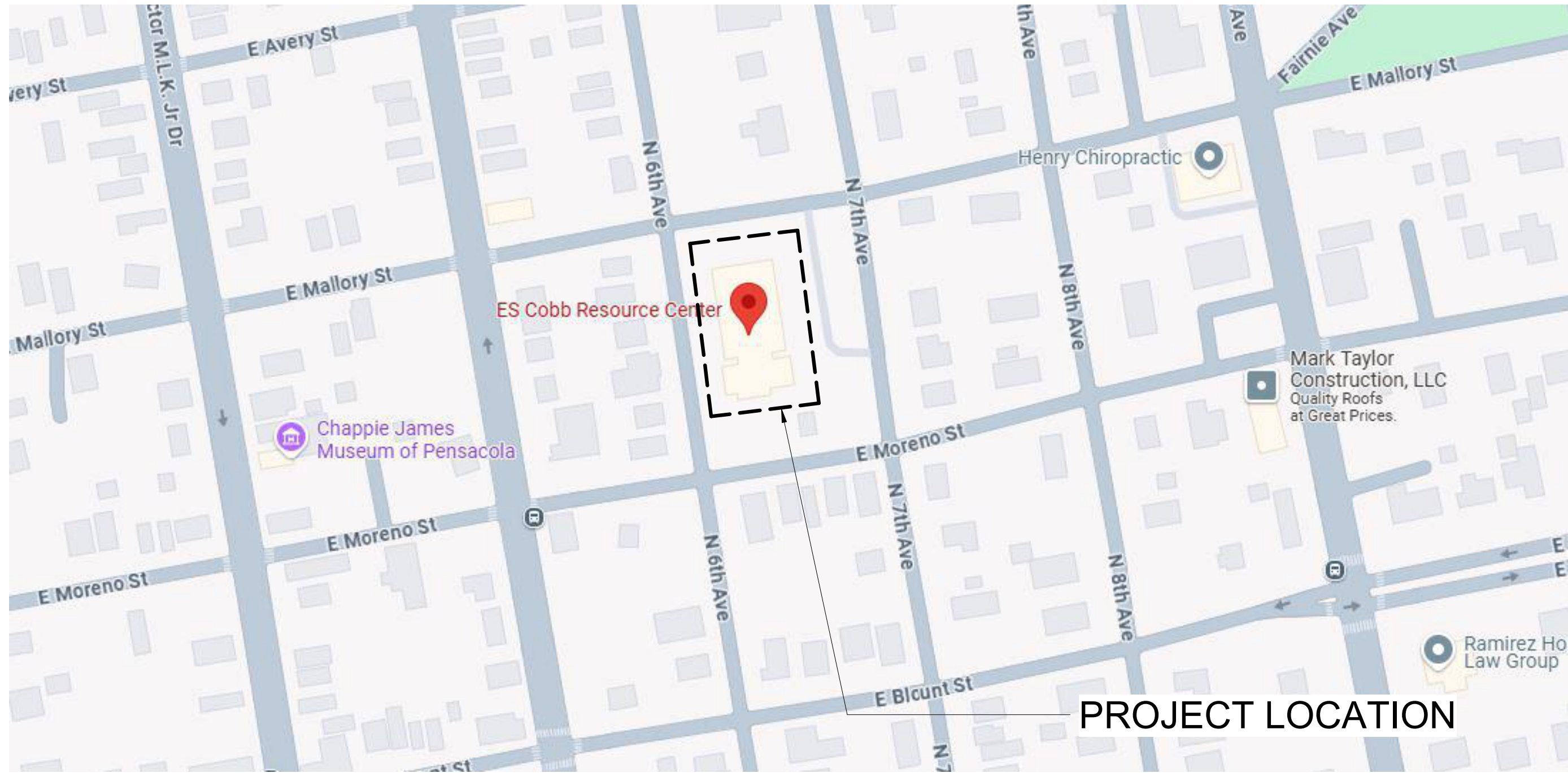
END OF SECTION 313116

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CITY OF PENSACOLA E.S. COBB RESOURCE CENTER RENOVATIONS & REPAIRS

601 E MALLORY ST, PENSACOLA, FL 32503

100% DESIGN - ISSUED FOR CONSTRUCTION
(REVISION 0)



CITY OF PENSACOLA FACILITIES MAINTENANCE & FLEET MANAGEMENT
2757 N. PALAFOX RD
PENSACOLA, FLORIDA 32501
PHONE: (850) 436-5509
POC: RUSSELL SWEATT

GEOSYNTEC CONSULTANTS
1120 NORTH 12TH AVENUE
PENSACOLA, FLORIDA 32501
PHONE: (850) 438-5106
POC: CHRIS LIVINGSTON

STOA ARCHITECTS
121 EAST GOVERNMENT STREET
PENSACOLA, FLORIDA 32502
PHONE: (850) 432-1912
POC: YURI RAMOS

JOE DEREUIL ASSOCIATES, LLC
301 WEST CERVANTES STREET
PENSACOLA, FLORIDA 32501
PHONE: (850) 429-1951
POC: JOEY MCMATH

LYSAGHT & ASSOCIATES, P.A. STRUCTURAL ENGINEERS
120 SAINT MARY'S STREET
RALEIGH, NORTH CAROLINA 27605
PHONE: (919) 833-0495
POC: MICHAEL STONE

ISSUE DATE: 5/30/2025

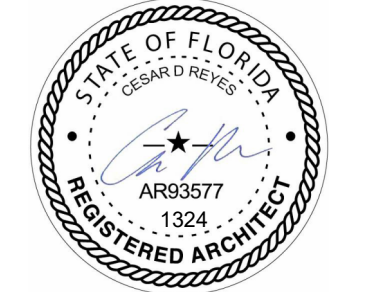
REVISIONS

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PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant



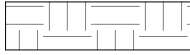
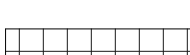
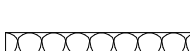
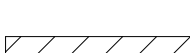
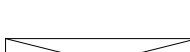
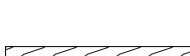
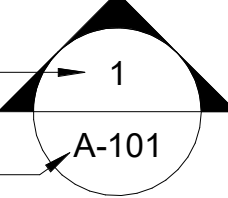
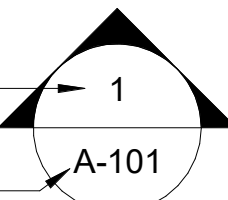
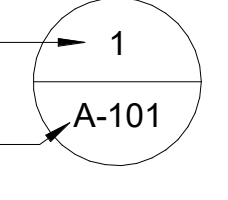
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E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS
601 E MALLORY ST, PENSACOLA, FL 32503
COVER SHEET

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

G-001

1	2	3	4
	MATERIAL INDICATIONS	GENERAL NOTES	SYMBOLS
	 EARTH  GRAVEL  CONCRETE  MORTAR - CEMENT - PLASTER - STUCCO  CMU  STEEL (SECTION)  INSULATION (RIGID)  INSULATION (FIBER BATT)  BRICK  WOOD (BLOCKING)  WOOD (FINISH)	1. ALL WORK SHALL COMPLY WITH THE MINIMUM REQUIREMENTS OF THE GOVERNING REGULATIONS OF ALL FEDERAL, STATE, DISTRICT, AND LOCAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT. ARCHITECTURAL PLANS, DETAILS AND SECTIONS ON THE DRAWINGS SHOW DESIGN INTENT AND GENERAL REQUIREMENTS FOR CONSTRUCTION. THE CONTRACTOR MUST REVIEW THE FULL CONTENT OF THE DRAWINGS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, OMISSIONS OR DEFICIENCIES. 2. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SUCH DETAILS APPLY WHETHER OR NOT THEY ARE KEYED AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF "TYPICAL DETAILS" SHALL BE RESOLVED BY THE ARCHITECT. 3. DRAWINGS SHALL NOT BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS. 4. REFER TO THE STRUCTURAL DRAWINGS FOR THE DETAILED DESIGN OF STRUCTURAL SYSTEMS, OF WHICH PORTIONS MAY BE SHOWN ON THE ARCHITECTURAL DRAWINGS FOR COORDINATION PURPOSES ONLY. PROVIDE BLOCKING AS NECESSARY FOR ANY WALL MOUNTED ITEMS OR ACCESSORIES.	SECTION NUMBER  SHEET WHERE DRAWN <u>SYMBOL WHERE SECTION IS TAKEN</u> ELEVATION NUMBER  SHEET WHERE DRAWN <u>SYMBOL WHERE ELEVATION IS TAKEN</u> SECTION NUMBER  SHEET WHERE DRAWN <u>TITLE WHERE SECTION OR ELEVATION IS SHOWN</u> ROOM NAME 101 ROOM TAG  WINDOW TAG 100A DOOR TAG  LOUVER TAG  WALL TAG/ FIRE RATING  SIGNAGE SYMBOL 15' - 0" AFF CEILING HEIGHT DESIGNATION
STANDARD ABBREVIATIONS			
A AC ACT AD AFF AHU ALT ALUM AMP, A AO APPROX ARCH B BAL BD BIA BLDG BLK BM BOT BRG BTUH C CAB CAP C/B CD CEM CER CFCI CFM CKT CL CEIL CL CLR CMU CO COL CONC AIR CONDITIONED ACOUSTIC CEILING TILE AREA DRAIN ABOVE FINISHED FLOOR AIR HANDLING UNIT ALTERNATE ALUMINUM AMPERES ACCESS OPENING APPROXIMATELY ARCHITECTURAL COND CONN CONST CONTR JT CSC CT CTB CONDENSATE CONNECTION CONSTRUCTION CONTINUOUS CONTRACTION JOINT COLOR SYMBOL CODE CERAMIC TILE CERAMIC TILE BASE FTG FOOTING G GA GAL GALV GFCI GAUGE GALLON GALVANIZED GOVERNMENT FURNISHED; CONTRACTOR INSTALLED GOVERNMENT FURNISHED EQUIPMENT GOVERNMENT FURNISHED; GOVERNMENT INSTALLED GLASS GL GLULAM GMS GND GOVT GPH GPM GR GRWB GLUE LAMINATED TIMBER GALVANIZED METAL STUD GROUND GOVERNMENT GALLONS PER HOUR GALLONS PER MINUTE GYPSTUM WALLBOARD K KVA KW KWH KILOVOLT-AMPERE KILOWATT KILOWATT HOUR L LB, # LF LG LLV LP LTG POUND LINEAR FOOT LONG LONG LEG VERTICAL LIGHTING PANEL LIGHTING M M MAINT MAX MDP MECH MTL MIN MISC MO MT MTD MTG MV MOTOR MAINTENANCE MAXIMUM MAIN DISTRIBUTION PANEL MECHANICAL METAL MINIMUM MISCELLANEOUS MASONRY OPENING METAL THRESHOLD MOUNTED MOUNTING METAL MECHANICAL/VENTILATION N NA NIC NO NS NOT APPLICABLE NOT IN CONTRACT NUMBER NON SPRINKLERED O OA OC OFCI OUTDOOR AIR ON CENTER OWNER FURNISHED; CONTRACTOR INSTALLED OVERLOAD OPENING OPP OSD P P PART. PER. PJF PL PLBG PLYWD PNL PRESS. PSF PSI PSIG PT PTD PAPER PARTITION PERIMETER PREFORMED JOINT FILLER PLATE PLUMBING PLYWOOD PANEL PRESSURE POUNDS/SQUARE FOOT POUNDS/SQUARE INCH POUNDS/SQUARE INCH-GAGE PRESSURE TREATED PAINTED Q QTR QUAN QUARTER QUANTITY R R RA RAD RD REG REIF REQ RET RG RM RO RPM RISER RETURN AIR RADIUS ROUND REGISTER REINFORCING REQUIRED RETURN RETURN GRILLE ROOM ROUGH OPENING REVOLUTIONS/MINUTE S S SA SCH SECT SERV SF SHT SJ SUPPLY SUPPLY AIR SCHEDULE SECTION SERVICE SQUARE FEET SHEET SAWED JOINT SPEC ST STOR STRUC SUSP SW SPECIFICATIONS STEEL STORAGE STRUCTURAL SUSPENDED SWITCH T TEL TEMP THK THD TOC TOF TOIL TYP TOILET TELEPHONE TEMPERATURE THICKNESS THRESHOLD TOP OF CONCRETE TOP OF FOOTING TOILET TYPICAL V V VAT VENT. VERT VIF VTR VOLT VINYL ASBESTOS TILE VENTILATION VERTICAL VERIFY IN FIELD VENT THROUGH ROOF W W W WC WD W.D. WF WG WP WTR WWF WATT WITH WAINSCOTING WOOD WINDOW DIMENSION WIDE FLANGE WEATHER GAGE WEATHERPROOF WATER WELDED WIRE FABRIC			

ISSUE DATE: 5/30/2025

REVISIONS

#	DESCRIPTION	DATE
0	IFC	5/30/2025

SHEET NUMBER	SHEET TITLE
GENERAL	
G-001	COVER SHEET
G-002	INDEX OF DRAWINGS
G-003	LIFE SAFETY PLANS
STRUCTURAL	
S-001	GENERAL STRUCTURAL NOTES
S-002	LEGEND AND ABBREV.
S-101	FRAMING PLAN
S-201	ARCH 1 ELEVATIONS
S-202	ARCH 2 ELEVATIONS
S-203	ARCH 3 ELEVATIONS
S-204	ARCH 4 ELEVATIONS
S-205	ARCH 5 ELEVATIONS
S-206	ARCH 6 ELEVATIONS
S-207	ARCH 7 ELEVATIONS
S-208	ARCH 8 ELEVATIONS
ARCHITECTURAL	
AD101	DEMOLITION FLOOR & ROOF PLANS
AD201	DEMOLITION BUILDING ELEVATIONS
A-100	ARCHITECTURAL SITE PLAN
A-101	NEW WORK FLOOR PLANS
A-141	NEW WORK ROOF PLAN
A-201	BUILDING ELEVATIONS
A-401	ENLARGED PLAN & DETAILS
A-501	ARCHITECTURAL DETAILS
A-601	OPENING SCHEDULES
A-602	OPENING DETAILS
TOTAL SHEETS: 24	

STOA

Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA00035684

Consultant

STATE OF FLORIDA

REGISTERED ARCHITECT

ARG3577

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E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS

601 E MALLORY ST, PENSACOLA, FL 32503

INDEX OF DRAWINGS

DRAWN BY: AB

DESIGNED BY: YR

CHECKED BY: CR

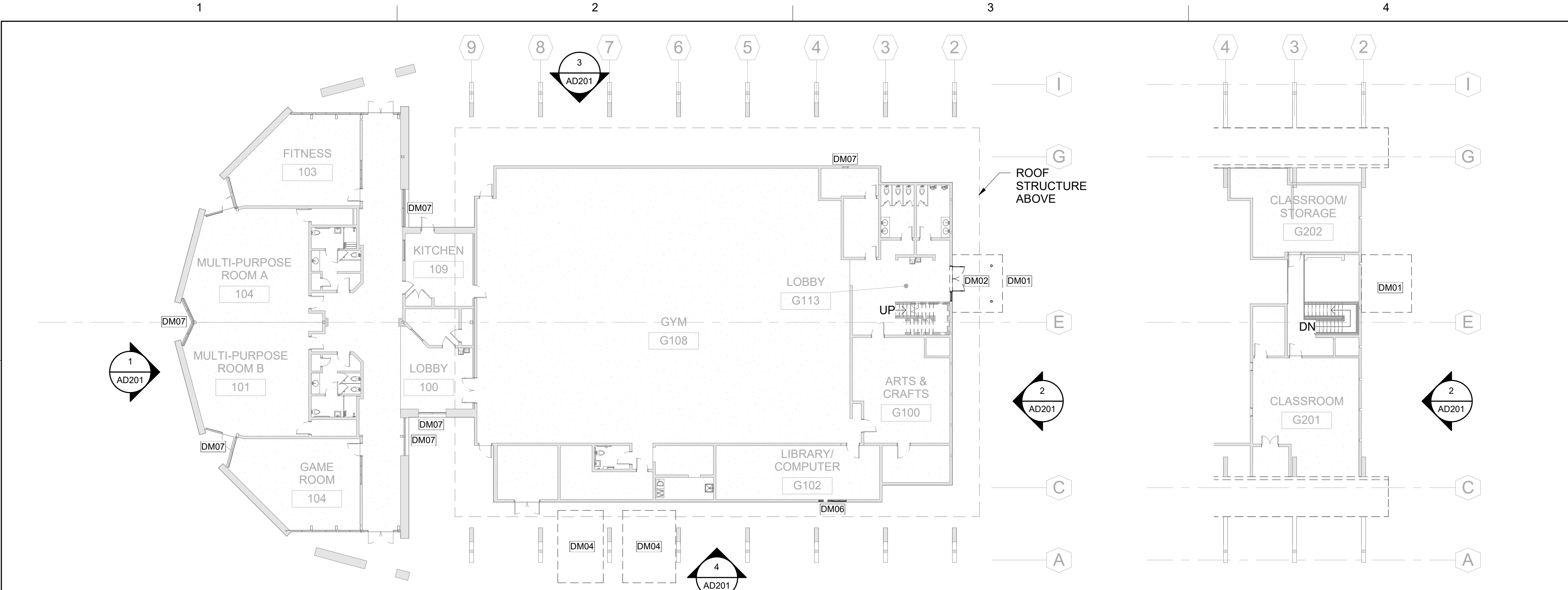
PROJECT NO: 24005

SHEET NUMBER

G-002

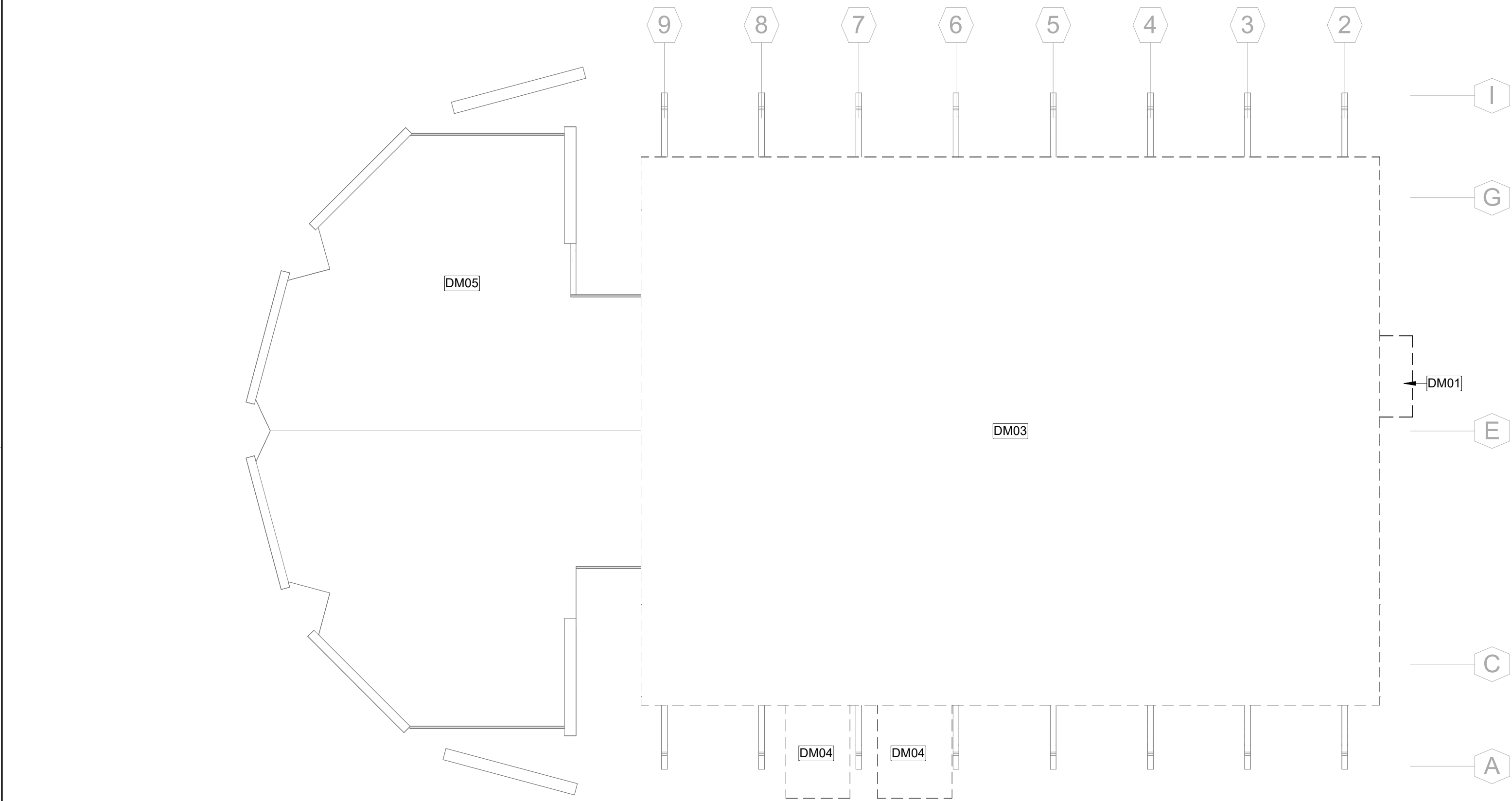
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NORTH
1
16' 8' 0' 16' 32'
SCALE: 1/16" = 1'-0"

NORTH
2
16' 8' 0' 16' 32'
SCALE: 1/16" = 1'-0"



NORTH
3
16' 8' 0' 16' 32'
SCALE: 1/16" = 1'-0"

LEGEND

EXISTING BUILDING ELEMENT
TO BE REMOVED / DEMOLISHED

EXISTING BUILDING ELEMENT
TO REMAIN

GENERAL NOTES

1.

PROTECT EXISTING BUILDING ELEMENTS TO REMAIN FROM DAMAGE. REPLACE AND/OR REPAIR EXISTING BUILDING ELEMENTS TO REMAIN THAT ARE DAMAGED DURING DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR HAULING AND DISPOSING OF ALL MATERIALS FROM ALL DEMOLITION WORK.

2.

REFER TO STRUCTURAL DRAWINGS FOR INFORMATION ON GLULAM ARCH REPAIRS.

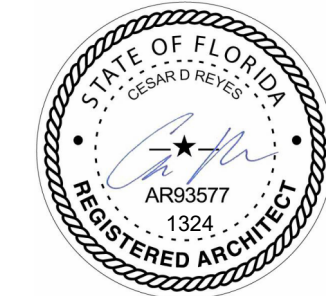
KEYNOTES	
DM01	DEMOLISH DAMAGED NORTH ENTRANCE CANOPY.
DM02	DEMOLISH EXISTING NORTH ENTRANCE ASSEMBLY AND PREPARE EXISTING OPENING FOR NEW STOREFRONT ENTRANCE SYSTEM.
DM03	DEMOLISH EXISTING MEMBRANE ROOF ASSEMBLY TO EXISTING WOOD DECK.
DM04	DEMOLISH EXISTING SHED STRUCTURES ON EAST SIDE OF THE BUILDING. REMOVE AND STORE EXISTING ITEMS, AND DISPOSE OF UNWANTED STORED ITEMS AS DIRECTED BY THE CITY.
DM05	PATCH, REPAIR, AND REPLACE FLASHING AS REQUIRED. INSPECT PARAPET FLASHING; REPAIR OR REPLACE AS REQUIRED.
DM06	DEMOLISH EXISTING WINDOW AND SPANDREL INFILL. PREPARE OPENING FOR NEW STOREFRONT WINDOW.
DM07	REMOVE EXISTING SEALANT AND BACKER ROD AROUND EXISTING WINDOWS.

ISSUE DATE: 5/30/2025		
REVISIONS		
#	DESCRIPTION	DATE
0	IFC	5/30/2025

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Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA00035664

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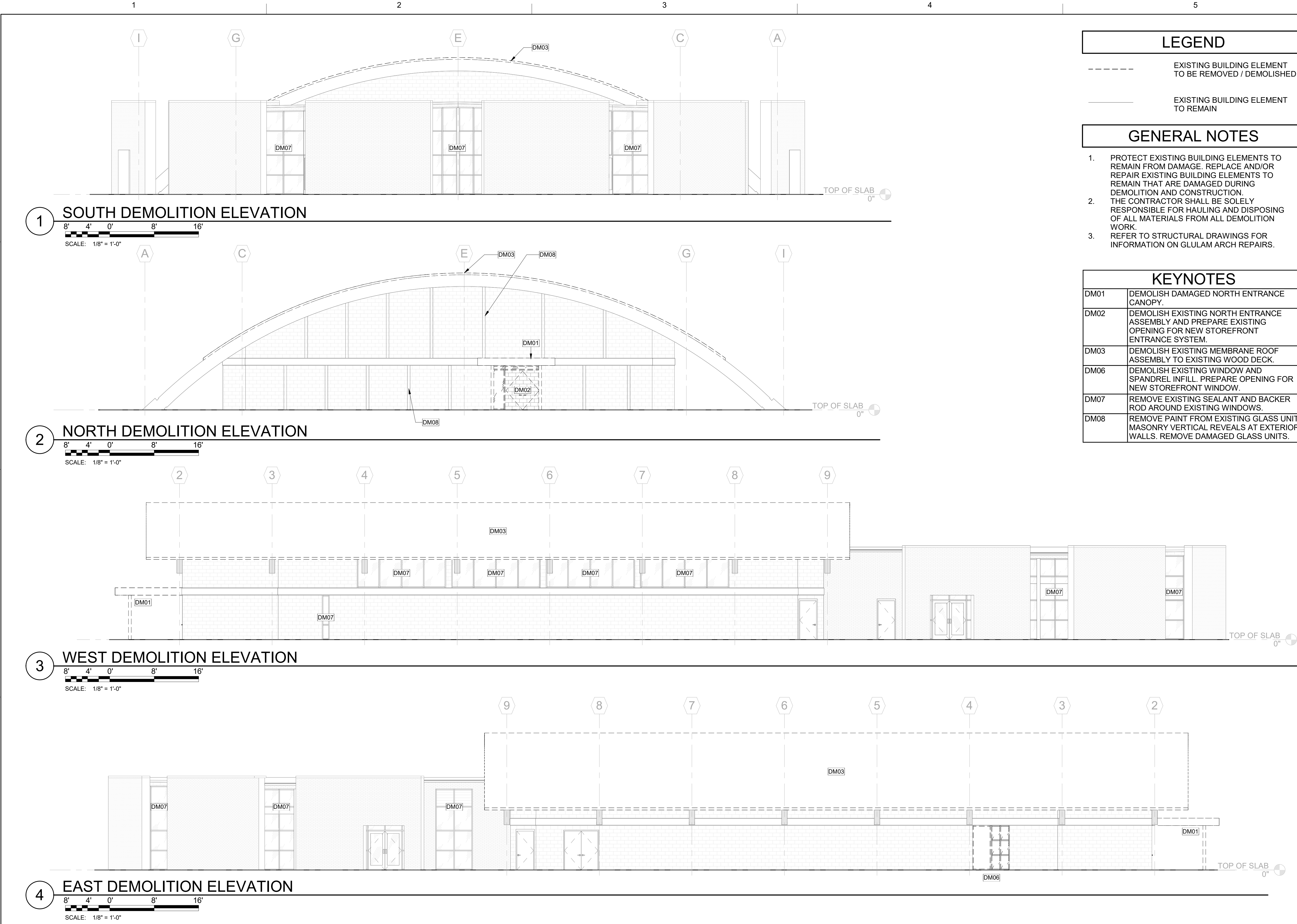
E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS
601 E MALLORY ST, PENSACOLA, FL 32503
DEMOLITION FLOOR & ROOF PLANS

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

AD101

AD201-
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LEGEND

EXISTING BUILDING ELEMENT
TO BE REMOVED / DEMOLISHED

EXISTING BUILDING ELEMENT
TO REMAIN

GENERAL NOTES

1.

PROTECT EXISTING BUILDING ELEMENTS TO REMAIN FROM DAMAGE. REPLACE AND/OR REPAIR EXISTING BUILDING ELEMENTS TO REMAIN THAT ARE DAMAGED DURING DEMOLITION AND CONSTRUCTION.

2.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR HAULING AND DISPOSING OF ALL MATERIALS FROM ALL DEMOLITION WORK.

3.

REFER TO STRUCTURAL DRAWINGS FOR INFORMATION ON GLULAM ARCH REPAIRS.

KEYNOTES	
DM01	DEMOLISH DAMAGED NORTH ENTRANCE CANOPY.
DM02	DEMOLISH EXISTING NORTH ENTRANCE ASSEMBLY AND PREPARE EXISTING OPENING FOR NEW STOREFRONT ENTRANCE SYSTEM.
DM03	DEMOLISH EXISTING MEMBRANE ROOF ASSEMBLY TO EXISTING WOOD DECK.
DM06	DEMOLISH EXISTING WINDOW AND SPANDREL INFILL. PREPARE OPENING FOR NEW STOREFRONT WINDOW.
DM07	REMOVE EXISTING SEALANT AND BACKER ROD AROUND EXISTING WINDOWS.
DM08	REMOVE PAINT FROM EXISTING GLASS UNIT MASONRY VERTICAL REVEALS AT EXTERIOR WALLS. REMOVE DAMAGED GLASS UNITS.

ISSUE DATE: 5/30/2025

REVISIONS

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Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant

STATE OF FLORIDA

SEAL OF REGISTERED ARCHITECT

ARG3577

1324

Seal

E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS

601 E MALLORY ST, PENSACOLA, FL 32503

DEMOLITION BUILDING ELEVATIONS

DRAWN BY: AB

DESIGNED BY: YR

CHECKED BY: CR

PROJECT NO: 24005

SHEET NUMBER

AD201

D

C

B

A



NORTH



1

ARCHITECTURAL SITE PLAN

40' 20' 0' 40' 80'

SCALE: 1" = 40'-0"

GENERAL NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PERFORMING NEW WORK.
2. PROTECT EXISTING LANDSCAPE FROM DAMAGE DURING CONSTRUCTION. IF DAMAGE OCCURS, REPLACE IT WITH IN-KIND LANDSCAPING.

KEYNOTES

SP01	RE-GRADE AREAS WITHIN 5 FEET OUTSIDE OF THE BUILDING AND GLULAM ARCH FOUNDATIONS. GRADE AREAS TO DRAIN WATER AWAY FROM STRUCTURES. MAINTAIN AREAS FREE OF TRASH AND DEBRIS. FOR EXISTING GRADES THAT WILL REMAIN, BUT WHICH WERE DISTURBED BY CONTRACTOR'S OPERATIONS, GRADE AS DIRECTED.
SP02	PROVIDE TERMITE CONTROL TREATMENT.

ISSUE DATE: 5/30/2025

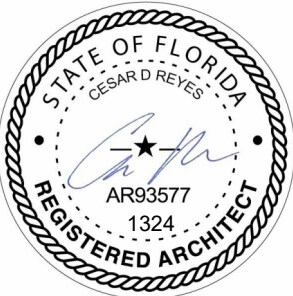
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PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

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E.S. COBB RESOURCE CENTER RENOVATIONS & REPAIRS 601 E MALLORY ST, PENSACOLA, FL 32503 ARCHITECTURAL SITE PLAN

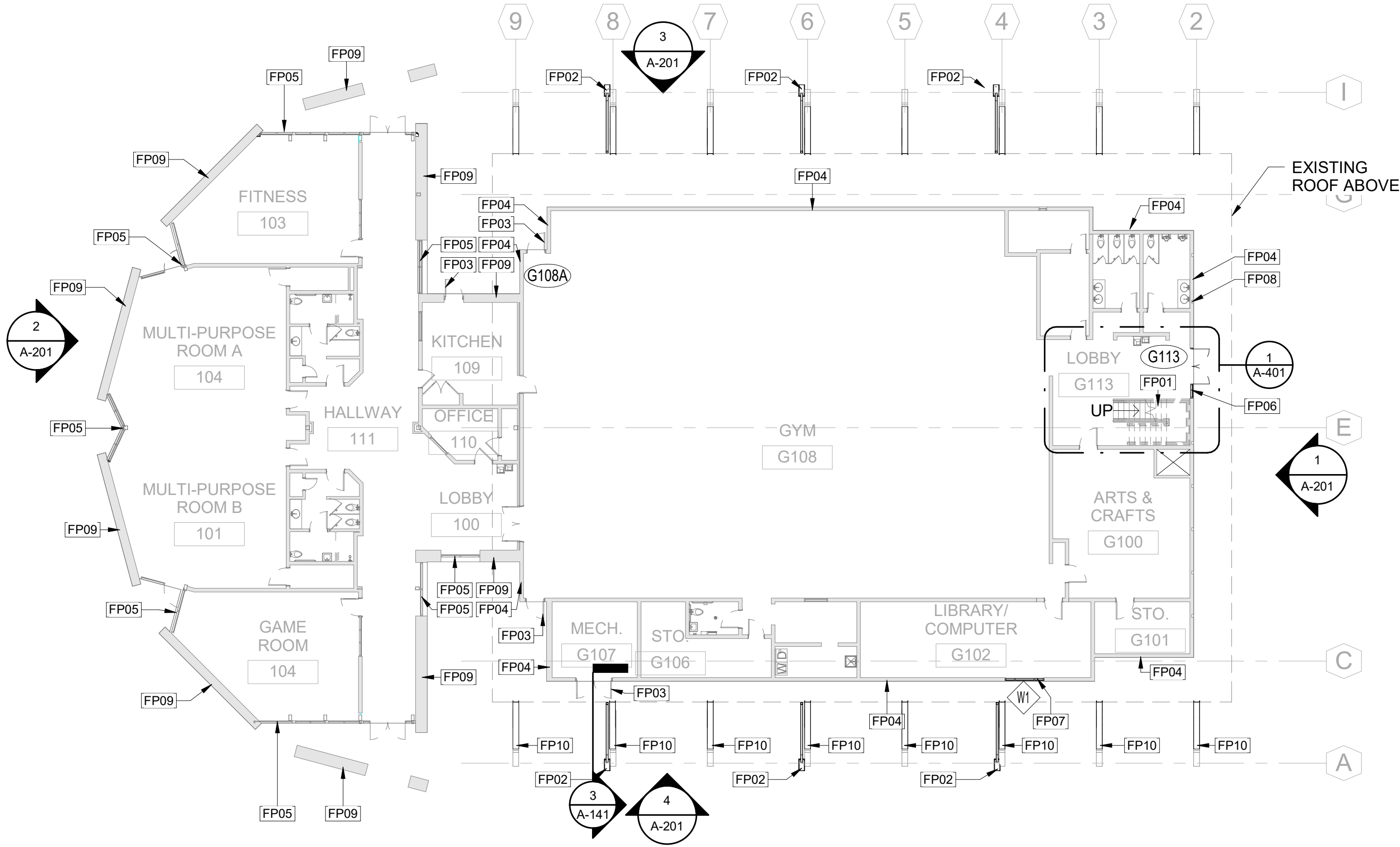
DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

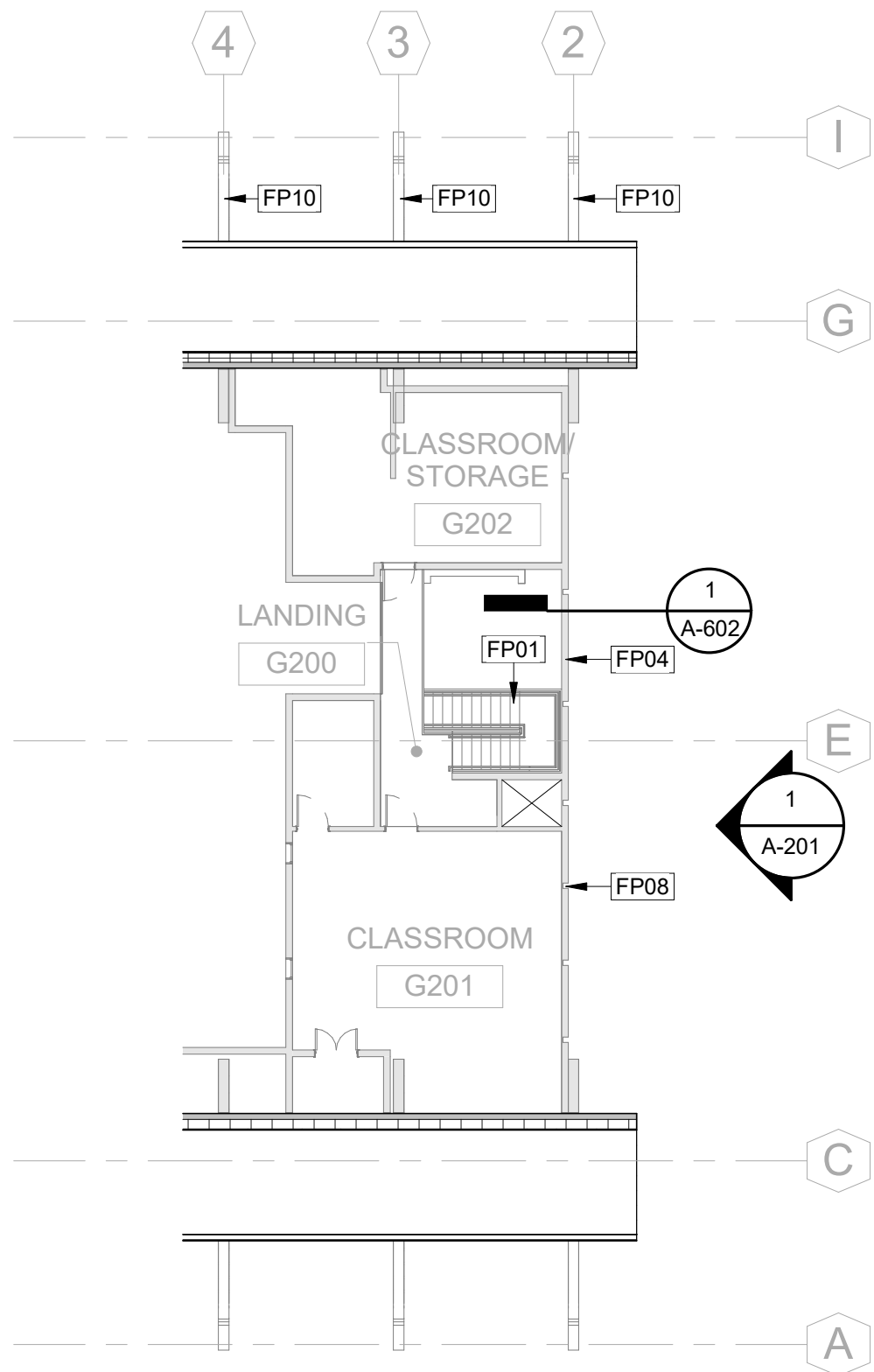
A-100

A-101-
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NORTH
1
8' 4' 0' 8' 16'
SCALE: 1/16" = 1'-0"



NORTH
2
8' 4' 0' 8' 16'
SCALE: 1/16" = 1'-0"



LEGEND

NEW BUILDING ELEMENT

EXISTING BUILDING ELEMENT
TO REMAIN

GENERAL NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PERFORMING NEW WORK.
2. CONTRACTOR SHALL COORDINATE WITH ALL TRADES PRIOR TO COMMENCING WORK.
3. PROTECT EXISTING BUILDING ELEMENTS TO REMAIN FROM DAMAGE. REPLACE AND/OR REPAIR EXISTING BUILDING ELEMENTS TO REMAIN THAT ARE DAMAGED DURING DEMOLITION AND CONSTRUCTION.

KEYNOTES

FP01	REPAIR AND PREPARE EXISTING RAILINGS AND HANDRAILS FOR NEW FINISH. REPAINT PREVIOUSLY PAINTED SURFACES AND RE-STAIN PREVIOUSLY STAINED SURFACES.
FP02	PROVIDE PRECAST CONCRETE SPLASH BLOCK.
FP03	PATCH AND REPAIR EXISTING EXTERIOR HOLLOW METAL DOORS AND FRAMES AS REQUIRED. REPAINT EXISTING EXTERIOR HOLLOW METAL DOORS AND FRAMES.
FP04	PREPARE EXISTING EXTERIOR CONCRETE MASONRY UNIT SURFACE FOR HIGH PERFORMANCE COATING. REPAIR OR FILL MORTAR JOINTS AND MINOR DEFECTS, INCLUDING BUT NOT LIMITED TO SPALLS, IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND PRIOR TO COATING APPLICATION. FINISH EXISTING CMU EXTERIOR WALLS WITH PIGMENTED POLYURETHANE OVER HIGH-BUILD EPOXY SYSTEM PER MPI EXT 4.2G-G-6.
FP05	INSTALL NEW BACKER ROD AND SEALANT AROUND EXISTING WINDOWS. SELANT COLOR TO MATCH EXISTING AS SELECTED BY ARCHITECT.
FP06	INSTALL NEW PREFINISHED ALUMINUM STOREFRONT ENTRANCE SYSTEM IN EXISTING ROUGH OPENING. GLAZING AND FRAME COLOR TO MATCH EXISTING.
FP07	INSTALL NEW PREFINISHED ALUMINUM STOREFRONT WINDOW SYSTEM IN EXISTING ROUGH OPENING. GLAZING AND FRAME COLOR TO MATCH EXISTING WINDOWS.
FP08	TYPICAL: REMOVE AND REPLACE DAMAGED GLASS UNITS WITH A PRODUCT MATCHING THE EXISTING SIZE, PATTERN, FINISH, COLOR, AND AMOUNT OF LIGHT TRANSMISSION. INSTALL NEW GLASS UNITS PER MANUFACTURER'S INSTRUCTIONS. APPLY EXTERNAL SEALER AS RECOMMENDED BY GLASS UNIT MANUFACTURER.
FP09	CLEAN EXISTING EXTERIOR CLAY BRICK MASONRY VENEER SURFACES TO OBTAIN SURFACES FREE OF STAIN, DIRT, MORTAR AND GROUT, EFFLORESCENCE, AND DISCOLORATION OR SCUM FROM CLEANING OPERATIONS. CLEAN BRICK BY BUCKET-AND-BRUSH HAND-CLEANING METHOD DESCRIBED IN BIA TECHNICAL NOTES 20.
FP10	REPAIR EXISTING GLULAM ARCHED BEAMS PER STRUCTURAL REPAIR DRAWINGS. APPLY PIGMENTED POLYURETHANE SYSTEM PER MPI EXT 6.1J-G6 ON SIDES OF THE ARCHES EXPOSED TO THE ELEMENTS. INSTALL FACTORY-FABRICATED PREFINISHED METAL COPING SYSTEM OVER EXTERIOR PORTIONS OF THE GLULAM ARCHES IN COMPLIANCE WITH ANSI-SPRI ES-1.

ISSUE DATE: 5/30/2025

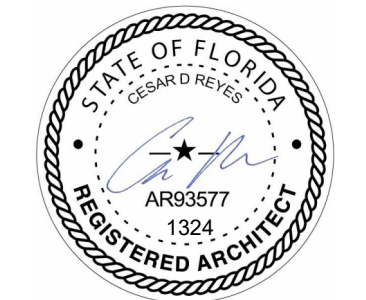
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Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant



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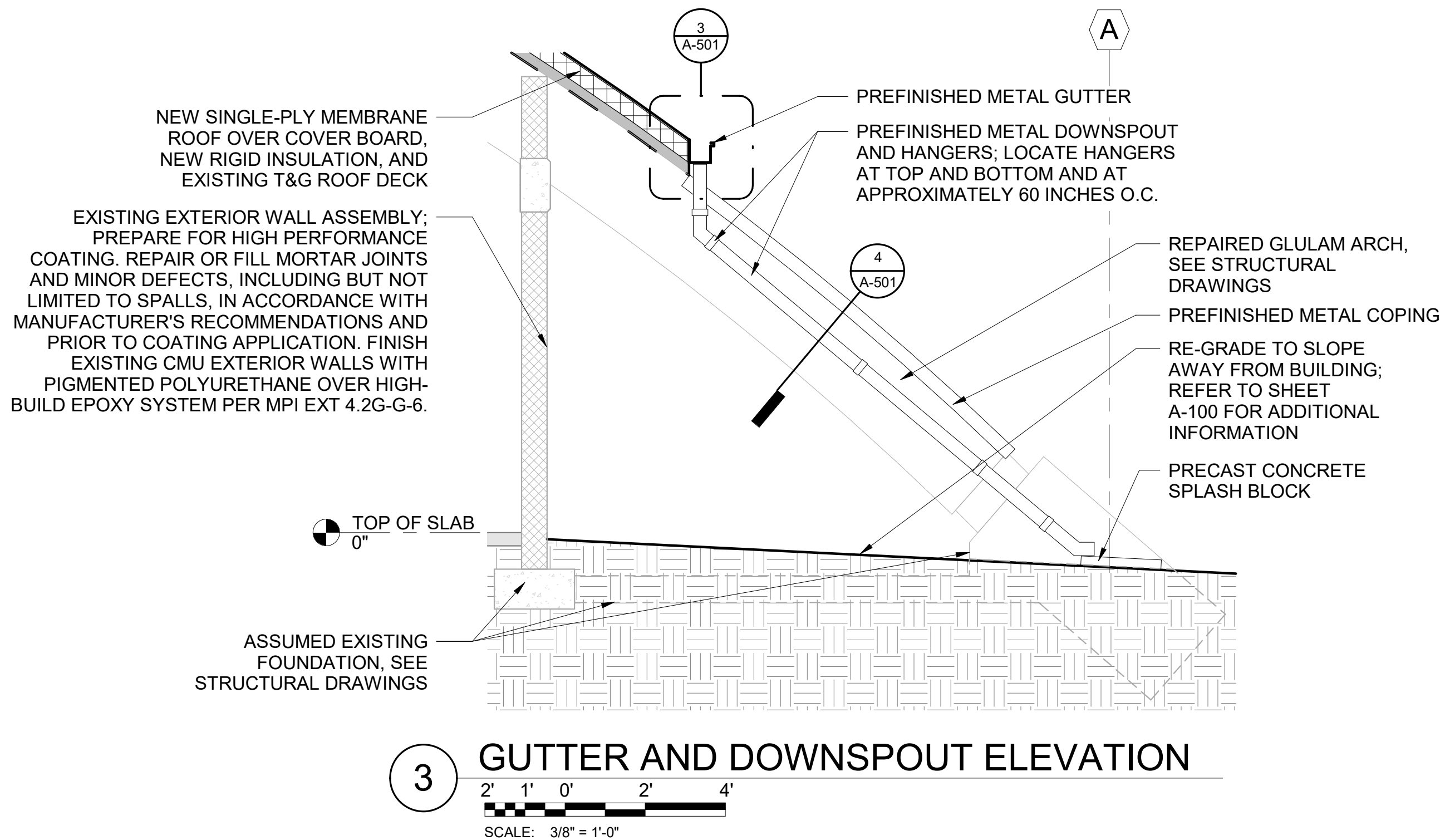
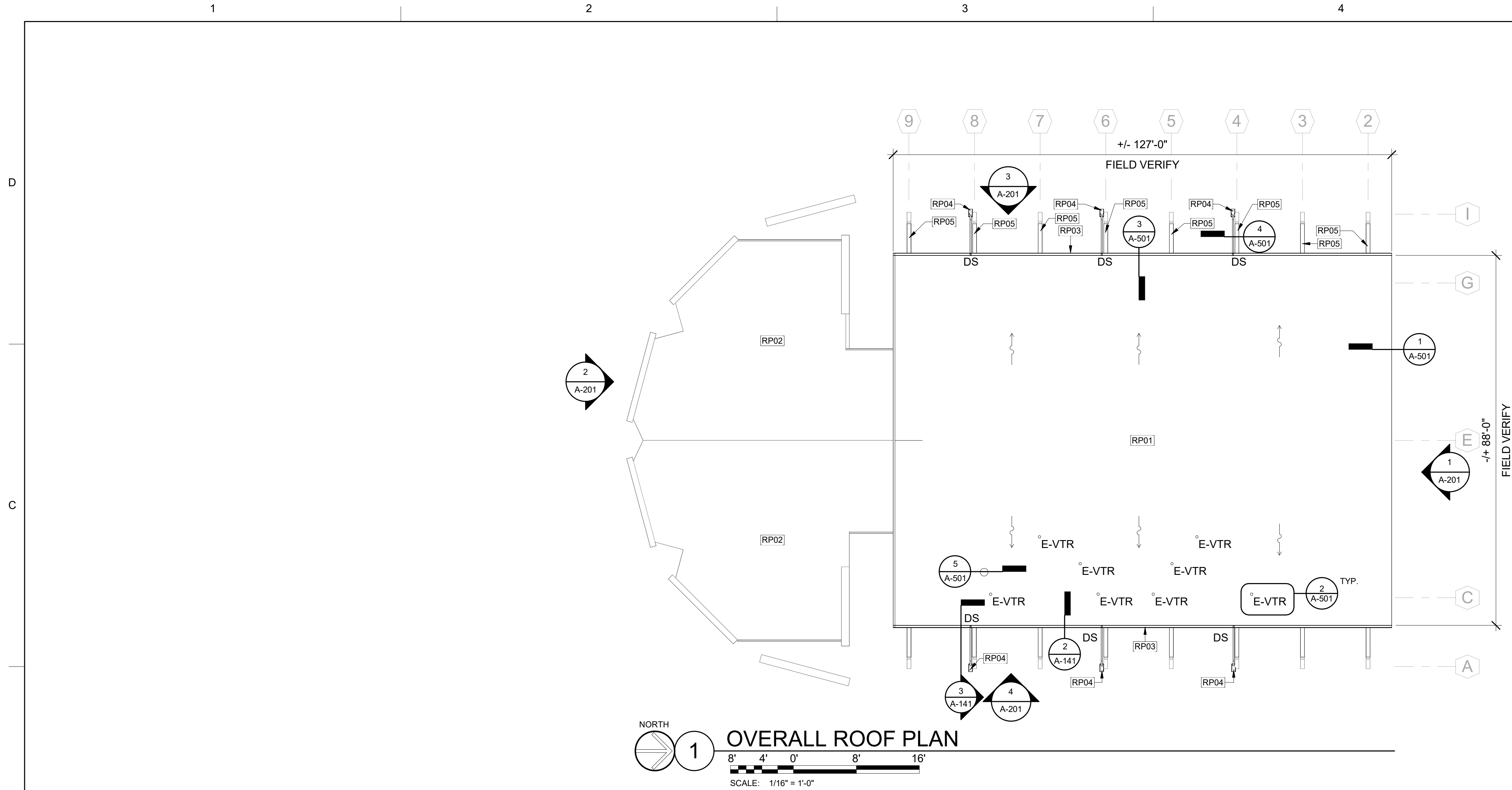
**E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS**
601 E MALLORY ST, PENSACOLA, FL 32503
NEW WORK FLOOR PLANS

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

A-101

A-141-
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PATCH AND REPAIR SOFFIT AS REQUIRED; REPLACE DAMAGED MATERIALS WITH IN KIND MATERIALS. PREPARE AND REPAINT SOFFIT AND ACCESSORIES; COLOR TO MATCH EXISITNG.

2 SOFFIT DETAIL
SCALE: NOT TO SCALE

LEGEND	
DS	DOWNSPOUT
E-VTR	EXISTING VENT THRU ROOF
	SLOPE INDICATOR

GENERAL NOTES	
1.	FOLLOW SMACNA AND/OR NRCA STANDARDS FOR ALL ROOFTOP PENETRATIONS.
2.	REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION ON WIND FACTORS AND PRESSURES TO DESIGN THE ROOF SYSTEM AND COMPONENTS.
3.	FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PERFORMING NEW WORK.
4.	CONTRACTOR SHALL COORDINATE WITH ALL TRADES PRIOR TO COMMENCING WORK.
5.	PROTECT EXISTING BUILDING ELEMENTS TO REMAIN FROM DAMAGE. REPLACE AND/OR REPAIR EXISTING BUILDING ELEMENTS TO REMAIN THAT ARE DAMAGED DURING DEMOLITION AND CONSTRUCTION.

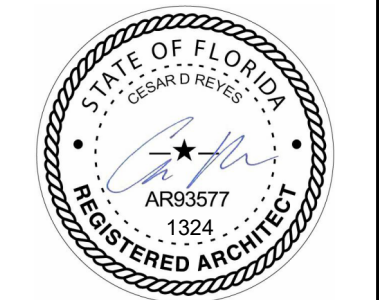
KEYNOTES	
RP01	NEW POLYVINYL-CHLORIDE ROOFING.
RP02	PATCH, REPAIR, AND REPLACE FLASHING AS REQUIRED. INSPECT PARAPET FLASHING; REPAIR OR REPLACE AS REQUIRED.
RP03	PROVIDE PREFINISHED METAL GUTTERS AND DOWNSPOUTS. COLOR TO MATCH EXISTING AS SELECTED BY ARCHITECT.
RP04	PROVIDE PRECAST CONCRETE SPLASH BLOCKS.
RP05	REPAIR EXISTING GLULAM ARCHED BEAMS PER STRUCTURAL REPAIR DRAWINGS. APPLY PIGMENTED POLYURETHANE SYSTEM PER MPI EXT 6.1J-G6 ON SIDES OF THE ARCHES EXPOSED TO THE ELEMENTS. INSTALL FACTORY-FABRICATED PREFINISHED METAL COPING SYSTEM OVER EXTERIOR PORTIONS OF THE GLULAM ARCHES IN COMPLIANCE WITH ANSI-SPRI ES-1.

GUTTER CALCS	
Rainfall Intensity (in/hr): 10.8 Based on rainfall averages in Mobile, ALABAMA (100 years)	
Roof Rainfall Design Area (ft²): 1,617.49 * Area of Largest Roof Serving a Single Gutter System Dimensions based on design area wizard calculations	
Gutter in Lineal Ft: 34 * Length at Largest Roof Serving a Single Gutter System	
Gutter Length Serving Single DS (ft.): 34 *Assumption: downspouts are equally spaced **Maximum gutter length to be served by a downspout is 50ft per SMACNA ASHRAE	
M (depth to width ratio): 1.00	
Min. Gutter Width (in.): 6.5 [Rectangular]	
Min. Gutter Depth (in.): 6.5	
# of Downspouts: 1	
Min. Area per DS (in²): 14.70	
Min. DS Size (in): 3.75 x 4.75 [Plain Rectangular] *Per Table 1-3 on page 1.4 of SMACNA ASHRAE	
Calculations are derived using the 7th Edition of SMACNA's Architectural Sheet Metal Manual	

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Architects
121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

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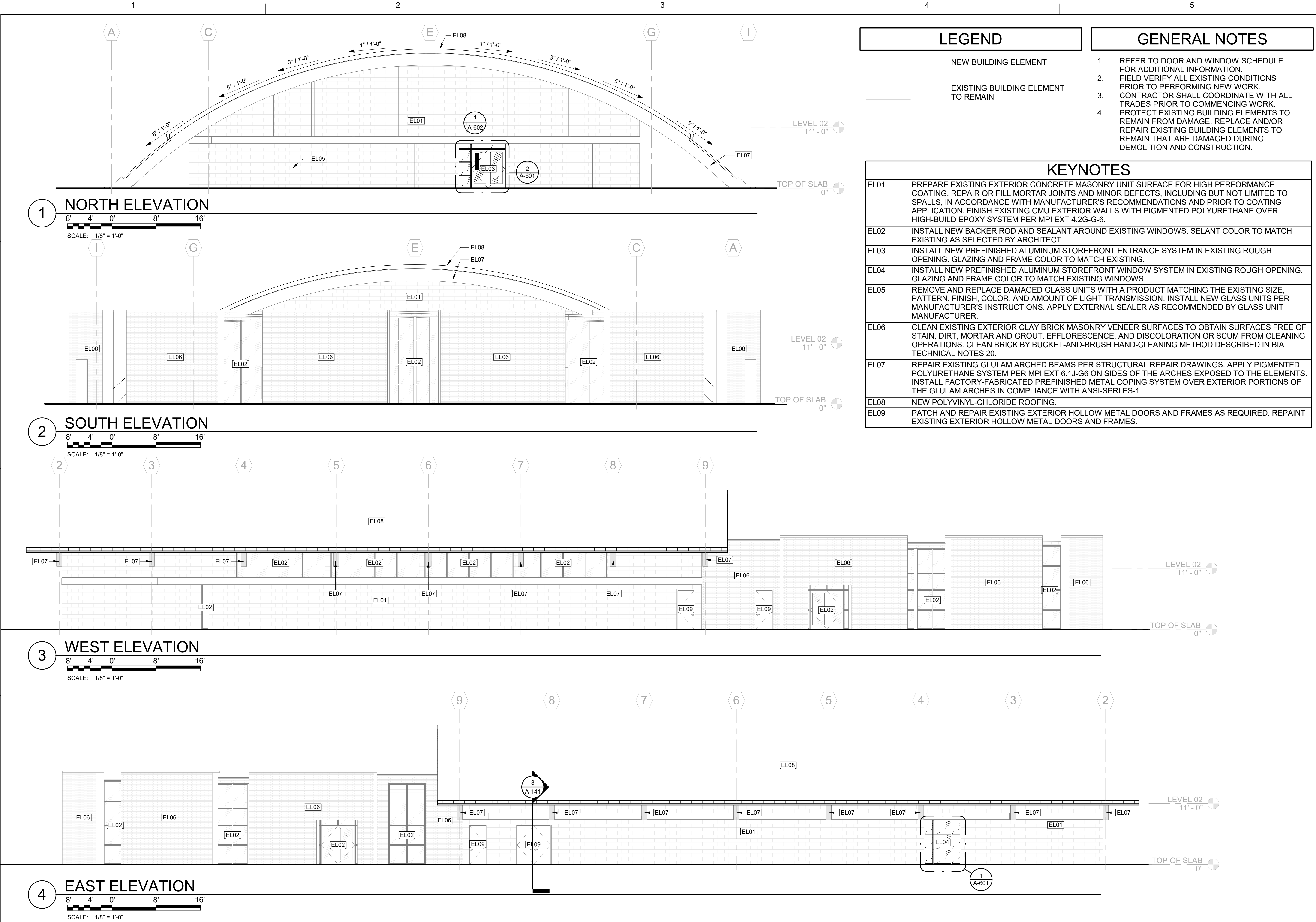
**E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS**
601 E MALLORY ST, PENSACOLA, FL 32503
NEW WORK ROOF PLAN

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

A-141

A-201-
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121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
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**E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS
BUILDING ELEVATIONS**

601 E MALLORY ST, PENSACOLA, FL 32503

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

A-201

100% DESIGN - ISSUED FOR CONSTRUCTION (REVISION 0)

D

C

B

A

1

2

3

4

5

LEGEND

NEW BUILDING ELEMENT

EXISTING BUILDING ELEMENT
TO REMAIN

GENERAL NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PERFORMING NEW WORK.
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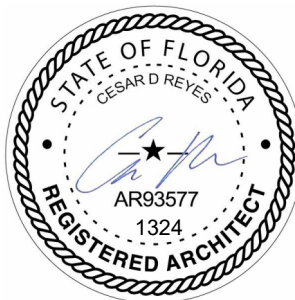
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PENSACOLA, FL 32502
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**E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS**
601 E MALLORY ST, PENSACOLA, FL 32503
ENLARGED PLAN & DETAILS

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

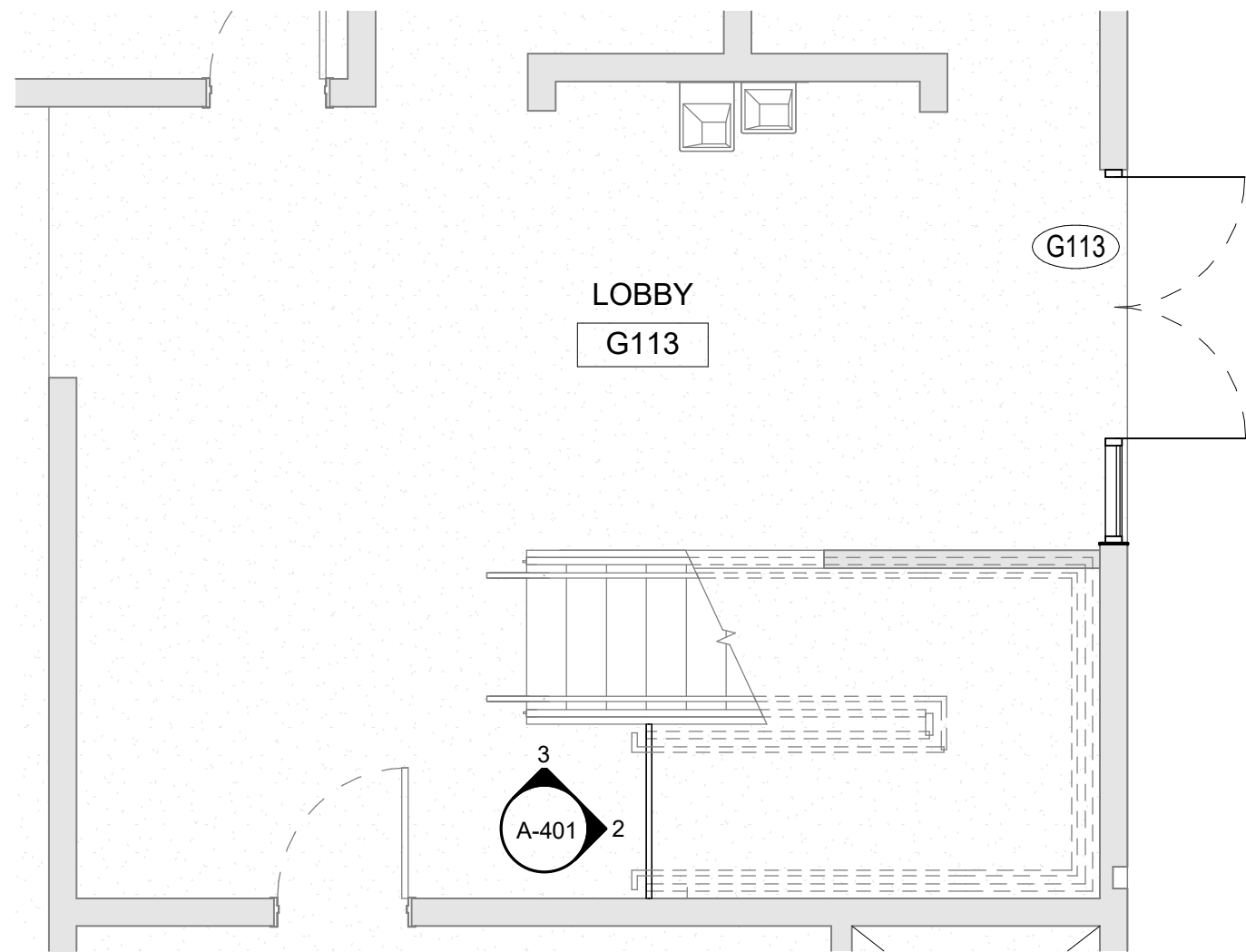
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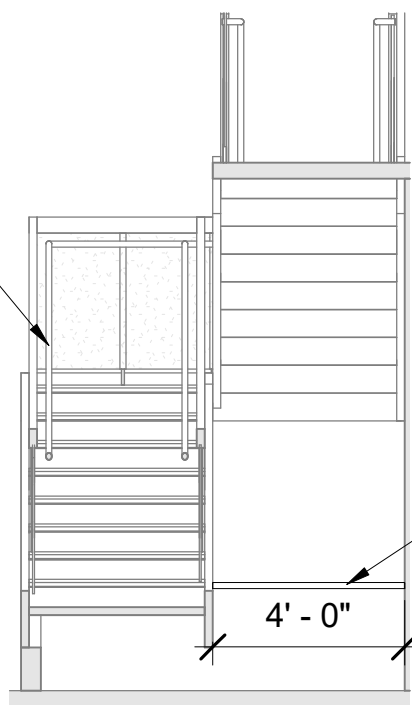
4 RAILING REPAIR DETAIL
3" 1'-1/2" 0' 3" 6"
SCALE: 3" = 1'-0"

REPAIR WHERE REQUIRED.



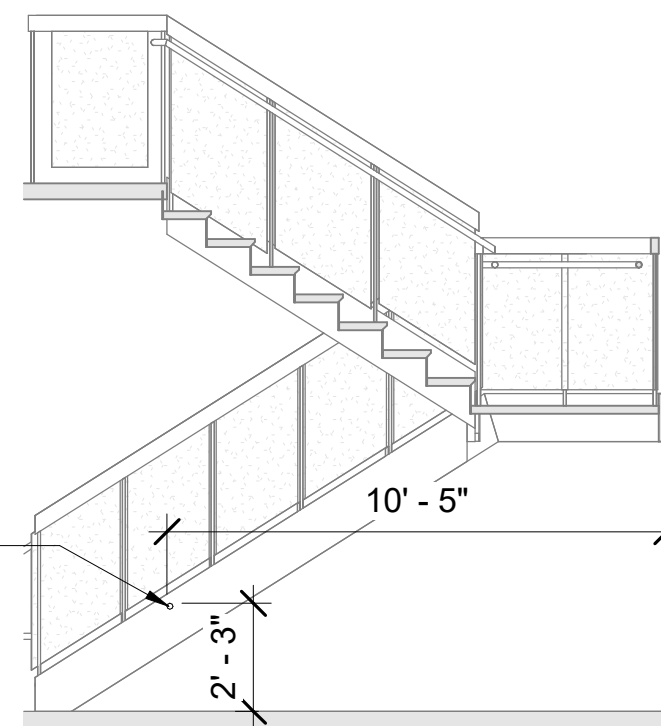
1 ENLARGED PLAN - STAIRS
4' 2' 0' 4' 8'
SCALE: 1/4" = 1'-0"

PROVIDE NEW
HANDRAIL
WHERE MISSING,
MATCH EXISTING



2 SECTION - STAIRS
4' 2' 0' 4' 8'
SCALE: 1/4" = 1'-0"

R3/4" ALUMINUM
BAR, MOUNT TO
WALL AND SIDE
OF STAIRS



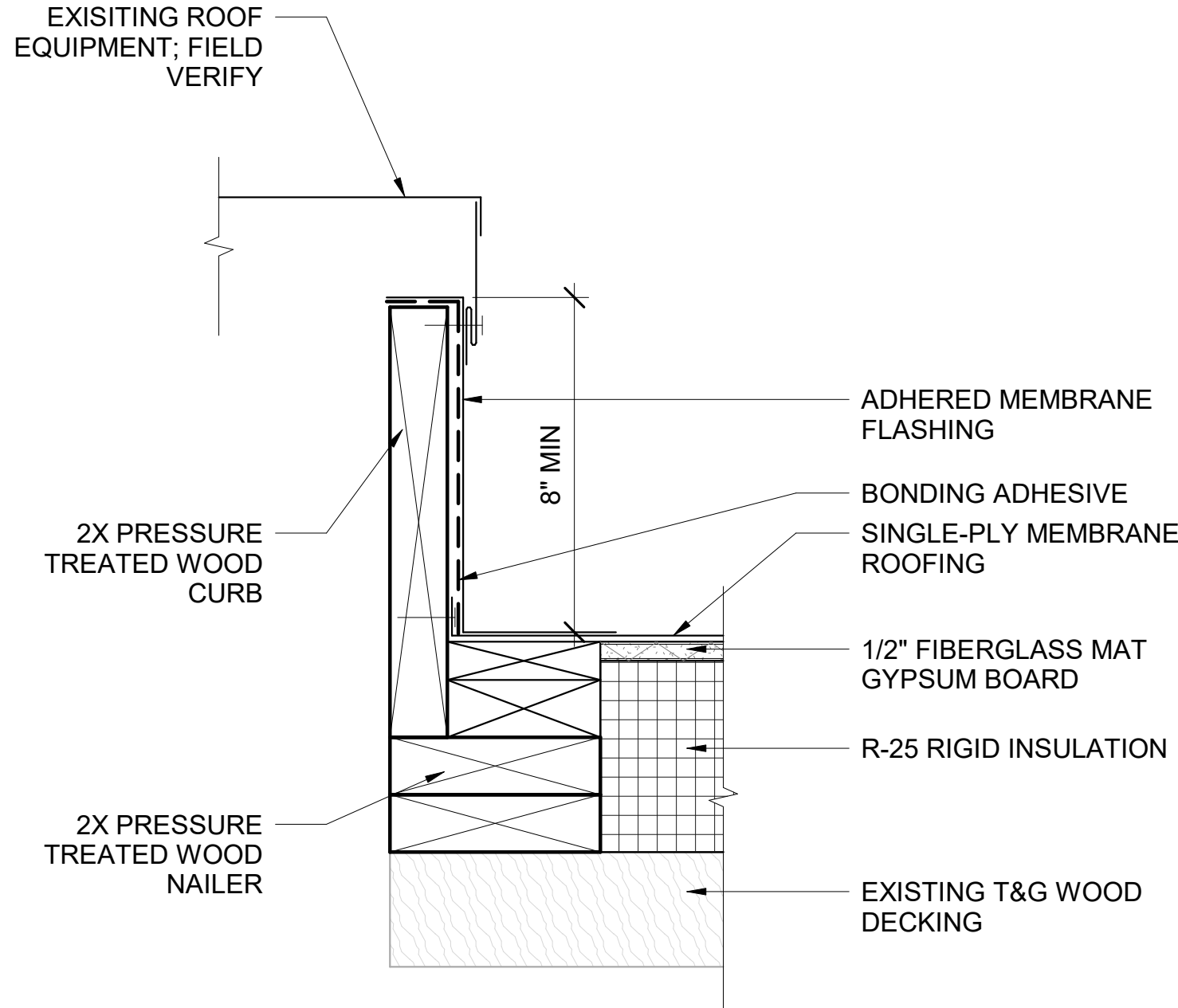
3 SECTION - STAIRS
4' 2' 0' 4' 8'
SCALE: 1/4" = 1'-0"

D

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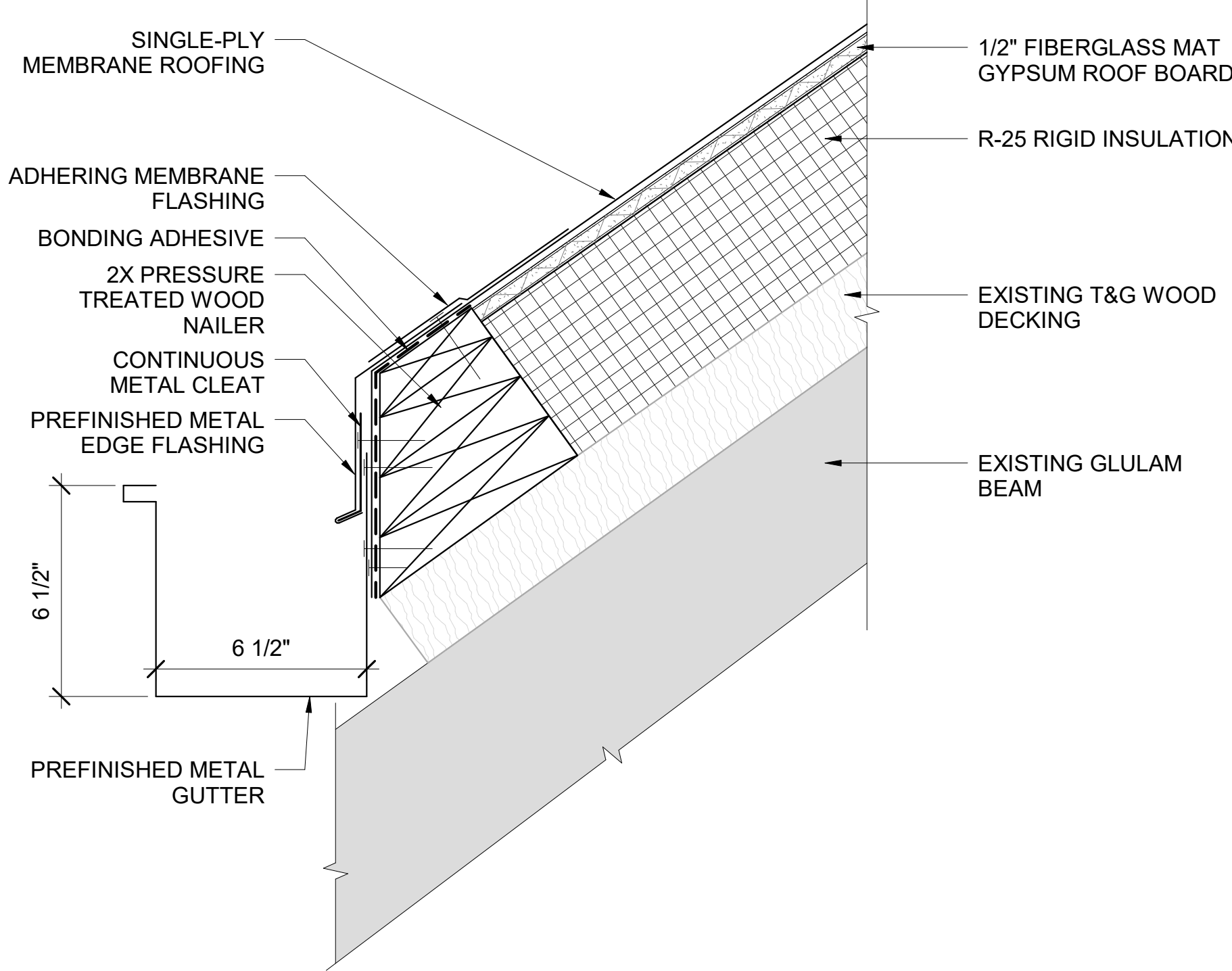
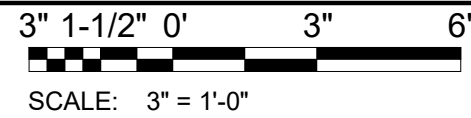
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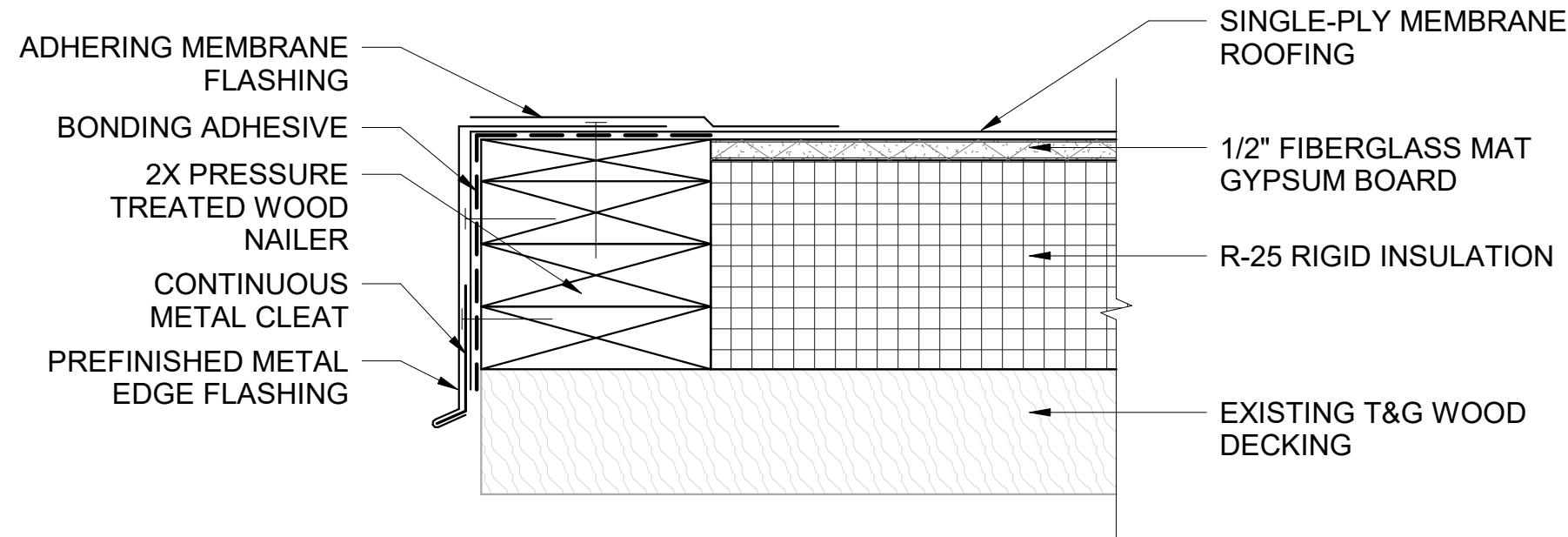
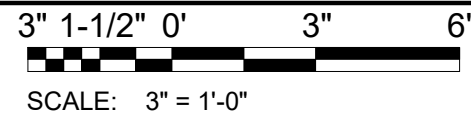
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ROOF CURB DETAIL



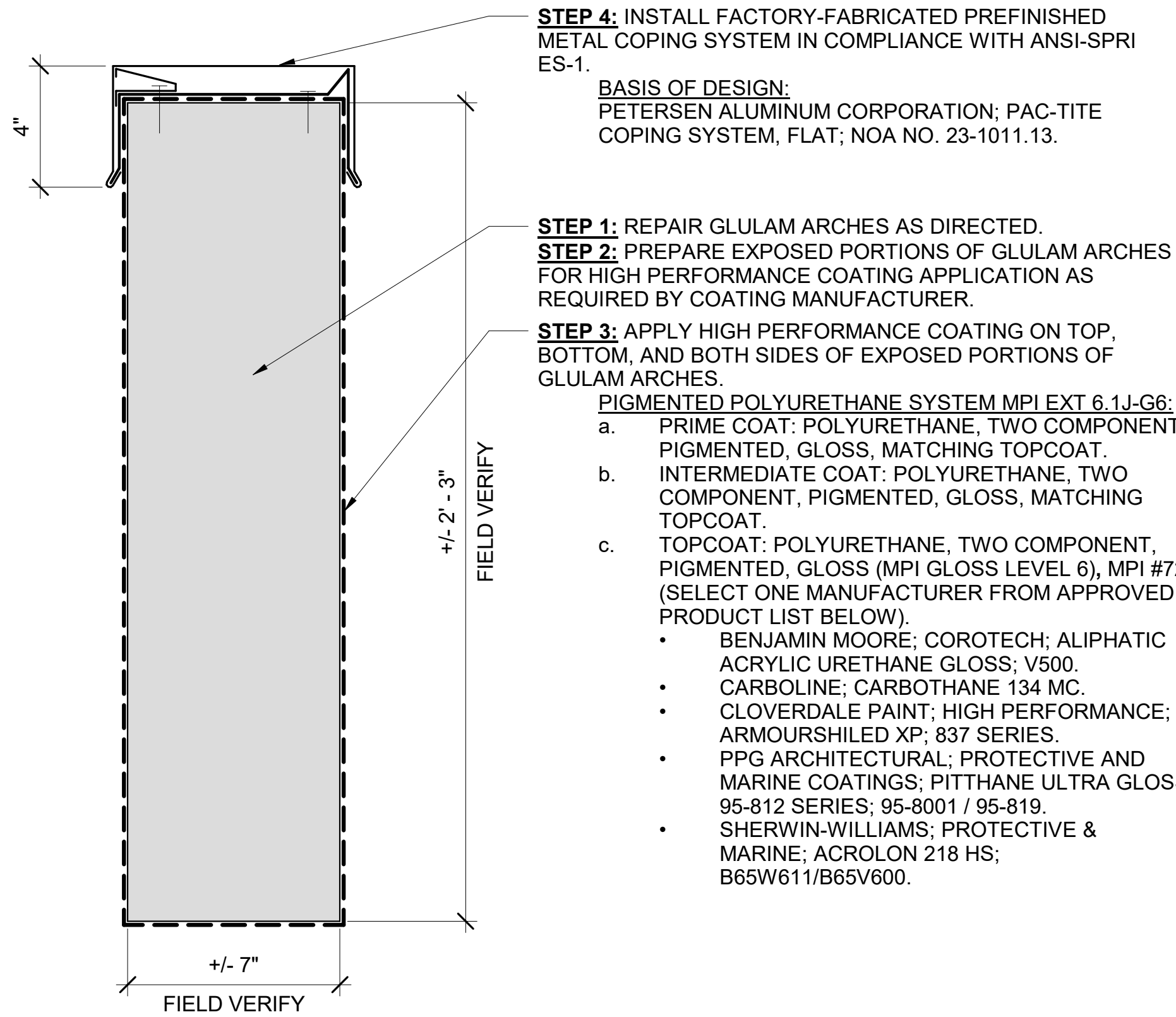
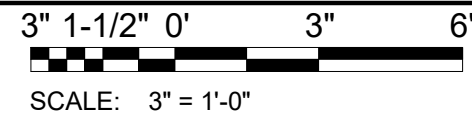
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ROOF GUTTER DETAIL



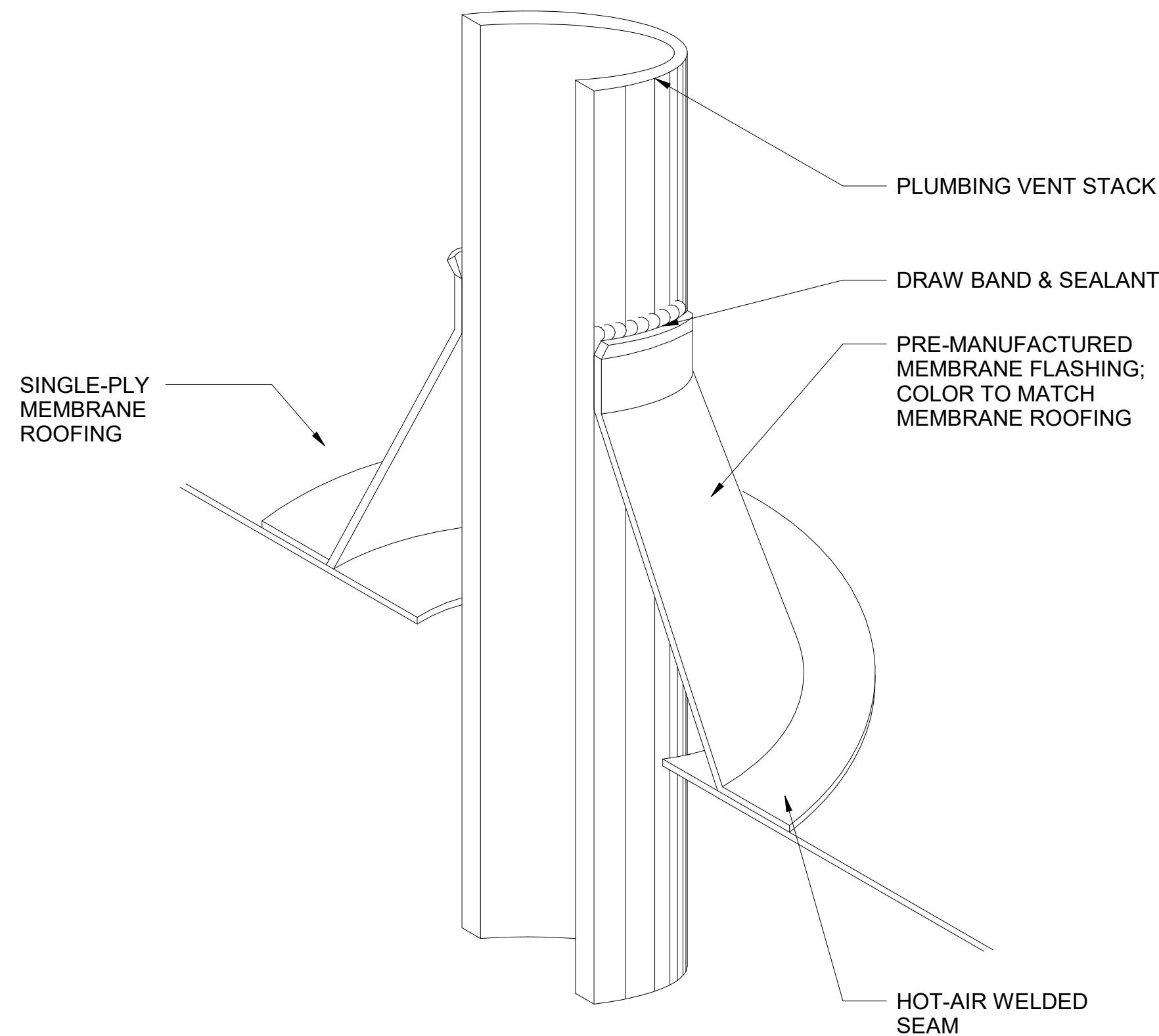
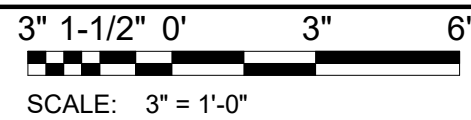
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ROOF RAKE DETAIL



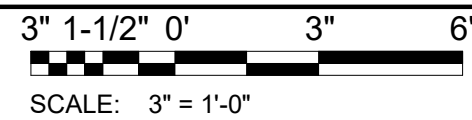
4

GLULAM ARCH FINISH DETAIL



2

VENT THRU ROOF DETAIL



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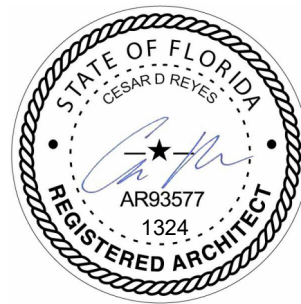
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121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

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**E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS**
601 E MALLORY ST, PENSACOLA, FL 32503
ARCHITECTURAL DETAILS

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

A-501

D

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1

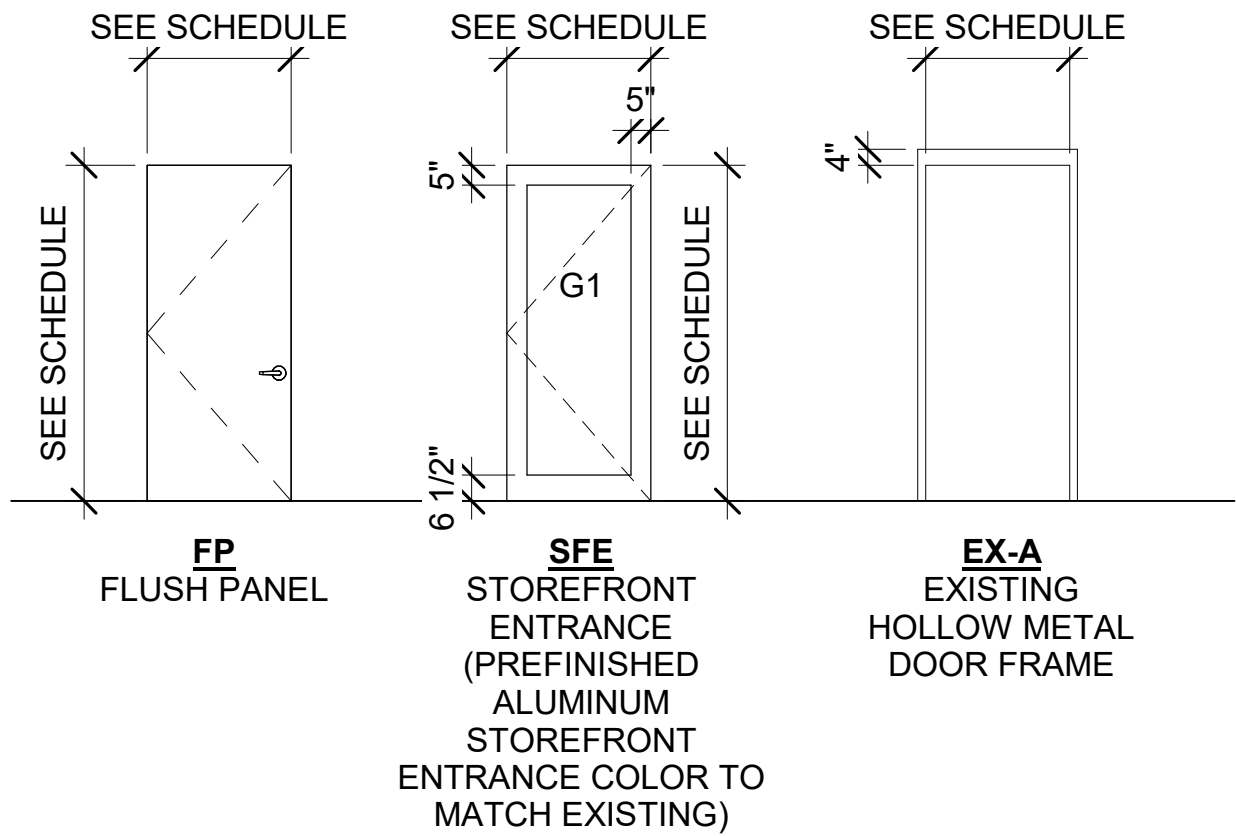
2

3

4

5

DOOR AND FRAME TYPES



ABBREVIATIONS

ALUM	ALUMINUM
EX-HM	EXISTING HOLLOW METAL
FP	FLUSH PANEL
GL	GLAZING
HM	HOLLOW METAL
L	LOUVER
PR	PAIR
S	SINGLE
SF	STOREFRONT
SFE	STOREFRONT ENTRANCE
SFF	STOREFRONT ENTRANCE FRAME
W	WINDOW

GLAZING INDEX

NOTE: GLAZING COLOR TO MATCH EXISTING.

- G1 1" IG LAMINATED GLASS:
1/4" TEMPERED GLASS
LOW-E COATING
3/8" AIR SPACE
3/16" HEAT STRENGTHENED GLASS
0.90"SGP INTERLAYER BY KRARAY
3/16" HEAT STRENGTHENED GLASS
- G2 1 1/32" IG LAMINATED GLASS:
3/16" TEMPERED GLASS
LOW-E COATING
3/8" AIR SPACE
3/16" HEAT STRENGTHENED GLASS
0.90"SGP INTERLAYER BY KRARAY
3/16" HEAT STRENGTHENED GLASS

HARDWARE INDEX

SET 1 EXISTING EXTERIOR SINGLE EGRESS DOOR

- REPLACE EXIT SIGN

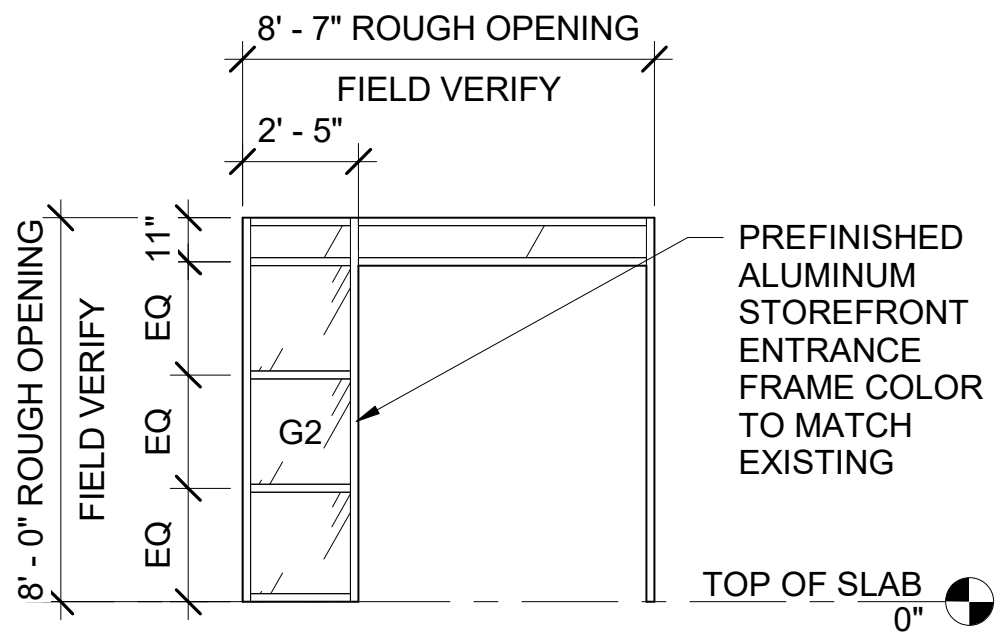
- SET 2 EXTERIOR STOREFRONT ENTRANCE**
PROVIDED BY STOREFRONT ENTRANCE MANUFACTURER
- CONTINUOUS HINGES
 - LOCK
 - LATCH STRIKE
 - LOCK CYLINDER
 - EXIT DEVICE
 - CLOSERS
 - THRESHOLDS
 - PULL HARDWARE
 - FLOOR MOUNTED STOPS
 - WEATHERSTRIPPING GASKETING
 - SILL SWEEP STRIPS

GENERAL NOTES

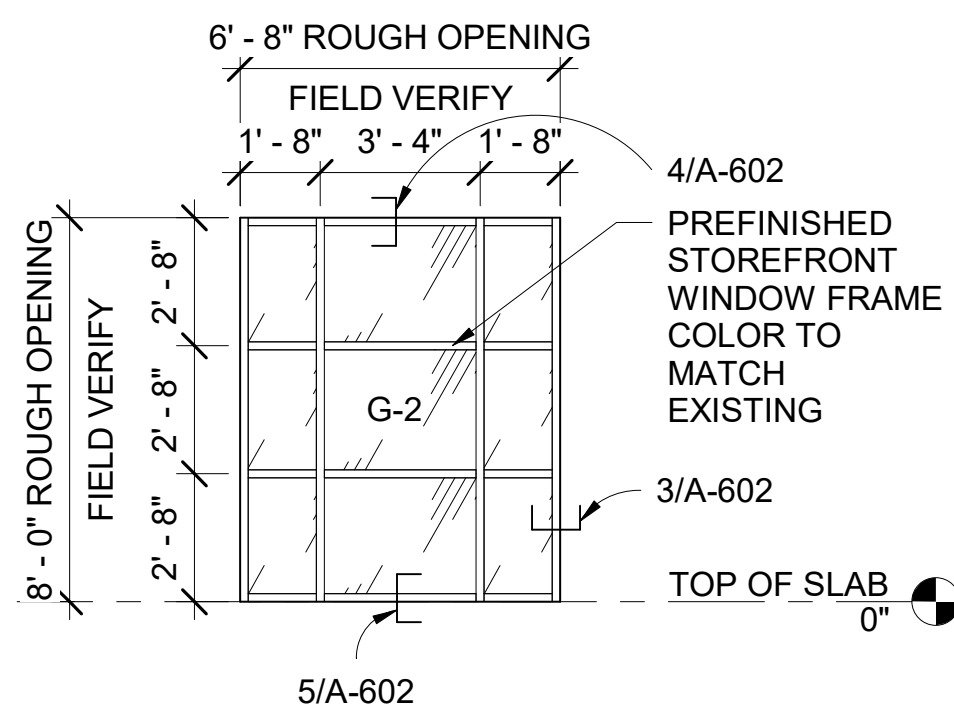
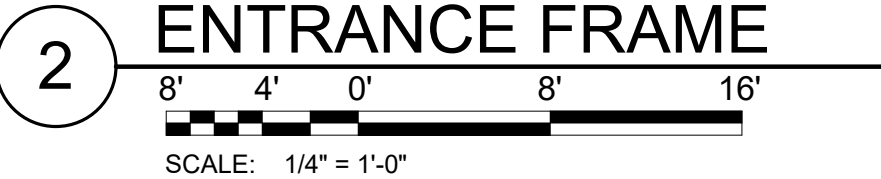
- ALL HARDWARE TO BE SUPPLIED W/ DOOR. REFER TO DOOR SPECIFICATIONS FOR ALL DOOR HARDWARE SETS.
- CONTRACTOR TO FIELD VERIFY ALL OPENINGS PRIOR TO DOOR AND WINDOW PURCHASE.
- COORDINATE ALL DOORS AND WINDOWS W/MANUFACTURER PRIOR TO PURCHASE.
- INSTALL DOORS AND WINDOWS IN STRICT ACCORDANCE W/ THE MANUFACTURER'S PRINTED INSTRUCTIONS.
- INSTALL SEALANT AND BACKING ROD AS PER INDUSTRY STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.

DOOR SCHEDULE

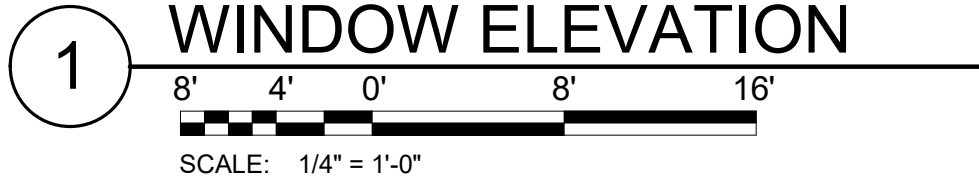
DOOR SCHEDULE														
MARK	ROOM	PANEL	DOORS						FRAME		DETAILS			HARDWARE SET
			WIDTH	HEIGHT	THICK	MATERIAL	TYPE	GLAZING	TYPE	MATERIAL	HEAD	JAMB	SILL	
G108A	G108	S	3' - 0"	7' - 0"	1 3/4"	EX-HM	FP	--	EX-A	EX-HM	--	--	--	SET 1
G113	G113	PR	3' - 0"	7' - 0"	2 1/4"	ALUM	SFE	G-1	SFF	ALUM	1/A-602	2/A-602	1/A-602	SET 2



SFF - STOREFRONT ENTRANCE FRAME



W1 - STOREFRONT WINDOW ELEVATION



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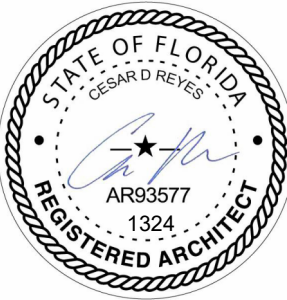
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STOA
Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant



Seal

**E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS**
601 E MALLORY ST, PENSACOLA, FL 32503
OPENING SCHEDULES

DRAWN BY: AB
DESIGNED BY: YR
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PROJECT NO: 24005

SHEET NUMBER

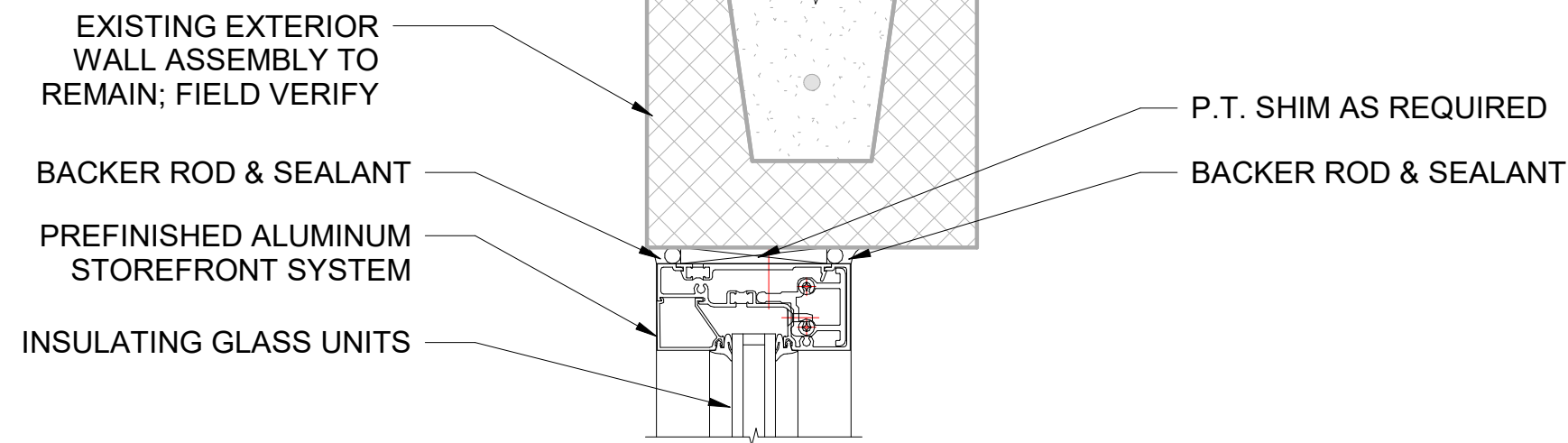
A-601

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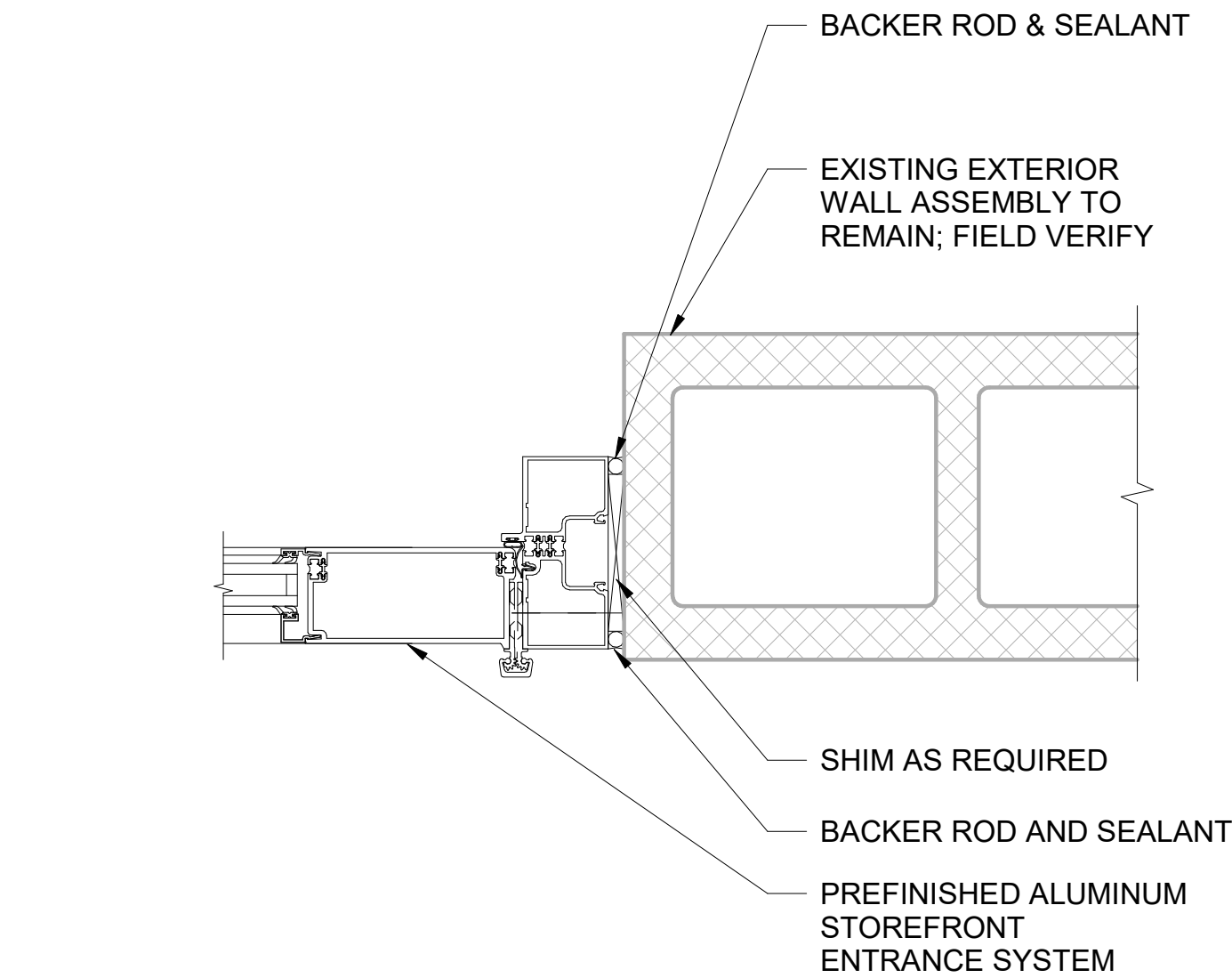
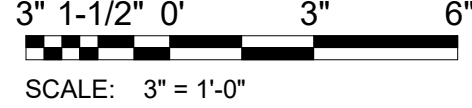
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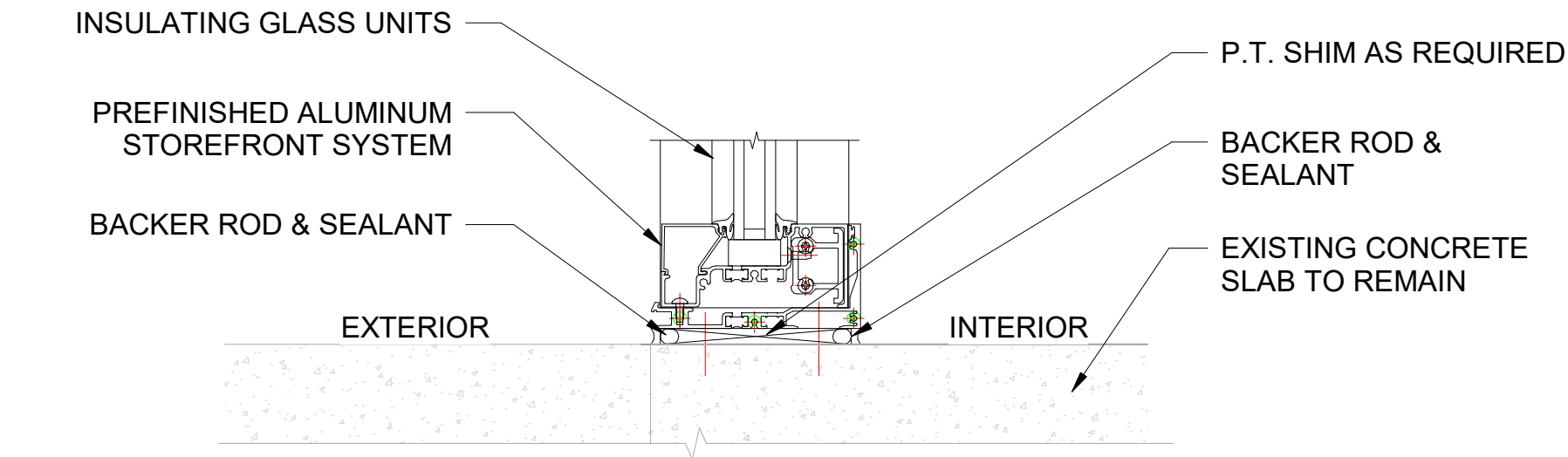
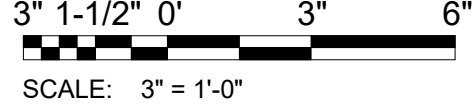
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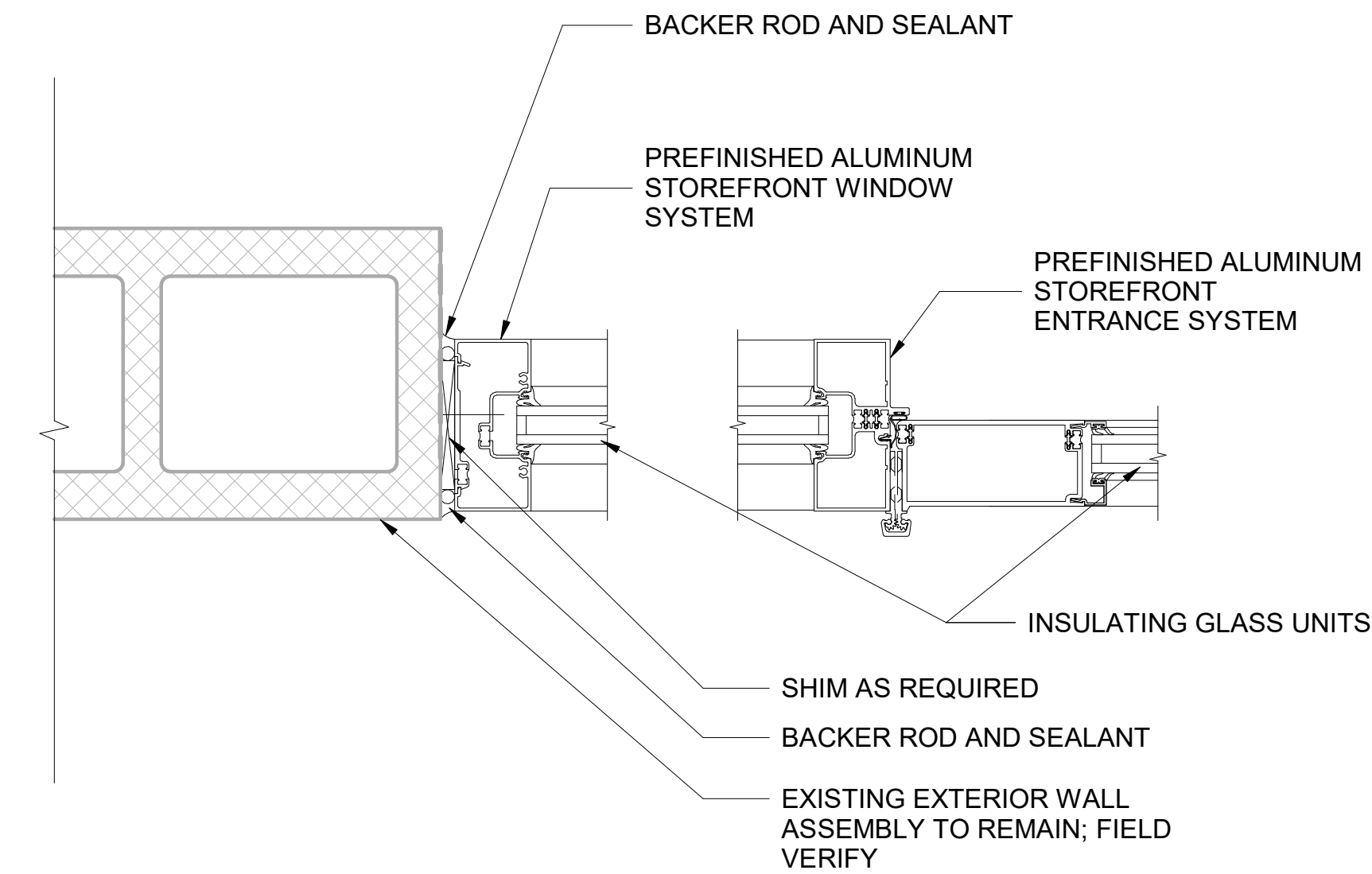
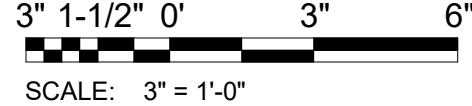
4 WINDOW HEAD DETAIL



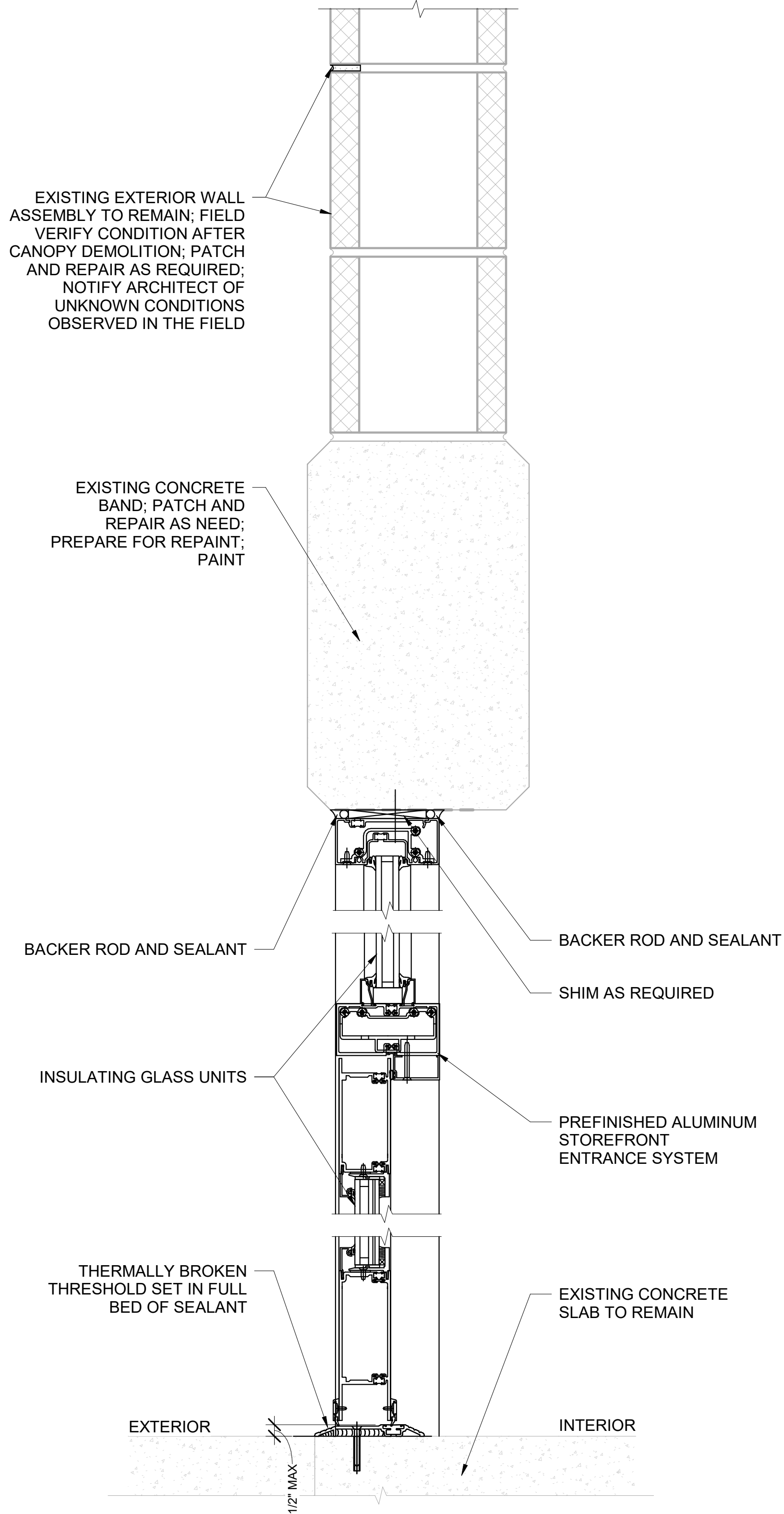
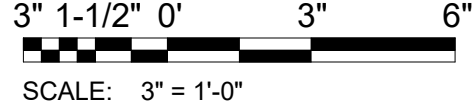
2 STOREFRONT ENTRANCE SYSTEM JAMB DETAIL



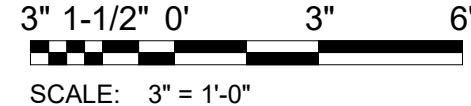
5 WINDOW SILL DETAIL



3 WINDOW & ENTRANCE SYSTEM JAMB DETAIL



1 STOREFRONT ENTRANCE SYSTEM HEAD & SILL DETAIL



ISSUE DATE: 5/30/2025		
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121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant



Seal

**E.S. COBB RESOURCE CENTER
RENOVATIONS & REPAIRS**
601 E MALLORY ST, PENSACOLA, FL 32503
OPENING DETAILS

DRAWN BY: AB
DESIGNED BY: YR
CHECKED BY: CR
PROJECT NO: 24005

SHEET NUMBER

A-602

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GENERAL STRUCTURAL NOTES

GENERAL

THESE DRAWINGS, AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF LYSAGHT & ASSOCIATES, P.A., FOR USE SOLELY WITH THIS PROJECT AND SHALL NOT BE REPRODUCED FOR OTHER PURPOSES.

THE PROFESSIONAL ENGINEER WHOSE SEAL APPEARS ON THESE DRAWINGS IS THE PROJECT STRUCTURAL ENGINEER-OF-RECORD (SER) WHO BEARS LEGAL RESPONSIBILITY FOR THE PERFORMANCE OF THE STRUCTURAL REPAIR, RELATING TO PUBLIC HEALTH, SAFETY, AND WELFARE. NO OTHER PARTY, WHETHER OR NOT A PROFESSIONAL ENGINEER, MAY COMPLETE, CORRECT, REVISE, DELETE, OR ADD TO THESE CONSTRUCTION DOCUMENTS OR PERFORM INSPECTIONS OF THE WORK WITHOUT THE WRITTEN PERMISSION OF THE SER.

USE STRUCTURAL DRAWINGS IN CONJUNCTION WITH JOB SPECIFICATIONS, AND OTHER DRAWINGS.

SECTIONS AND DETAILS SHOWN SHALL BE CONSIDERED TYPICAL FOR ALL SIMILAR CONDITIONS.

ALL NON-STRUCTURAL ELEMENTS INDICATED ON THE STRUCTURAL DRAWINGS HAVE BEEN SHOWN IN GENERAL RELATIONSHIP TO THE STRUCTURAL ELEMENTS. THEY SHALL NOT BE ASSUMED TO BE ACCURATE AND REFERENCE MUST BE MADE TO THE APPROPRIATE CONSULTANT(S) PLANS AND SPECIFICATIONS.

GENERAL REPAIR CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD AND TAKE ALL NECESSARY FIELD MEASUREMENTS.

WHERE REQUIRED, THE GENERAL CONTRACTOR SHALL TAKE SUCH ACTION AS NECESSARY TO PREVENT MOVEMENT OF OR DAMAGE TO THE ADJACENT STRUCTURE DURING CONSTRUCTION.

THE STRUCTURE SHOWN ON THESE DRAWINGS IS STRUCTURALLY SOUND ONLY IN ITS COMPLETED FORM. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BRACING TO STABILIZE THE BUILDING DURING THIS REPAIR.

WHENEVER EXISTING CONSTRUCTION IS RENOVATED, THERE IS LIKELY SOME COSMETIC DEFECTS DUE TO THE AGE OF THE BUILDING THAT WILL NOT BE CORRECTED DURING THE RENOVATION. THESE DEFECTS MAY INCLUDE MINOR CRACKS IN MASONRY WALLS, CRACKS IN SHEETROCK OR PLASTER THAT IS LEFT IN PLACE, ETC. THIS IS TO BE EXPECTED BY THE OWNER, UNLESS NOTED OTHERWISE ON THE DRAWINGS.

SCOPE OF STRUCTURAL ENGINEERING SERVICES

LYSAGHT & ASSOCIATES, P.A. HAS PERFORMED THE STRUCTURAL DESIGN REPAIR AND PREPARED THE STRUCTURAL WORKING REPAIR DRAWINGS FOR THIS PROJECT. "CONSTRUCTION REVIEW" SERVICES ARE PART OF A FUTURE CONTRACT, IF AND WHEN CONTACTED BY THE GENERAL CONTRACTOR OR OWNER. THE GENERAL CONTRACTOR MUST NOTIFY THE STRUCTURAL ENGINEER AT THE FOLLOWING STAGES OF CONSTRUCTION FOR A FIELD REVIEW OF THE WORK, OR THIS WILL BE EXCLUDED FROM THE BASE SCOPE OF SERVICES:

- AFTER PLACEMENT OF EPOXY REPAIR MATERIALS.
- AFTER COMPLETION OF THE STRUCTURAL SYSTEM, BEFORE INTERIOR FINISHES ARE INSTALLED.
- AT ANY STAGE OF CONSTRUCTION WHEN DESIGN OR CONSTRUCTION PROBLEMS ARE ENCOUNTERED.

A "CONSTRUCTION REVIEW REPORT" WILL BE SENT TO THE CONTRACTOR FOLLOWING EACH FIELD TRIP.

THE STRUCTURAL ENGINEER IS RESPONSIBLE FOR THE DESIGN OF THE PRIMARY STRUCTURAL REPAIR SYSTEM. RESPONSIBILITY FOR ANY SECONDARY STRUCTURAL AND NON-STRUCTURAL SYSTEMS NOT SHOWN ON THE STRUCTURAL PLANS RESTS WITH SOMEONE OTHER THAN THE STRUCTURAL ENGINEER.

THE STRUCTURAL ENGINEER HAS NOT DONE A SUBSURFACE INVESTIGATION (HE IS NOT A SOILS SPECIALIST). FOR THIS REPAIR, VERIFICATION OF ANY GEOTECHNICAL OR SOIL CONDITIONS IS NOT REQUIRED, UNLESS REQUESTED BY THE OWNER FOR THEIR RECORDS. SHOULD SOIL PROBLEMS ARE ENCOUNTERED, A FLORIDA SOILS ENGINEER SHOULD BE RETAINED TO EVALUATE THE CONDITIONS AND RECOMMEND THE APPROPRIATE FOUNDATION SYSTEM.

THE STRUCTURAL ENGINEER HAS NOT DESIGNED OR CHECKED THE STRUCTURAL SLAB CONSTRUCTION FOR CONCENTRATED LOADS DUE TO VEHICULAR OR FORKLIFT TRAFFIC.

THE STRUCTURAL ENGINEER IS NOT RESPONSIBLE FOR, AND WILL NOT HAVE CONTROL OF, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE CONSTRUCTION WORK; NOR WILL HE BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE CONSTRUCTION WORK IN ACCORDANCE WITH THESE CONTRACT REPAIR DRAWINGS.

FIELD MEASUREMENTS AND THE VERIFICATION OF FIELD DIMENSIONS ARE NOT PART OF THE STRUCTURAL ENGINEER'S RESPONSIBILITY. THE GENERAL CONTRACTOR SHALL CHECK ALL (ASSUMED) EXISTING CONDITIONS SHOWN ON THESE DRAWINGS FOR ACCURACY AND NOTIFY THE STRUCTURAL ENGINEER OF ANY DISCREPANCIES.

CODE

FLORIDA BUILDING CODE - 2023 EDITION (8th EDITION)
(FBC) EXISTING BUILDINGS

BUILDING OCCUPANCY CATEGORY II

DESIGN LOADS

EXISTING ROOF DEAD LOAD 15 PSF
EXISTING ROOF LIVE LOAD 20 PSF

SLAB ON GRADE DEAD LOAD (ASSUMED 4" THICK) 50 PSF
ASSUMED EXISTING FLOOR LIVE LOAD (Uniform) 100 PSF

SNOW LOAD DATA :
GROUND SNOW LOAD 0 PSF
SNOW EXPOSURE FACTOR 1.0
SNOW LOAD IMPORTANCE FACTOR 1.0
THERMAL FACTOR 1.1
PITCHED ROOF SNOW LOAD 0 PSF

WIND LOAD DATA :
ULTIMATE WIND SPEED (ASCE 7-16) 151 MPH
WIND IMPORTANCE FACTOR 1.0
WIND EXPOSURE C
WIND PRESSURE FOR COMPONENTS / CLADDING PER ASCE 7-16

NOTE WIND PRESSURES AND LOADS EXCEED WIND LOAD AT TIME OF ORIGINAL DESIGN AND CONSTRUCTION AND ARE FOR REFERENCE ONLY, AS PERMITTED BY FLORIDA EXISTING BUILDING CODE.

SEISMIC LOAD DATA :
SEISMIC IMPORTANCE FACTOR, I_e 1.00
MAPPED SPECTRAL RESPONSE ACCELERATION, S_s 0.080
MAPPED SPECTRAL RESPONSE ACCELERATION, S₁ 0.055
SITE CLASS D
SPECTRAL RESPONSE COEFFICIENT, SDS 0.085
SPECTRAL RESPONSE COEFFICIENT, SD1 0.088
SEISMIC DESIGN CATEGORY B
BASIC STRUCTURAL SYSTEM BEARING WALL SYSTEM

LATERAL DESIGN CONTROL WIND

A FULL LATERAL ANALYSIS HAS NOT BEEN PERFORMED, AND IS NOT REQUIRED PER THE FLORIDA BUILDING CODE, SINCE THIS BUILDING IS EXISTING. NO ADDITIONAL LOAD IS BEING APPLIED TO THE EXISTING STRUCTURE.

BUILDING CODE REQUIREMENTS FOR EXISTING BUILDINGS

THE FLORIDA BUILDING CODE CLARIFIES ALL REQUIREMENTS FOR "EXISTING BUILDINGS AND STRUCTURES." THESE REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, ADDITIONS, ALTERATIONS, AND REPAIRS OF EXISTING STRUCTURES.

THESE CODE PROVISIONS HAVE BEEN INTERPRETED AS FOLLOWS:

- THE EXISTING BUILDING IS EXEMPT FROM A WIND OR SEISMIC ANALYSIS BECAUSE THE MAIN WIND (AND SEISMIC) FORCE RESISTING SYSTEM WILL NOT BE ALTERED DURING THIS RENOVATION. WIND CONTROLS, AND SOME COMPONENT AND CLADDING LOADS HAVE BEEN APPLIED TO THE STRUCTURAL ARCH MODEL FOR ANALYSIS PURPOSES ONLY.
- ALL EXISTING GRAVITY ELEMENTS THAT ARE AFFECTED BY THE REPAIR MUST BE REVIEWED FOR CONFORMANCE WITH THE ORIGINAL BUILDING CODE AND FLORIDA BUILDING CODE, EXISTING BUILDINGS SECTION.
- ALL DEFECTIVE STRUCTURAL ELEMENTS MUST BE REPAIRED.

THE SCOPE OF STRUCTURAL DESIGN IS ONLY AS NOTED IN THE DRAWINGS. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY THE STRUCTURAL ENGINEER OF RECORD IF ANY ADDITIONAL DEFECTIVE ARE FOUND, THAT ARE NOT SPECIFICALLY NOTED ON THE DRAWINGS.

THERE IS NO CLAIM, EITHER STATE OR IMPLIED, THAT THE EXISTING BUILDING IS BEING BROUGHT UP TO CURRENT FBC CODE, AS THE WIND LOADS AND REQUIREMENTS SET ARE MUCH HIGHER THAN THEY WERE WHEN THIS BUILDING WAS ORIGINALLY DESIGNED AND CONSTRUCTED.

ASSUMPTIONS

FOR PURPOSES OF THESE NOTES, ASSUMPTION SHALL BE DEFINED AS "TO BELIEVE, THINK, OR SUPPOSE A CONDITION TO BE TRUE." AN ASSUMPTION CAN NOT BE CONFIRMED BY THE STRUCTURAL ENGINEER BECAUSE IT IS BEYOND HIS SCOPE OF SERVICES AND/OR EXPERTISE. IF THE CLIENT REQUIRES CONFIRMATION OF AN ASSUMPTION, THEN ANOTHER EXPERT SHALL DO THE NECESSARY CALCULATIONS AND TESTING.

THE FOLLOWING ASSUMPTIONS HAVE BEEN MADE REGARDING THE STRENGTHS OF THE VARIOUS EXISTING STRUCTURAL COMPONENTS:

A. ALLOWABLE SOIL BEARING PRESSURE 1,500 PSF
B. EXISTING CONCRETE, F'_c 3,000 PSI
C. EXISTING REBAR, F_y 40,000 PSI
D. STRUCTURAL STEEL, F_y 33,000 PSI

3

STRUCTURAL GLUED LAMINATED WOOD (NEW WOOD USED)

MATERIALS, MANUFACTURE AND QUALITY CONTROL SHALL BE IN CONFORMANCE WITH AMERICAN NATIONAL STANDARD ANSI/AITC A190.1-2002, "STRUCTURAL GLUED LAMINATED TIMBER".

LAMINATING COMBINATIONS SHALL MEET THE REQUIREMENTS OF ANSI/AITC A190.1-1992, AND SHALL PROVIDE ALLOWABLE DESIGN VALUES OF 2400 PSI IN BENDING, 1700 PSI IN COMPRESSION PARALLEL TO GRAIN, 1150 PSI IN TENSION PARALLEL TO GRAIN, 740 PSI IN COMPRESSION PERPENDICULAR TO GRAIN, 200 PSI IN HORIZONTAL SHEAR, AND 1700000 PSI IN MODULUS OF ELASTICITY FOR DRY CONDITIONS OF SERVICE.

ADHESIVES SHALL MEET THE REQUIREMENTS FOR WET CONDITION OF SERVICE.

MEMBERS SHALL BE MARKED WITH QUALITY MARK, AND, IN ADDITION, A CERTIFICATE OF CONFORMANCE SHALL BE PROVIDED TO INDICATE CONFORMANCE WITH ANSI/AITC A190.1-2002.

CAREFULLY UNLOAD AND HANDLE THE LAMINATED MEMBERS AT JOBSITE TO PREVENT SURFACE MARRING AND DAMAGE. IF LAMINATED WOOD IS TO BE STORED BEFORE ERECTION, PLACE IT ON BLOCKS WELL OFF THE GROUND WITH INDIVIDUAL MEMBERS SEPARATED BY STRIPS SO THAT AIR MAY CIRCULATE. COVER THE TOP AND SIDES OF STORAGE PILES WITH MOISTURE-RESISTANT COVERING. (DO NOT USE CLEAR POLYETHYLENE FILMS). WHEN HOISTING MEMBERS INTO PLACE USE PADDED OR NON-MARRING SLINGS, AND PROTECT CORNERS WITH WOOD BLOCKING. ADEQUATELY BRACE MEMBERS AS THEY ARE ERECTED TO HOLD THEM IN A SAFE POSITION UNTIL FULL STABILITY IS PROVIDED.

SOLID WOOD FRAMING, HEADERS AND PLYWOOD

ALL SOLID WOOD FRAMING SHALL COMPLY WITH THE NATIONAL FOREST PRODUCTS ASSOCIATION "NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION."

ALL NEW SOLID FRAMING SHALL BE SPRUCE-PINE-FIR #1 UNLESS NOTED OTHERWISE ON THE PLANS.

IF REQUIRED, NEW PLYWOOD SHALL CONFORM TO THE AMERICAN PLYWOOD ASSOCIATION "PLYWOOD DESIGN SPECIFICATION." PLYWOOD SHALL BE CDX (UNO). PLYWOOD CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APA "DESIGN/CONSTRUCTION GUIDE - RESIDENTIAL AND COMMERCIAL".

ALL MEMBERS SHALL BE FRAMED, ANCHORED, TIED AND BRACED IN ACCORDANCE WITH GOOD CONSTRUCTION PRACTICE AND THE FLORIDA BUILDING CODE.

ANY NEW WOOD OR TIMBER THAT IS CONTACT WITH CONCRETE, MASONRY, OR EXPOSED TO THE ELEMENTS SHALL BE PRESERVATIVE TREATED, TYPICAL.

NAIL SIZES SPECIFIED ON PLANS AND DETAILS ARE "STANDARD COMMON NAILS" OR "RING SHANK NAILS" AS NOTED IN PLANS AND DETAILS.

"GLULAM" STANDS FOR GLUED LAMINATED TIMBER, WHICH IS STRUCTURAL ENGINEERED WOOD PRODUCTS MADE BY BONDING LAYERS TOGETHER, BUILT UP OF PLANED DOWN DIMENSIONAL LUMBER (OR LAMINATES) WITH DURABLE ADHESIVES.

"DUTCHMAN" REFERS TO A METHOD USED TO REPAIR DEFECTS AND DAMAGE OF GLUED LAMINATED TIMBER. THIS INVOLVES CUTTING OR CLEANING OUT THE DAMAGED / DETERIORATED PORTION OF THE BEAM OR ARCH, AND REPLACING IT WITH A NEW PIECE OF WOOD THAT IS TYPICALLY SIMILAR IN STRENGTH TO THE ORIGINAL ARCH WOOD GRADE. THE NEW PIECE IS CAREFULLY FITTED AND GLUED INTO PLACE, ENSURING THAT IT SEAMLESSLY INTEGRATES WITH THE EXISTING STRUCTURE.



AERIAL ISOMETRIC VIEW

(NOT TO SCALE)

DOUBLE TONGUE AND GROOVE SOLID WOOD ROOF DECK (EXISTING)

THICKNESS: 4" NOMINAL, 3 1/2" ACTUAL
SPECIES: SOUTHERN PINE
LAYOUT: RANDOM LENGTH CONTINUOUS

EXISTING ROOF DECK HAS BEEN CONFIRMED TO THE EXTENT POSSIBLE. THE REPAIR SUBCONTRACTOR SHALL CONFIRM ON SITE THAT DECK THICKNESS IS CONSISTENT. ALL NEW REPAIR OR INFILL ROOF DECKING IS TO BE INSTALLED WITH TONGUES UP ON SLOPED OR PITCHED ROOFS TO MATCH THE ORIGINAL CONSTRUCTION, AND OUTWARD IN THE DIRECTION OF LAYING ON FLAT ROOFS. IT IS TO BE LAID WITH THE PATTERN FACES DOWN AND EXPOSED ON THE UNDERSIDE. EACH PIECE SHOULD BE SCREWED TO THE EXISTING GLULAM ARCHES AS NOTED WITH ONE 0.25" DIA. X 7" LONG "SDWS" OR "TIMBERLOK" SCREW, AND TOE-NAILED WITH ONE 6" RING SHANK NAIL. COURSES ARE TO BE SPIKED TO EACH OTHER WITH 8" SPIKES, AT INTERVALS NOT TO EXCEED 30", THROUGH PRE-DRILLED EDGE HOLES AND WITH ONE SPIKE AT A DISTANCE NOT EXCEEDING 10" FROM EACH END OF EACH PIECE.

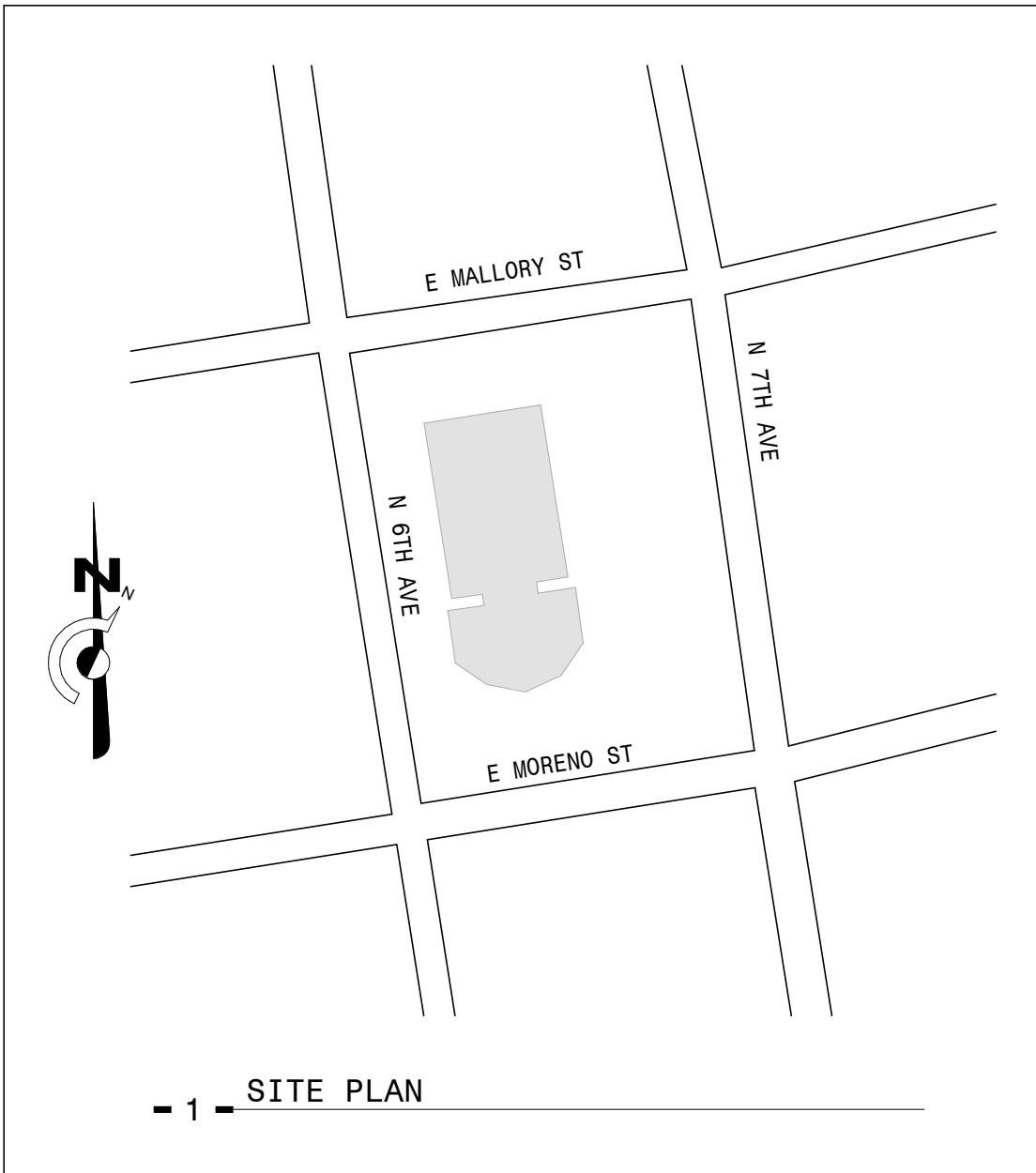
NOTES TO GENERAL CONTRACTOR:

THESE DRAWINGS ARE PROVIDED TO GUIDE THE GENERAL CONTRACTORS AND SPECIALTY SUBCONTRACTORS IN FORMULATING THEIR BIDS. THE DESIGN TEAM INVITES ONLY QUALIFIED GENERAL CONTRACTORS TO BID ON THIS PROJECT. ONLY CONTRACTORS WHO MEET THE SPECIFIED QUALIFICATIONS AND CRITERIA OUTLINED IN THE BID DOCUMENTS ARE ELIGIBLE TO PARTICIPATE IN THE BIDDING PROCESS.

THE GENERAL CONTRACTOR SHALL SHOW AT LEAST 10 YEARS OF EXPERIENCE WITH HEAVY TIMBER CONSTRUCTION AND GLULAM (GLUED LAMINATED) REPAIR.

IN ADDITION TO EACH BID, PLEASE INCLUDE A LIST OF SUCCESSFUL PROJECTS SIMILAR IN SCOPE AND COMPLEXITY TO E.S. COBB. THIS LIST SHOULD HIGHLIGHT THE GENERAL CONTRACTORS EXPERIENCE, EXPERTISE, AND CAPABILITY TO SUCCESSFULLY EXECUTE PROJECTS OF THIS NATURE.

THESE DRAWINGS ARE PROVIDED AS A GUIDE, BASED ON LIMITED FIELD OBSERVATION AND CORE TESTING. THE QUANTITIES AND INFORMATION SHOWN IN THIS SET IS TO THE BEST OF OUR KNOWLEDGE FROM ON SITE REVIEW.



STRUCTURAL SHEET LIST		
Sheet Number	Sheet Name	Sheet Issue Date
S-001	GENERAL STRUCTURAL NOTES	5/30/2025
S-002	LEGEND AND ABBREV.	5/30/2025
S-101	FRAMING PLAN	5/30/2025
S-201	ARCH 1 ELEVATIONS	5/30/2025
S-202	ARCH 2 ELEVATIONS	5/30/2025
S-203	ARCH 3 ELEVATIONS	5/30/2025
S-204	ARCH 4 ELEVATIONS	5/30/2025
S-205	ARCH 5 ELEVATIONS	5/30/2025
S-206	ARCH 6 ELEVATIONS	5/30/2025
S-207	ARCH 7 ELEVATIONS	5/30/2025
S-208	ARCH 8 ELEVATIONS	5/30/2025

ISSUE DATE: 5/30/2025

REVISIONS

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STOA
Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant



Seal 5-30-2025

FLORIDA COA#27822
LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503

GENERAL STRUCTURAL NOTES

DRAWN BY: MES
DESIGNED BY: MES
CHECKED BY: MES
PROJECT NO: LA,14227

SHEET NUMBER

S-001

of 11 sheets

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STRUCTURAL ABBREVIATIONS

@	AT	LSH	LONG SIDE HORIZONTAL
AB	ANCHOR BOLT	LSV	LONG SIDE VERTICAL
ACI	AMERICAN CONCRETE INSTITUTE	LW	LIGHT WEIGHT
ADDL	ADDITIONAL	LWIC	LIGHT WEIGHT INSULATING CONCRETE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	MAS	MASONRY
ALT	ALTERNATE	MATL	MATERIAL
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MAX	MAXIMUM
AR	ANCHOR ROD	MECH	MECHANICAL
ARCH	ARCHITECTURAL	MEZZ	MEZZANINE
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	MFR	MANUFACTURER
B/	BOTTOM OF	MIN	MINIMUM
BAL	BALANCE	MISC	MISCELLANEOUS
BD	BOARD	MK	MARK
BLK	BLOCK OR BLOCKING	MO	MASONRY OPENING
BLDG	BUILDING	MPH	MILE PER HOUR
BM	BEAM	MTL	METAL
BOT	BOTTOM	NF	NEAR FACE
B PL	BASE PLATE	NIC	NOT IN CONTRACT
BRDG	BRIDGING	NO	NUMBER
BRG	BEARING	NS	NON SHRINK OR NEAR SIDE
BRK	BRICK	NTS	NOT TO SCALE
BTWN	BETWEEN	NW	NORMAL WEIGHT
BYND	BEYOND	OC	ON CENTER
CFMF	COLD FORMED METAL FRAMING	OD	OUTSIDE DIAMETER
CG	CENTER OF GRAVITY	OF	OPPOSITE FACE
CIP	CAST IN PLACE	OPH	OPPOSITE HAND
CJ	CONTRACTION OR CONSTRUCTION JOINT	OPNG	OPENING
CJP	COMPLETE JOINT PENETRATION	OPP	OPPOSITE
CL	CENTERLINE	OSHA	OCCUPATIONAL SAFETY AND HEALTH ASSOCIATION
CLR	CLEAR	PC	PIECE OR PORTLAND CEMENT
CMU	CONCRETE MASONRY UNIT	PCA	PORTLAND CEMENT ASSOCIATION
COL	COLUMN	PCI	PRECAST/PRESTRESSED CONCRETE INSTITUTE
COMP	COMPOSITE	PCC	PRECAST CONCRETE
CONC	CONCRETE	PDF	POWDER DRIVEN FASTENER
CONN	CONNECTION	PL	PLATE
CONSTR	CONSTRUCTION	PLF	POUNDS PER LINEAR FOOT
CONT	CONTINUOUS	PLYWD	PLYWOOD
CTR	CENTER	PRCST	PRECAST
DBA	DEFORMED BAR ANCHOR	PROJ	PROJECTION
DET	DETAIL	PSF	POUNDS PER SQUARE FOOT
DIA	DIAMETER	PSI	POUNDS PER SQUARE INCH
DIM	DIMENSION	PT	POINT
DIR	DIRECTION	PX	PIER DESIGNATION
DK	DECK	QTY	QUANTITY
DL	DEAD LOAD	R	RADIUS
DN	DOWN	RD	ROOF DRAIN
DO	DITTO	REF	REFERENCE
DP	DEEP	REINF	REINFORCED OR REINFORCING
DS	DECK SPAN	REM	REMAINDER
DWG	DRAWING	REQD	REQUIRED
EA	EACH	RET	RETURN
EE	EACH END	REV	REVISION
EF	EACH FACE	RO	ROUGH OPENING
EJ	EXPANSION JOINT	SCHED	SCHEDULE
EL	ELEVATION	SECT	SECTION
EQ	EQUAL	SIM	SIMILAR
EMBED	EMBEDDED	SHT	SHEET
EW	EACH WAY	SJ	SLIP JOINT
EXIST	EXISTING	SJI	STEEL JOIST INSTITUTE
EXP	EXPANSION	SLBB	SHORT LEG BACK TO BACK
EXT	EXTERIOR	SOG	SLAB ON GRADE
FC	FACE	SPA	SPACES OR SPACING
FD	FLOOR DRAIN	SPEC	SPECIFICATION
FDTN	FOUNDATION	SST	STAINLESS STEEL
FF	FAR FACE	SSH	SHORT SLOTTED HOLE
FIN	FINISHED	STD	STANDARD
FLR	FLOOR CONSTRUCTION	STIFF	STIFFENER
FRP	FIBRE-REINFORCED POLYMER	STIR	STIRRUP
FS	FAR SIDE	STL	STEEL
FTG	FOOTING	STRUCT	STRUCTURAL
FX	FOOTING DESIGNATION	SYM	SYMMETRICAL
GA	GAGE	T/	TOP OF
GALV	GALVANIZED	T&B	TOP AND BOTTOM
GC	GENERAL CONTRACTOR	T&G	TONGUE AND GROOVE
GL	GRID LINE	THK	THICK
HEF	HORIZONTAL EACH FACE	TOB	TOP OF BEAM
HK	HOOK HORIZ HORIZONTAL	TOC	TOP OF CONCRETE
H PT	HIGH POINT	TOF	TOP OF FOOTING
HS	HIGH STRENGTH	TOJ	TOP OF JOIST
HSS	HOLLOW STRUCTURAL SHAPE	TOS	TOP OF STEEL
HWS	HEAD WELDED STUD	TOW	TOP OF WALL
ID	INSIDE DIAMETER	TYP	TYPICAL
IF	INSIDE FACE	UN	UNLESS NOTED
INFO	INFORMATION	UN	UNLESS NOTED OTHERWISE
INTER	INTERMEDIATE	VAR	VARIES
INT	INTERIOR	VEF	VERTICAL EACH FACE
JST	JOIST	VERT	VERTICAL
JT	JOINT	VIF	VERIFY IN FIELD
K	KIP=1000 LB	W/	WITH
L	ANGLE	W/O	WITHOUT
LB	POUND	WAF	WELDED ANGLE FRAME
LG	LONG	WCF	WELDED CHANNEL FRAME
LL	LIVE LOAD	WF	WIDE FLANGE
LLB	LONG LEG BACK TO BACK	WLD	WELDED
LLH	LONG LEG HORIZONTAL	WP	WORK POINT
LLV	LONG LEG VERTICAL	WWF	WELDED WIRE FABRIC
L PT	LOW POINT		

STRUCTURAL PLAN LEGEND

	PIT		NEW COLUMN GRID DESIGNATION
	SLAB/ROOF DECK OPENING		EXISTING COLUMN GRID DESIGNATION
	BEAM TO COLUMN WEB CONNECTION		PLAN OR DETAIL REFERENCE DRAWING / SHEET LOCATION
	BEAM TO COLUMN FLANGE CONNECTION		BUILDING SECTION DRAWING / SHEET LOCATION
	COLUMN BELOW BEAM OR COLUMN TRANSFER		SECTION DRAWING / SHEET LOCATION
	MOMENT CONNECTION AT COLUMN		BRACED FRAME OR SHEAR WALL ELEVATION DRAWING/SHEET LOCATION
	MOMENT CONNECTION AT BEAM		NEW SPOT ELEVATION
	EMBEDDED PLATE CONNECTION		REVISION NUMBER REFERENCE
	BOLT ANCHORED LOOSE PLATE CONNECTION		CONSTRUCTION BULLETIN REFERENCE
	FOOTING STEP		GENERAL SHEET NOTE REFERENCE
	CHANGE IN SLAB THICKNESS		CHANGE IN ELEVATION

STRUCTURAL MATERIAL LEGEND

	UNDISTURBED EARTH		ENGINEERED FILL
	GROUT		ROCK
	SAND		CONCRETE
	CONCRETE MASONRY UNIT		BRICK
	STEEL		PLYWOOD
	STONE		



SITE PICTURE 001

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STOA
Architects

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PENSACOLA, FL 32502
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LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
LEGEND AND ABBREV.

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DESIGNED BY: MES
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PROJECT NO: LA,14227

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A

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C

D

GENERAL BUILDING PLAN NOTES

G1

EXISTING FENCE CONFLICTS WITH ARCH REPAIR. GENERAL CONTRACTOR SHALL REMOVE FENCE TEMPORARILY SO GLULAM REPAIR SUBCONTRACTORS CAN ACCESS BOTH SIDES OF ARCHES. FENCE POSTS SHALL REMAIN IN PLACE, ONLY FENCE ROLLED BACK. CONTRACTOR SHALL RE-INSTALL AFTER ALL NECESSARY STRUCTURAL REPAIRS ARE COMPLETED.

G2

AFTER TEMPORARY SHORING INSTALLED, WHERE 'G2' NOTED, CLEAN OFF PAINT AND LOOSE DEBRIS. PREP EXTERIOR OF GLULAM ARCH FOR REPAIR. SKIM COAT EXTERIOR OF ARCH WITH WATERPROOF GROUT AS REQUIRED. PORT AND INJECT FROM THE LOW END WITH FLOWABLE STRUCTURAL WOOD EPOXY. THE BASIS FOR DESIGN SIKADUR 31 AND 35, OR APPROVED EQUAL. IF LAMINATIONS ARE MISSING OR DETERIORATED, AS NOTED IN THESE DETAILS, INFILL WITH SIMILAR SOUTHERN-PINE #1 GRADE WOOD, OR 2X8 LAMINATIONS. ALL REPAIRS SHALL BE DONE IN A CONTINUOUS OPERATION. ALL PORTS SHALL BE CUT OFF AND SANDED.

G3

EXTERIOR FLAT ROOF CANOPY AND SUPPORTING STRUCTURE NOT IN L&A GLULAM REPAIR SCOPE.

G4

EXISTING STEEL BASE SHOE TO REMAIN, BUT PREP AND RE-PAINT. BASE SHOE IS SET INTO EXISTING GLULAM ARCH. BASE SHOE IS ASSUMED TO BE 3/8" THICK 36 KSI GRADE STEEL, WITH ROUGH DIMENSIONS OF 8" WIDE X 25.5" DEEP, WITH BOLTS AT 7" O.C. (+/-) INSTALL (2) 1/4" DIA. WEEP HOLE AT INSIDE FACE OF STEEL BASE SHOE, 1" ABOVE GRADE, TO ALLOW FOR ANY EXCESS MOISTURE IN BASE OF GLULAM ARCH TO DRAIN.

G5

TEMPORARY SCREW JACK POSTS BELOW ARCH TO CONCRETE SLAB BELOW. INSTALL PRIOR TO ANY WORK, BY GENERAL CONTRACTOR.

G6

ORIGINAL ARCHES APPEARED TO HAVE SIDE PLYWOOD WRAPS ON SIDE OF GLULAM ARCHES. AFTER ALL GLULAM REPAIR AND EPOXY IS INSTALLED AND CURED, GENERAL CONTRACTOR SHALL REFERENCE FINAL SEALED ARCHITECTURAL DRAWINGS FOR HIGH-PERFORMANCE COATING AND FACTORY-FABRICATED COPING SYSTEM, TO PROTECT ARCHES FROM FUTURE DETERIORATION.

G7

INSTALL NEW FACTORY-FABRICATED PREFINISHED METAL COPING SYSTEM, IN ACCORDANCE WITH ARCHITECTURAL SPECIFICATIONS, WHERE ARCHES ARE EXTERIOR AND EXPOSED TO THE ELEMENTS, IN ADDITION TO NEW GUTTERS AND DOWNSPOUTS, SEE SHEET A-141 AND ARCHITECTURAL DRAWINGS.

5 ECHO CONN'X AT SIM
GRIDS AS REQUIRED

ATTACH WITH NEW
S.S.T. X 8" LONG
"SDWS" WOOD SCREWS

MIN. 2", CENTER
SLIGHT ANGLE (<5 DEGREES)

NEW 3 1/2" THICK T&G
ROOF DECK (THICKNESS
MUST MATCH)

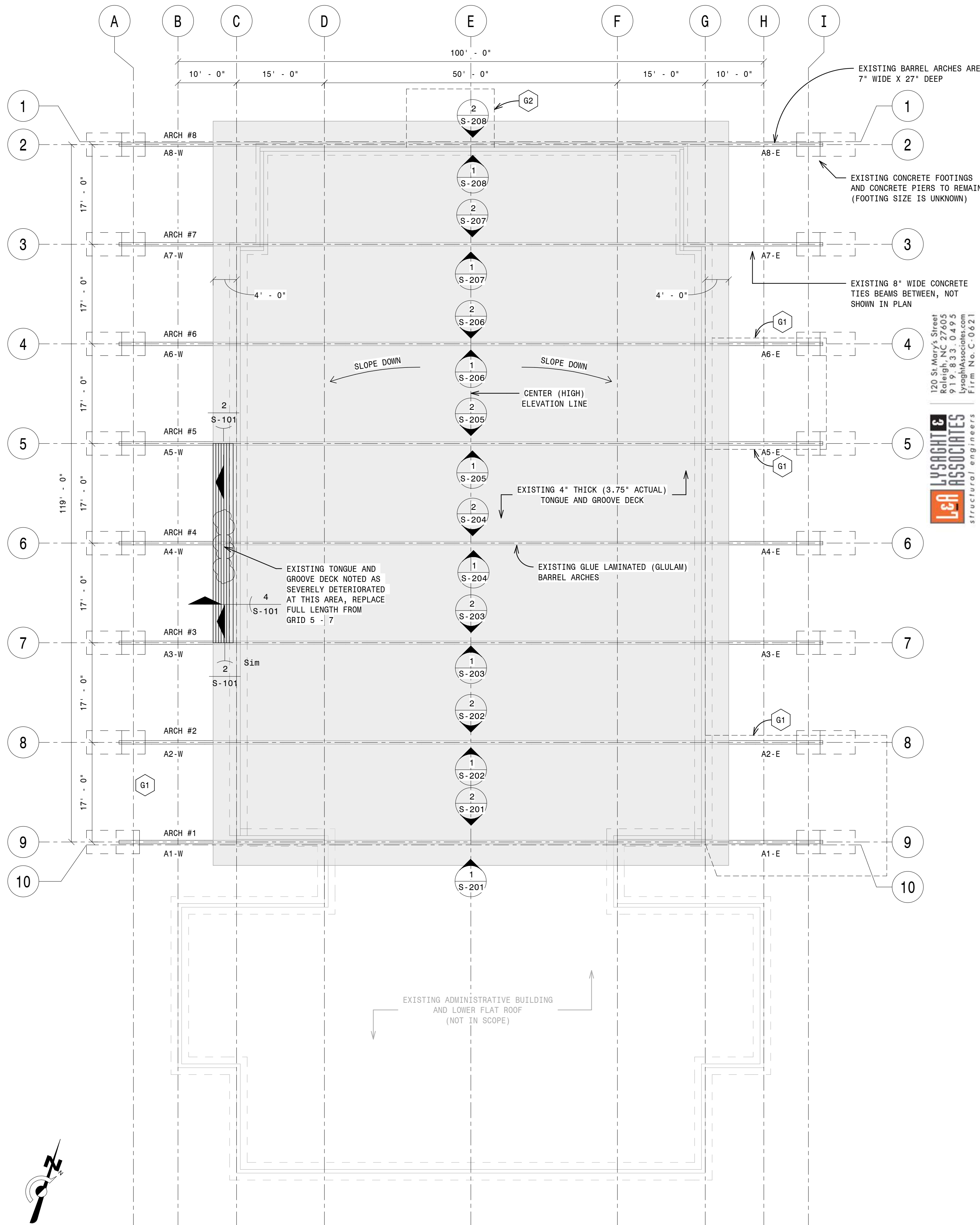
- 2 - SECTION THRU ARCH AT NEW T&G DECK
1/2" = 1'-0"

REMOVE ROOFING. JDA TO INSPECT
EXISTING DECK TO ARCH CONN'X

- 4 - SECTION THRU ARCH AT NEW T&G DECK (CONN'X)
3/8" = 1'-0"

- 1 - FRAMING PLAN
3/32" = 1'-0"

REPAIR SCHEDULE FOR BIDDING			
LOCATION	ARCH REPAIR REQUIREMENTS	ADDITIONAL NOTES	BASE BID ALLOWANCE
ARCH #1 - EAST ARCH #1 - WEST	a. ROLL BACK FENCE AND DEBRIS. b. SEVERE DECAY AS NOTED IN ARCH SECTIONS, EPOXY INJECTION AND NEW LAM'S REQUIRED. c. TEMPORARILY SUPPORT DESIGNED BY CONTACTOR, EACH SIDE, AND ONE AT CENTER (INTERIOR). PROTECT GYM FLOOR AS REQUIRED. d. CLEAN OFF EXISTING EXTERIOR PAINT AND ANY SECONDARY TRIM, ROUGH SAND AT EXTERIOR / EXPOSED TO WEATHER FACE (NOT AT INTERIOR) e. REMOVE LOOSE TIMBER LAMS AND DEBRIS. f. REPLACE TOP LAMINATIONS IF REQUIRED. g. NEW LAMS TO BE 1 3/8" - 1 1/2" THICK WITH EPOXY. h. SCREW ANY NEW LAMINATIONS DOWN WITH 6" LONG "SDWS" 0.25" EXTERIOR GRADE WOOD SCREWS AT 24" O.C. UP LENGTH 8'-0", CENTERED IN CROSS SECTION. i. SKIM COAT WITH SIKADUR GROUT EPOXY, EITHER SIKADUR 31 PASTE (OR SIM) j. PRESSURE-INJECT BASE SHOES WITH SIKADUR 35 INJECTION HI-MOD LV LOW VISCOSITY (OR SIMILAR). k. PORT AT LOW END AND INJECT SIM. SIKADUR 35 STRUCTURAL EPOXY l. PORTS ENSURE EPOXY IS FLOWING UP THE CROSS SECTION AND FILLING IN HOLES, CRACKS, AND LAMINATIONS. m. EPOXY TO CURE, REMOVE PORTS, ROUGH SAND.	ROUGH SAND AND CLEAN EPOXY SKIM COAT. APPLY HIGH PERFORMANCE COATING ON TOP, BOTTOM, AND BOTH SIDES OF EXPOSED PORTION OF ARCHES, PER FINAL PROJECT BID SPECIFICATIONS [NON-STRUCTURAL] APPLY METAL COPING SYSTEM ON TOP OF GLULAM ARCHES AS REQUIRED	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS
ARCH #2 - EAST ARCH #2 - WEST	FOLLOW SAME STEPS a. - m. ABOVE + DUTCHMAN REQUIRED ON SOUTH SIDE	FOLLOW SAME STEPS NOTED FOR ARCH #1	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS +(4) 10 LF FINGER LAMS (40' TOTAL)
ARCH #3 - EAST ARCH #3 - WEST	FOLLOW SAME STEPS b. - m. ABOVE	FOLLOW SAME STEPS NOTED FOR ARCH #1	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS +(4) 10 LF FINGER LAMS (40' TOTAL)
ARCH #4 - EAST ARCH #4 - WEST	FOLLOW SAME STEPS b. - m. ABOVE	FOLLOW SAME STEPS NOTED FOR ARCH #1	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS +(4) 10 LF FINGER LAMS (40' TOTAL)
ARCH #5 - EAST ARCH #5 - WEST	FOLLOW SAME STEPS a. - m. ABOVE	FOLLOW SAME STEPS NOTED FOR ARCH #1	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS +(4) 10 LF FINGER LAMS (40' TOTAL)
ARCH #6 - EAST ARCH #6 - WEST	FOLLOW SAME STEPS a. - m. ABOVE	FOLLOW SAME STEPS NOTED FOR ARCH #1	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS +(4) 10 LF FINGER LAMS (40' TOTAL)
ARCH #7 - EAST ARCH #7 - WEST	FOLLOW SAME STEPS b. - m. ABOVE	FOLLOW SAME STEPS NOTED FOR ARCH #1	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS +(4) 10 LF FINGER LAMS (40' TOTAL)
ARCH #8 - EAST ARCH #8 - WEST	FOLLOW SAME STEPS b. - m. ABOVE	FOLLOW SAME STEPS NOTED FOR ARCH #1	(1) GALLON - SIKADUR 35 M-MOD (LV) (6) SHEETS OF 1/2" TH. MARINE GRADE PLYWOOD (4) LBS OF 8d HDG RING SHANK NAILS (45/BOX) (12) S.S.T. "SDWS" 0.25" DIA. WOOD SCREWS +(4) 10 LF FINGER LAMS (40' TOTAL)



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STOA
Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant



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FLORIDA COA#27822
LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
FRAMING PLAN

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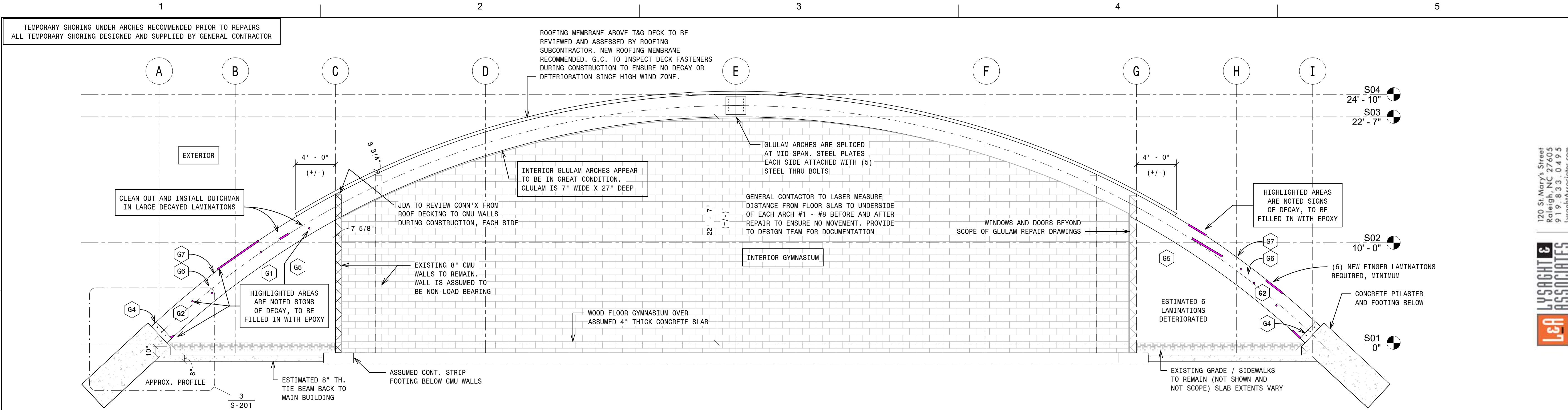
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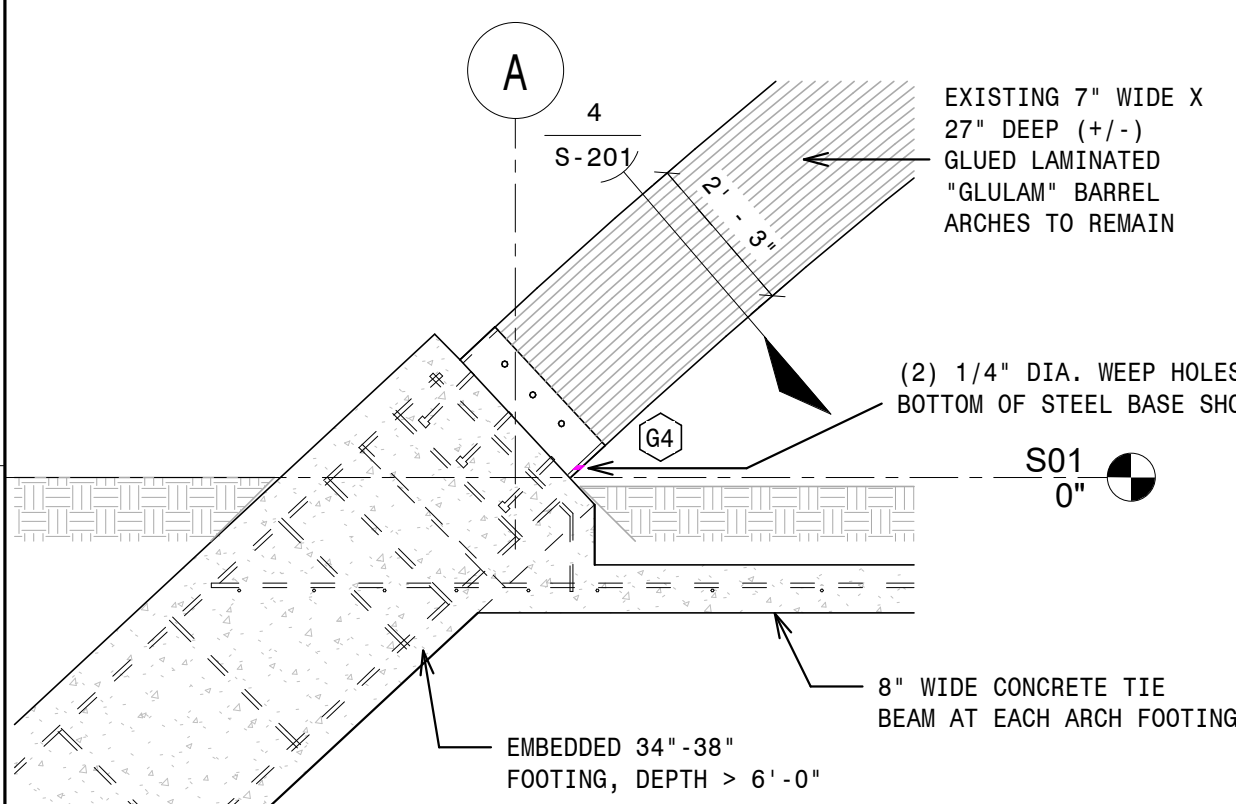
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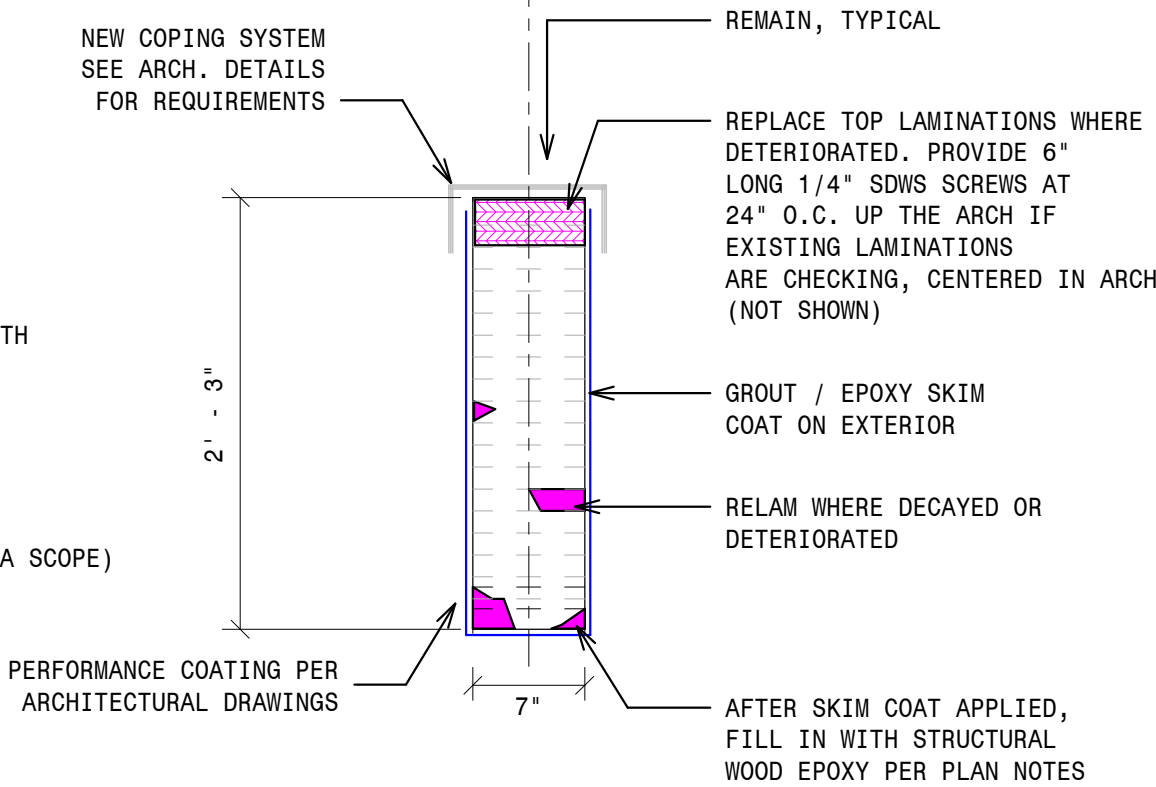
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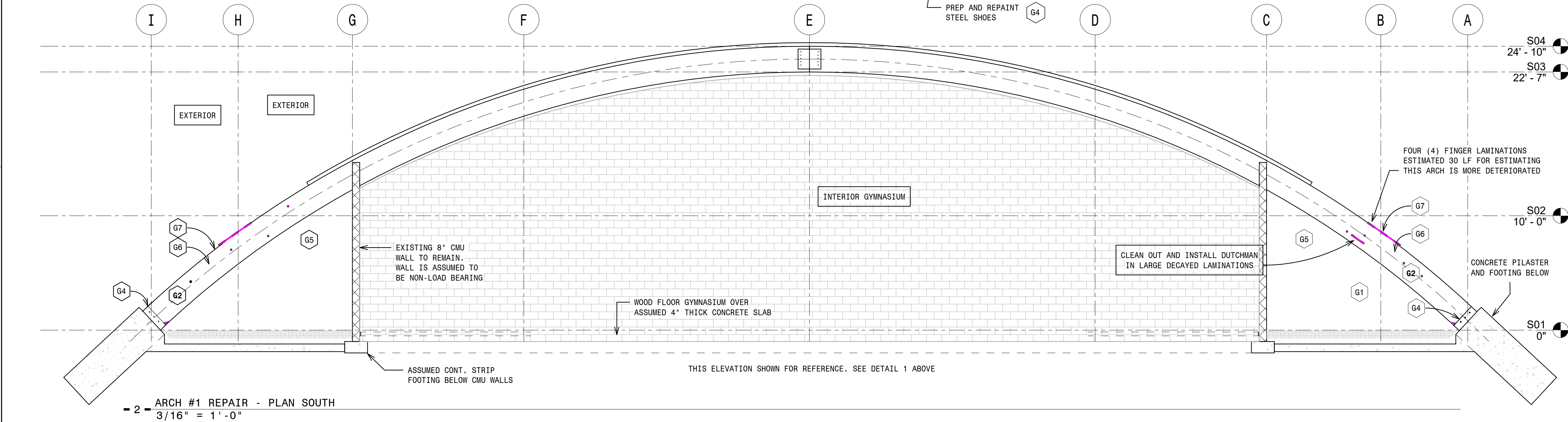
- 1 - ARCH #1 REPAIR - PLAN NORTH
3/16" = 1' - 0"



- 3 - SECTION AT ARCH BASE CONCRETE PILASTER
3/8" = 1' - 0"



- 4 - SECTION THRU BARREL ARCH
1" = 1' - 0"



SHEET NOTES

GX = SEE S-101 FOR GENERAL BUILDING PLAN NOTES

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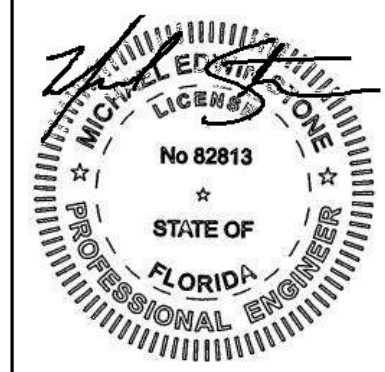
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121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

Consultant



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LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
ARCH 1 ELEVATIONS

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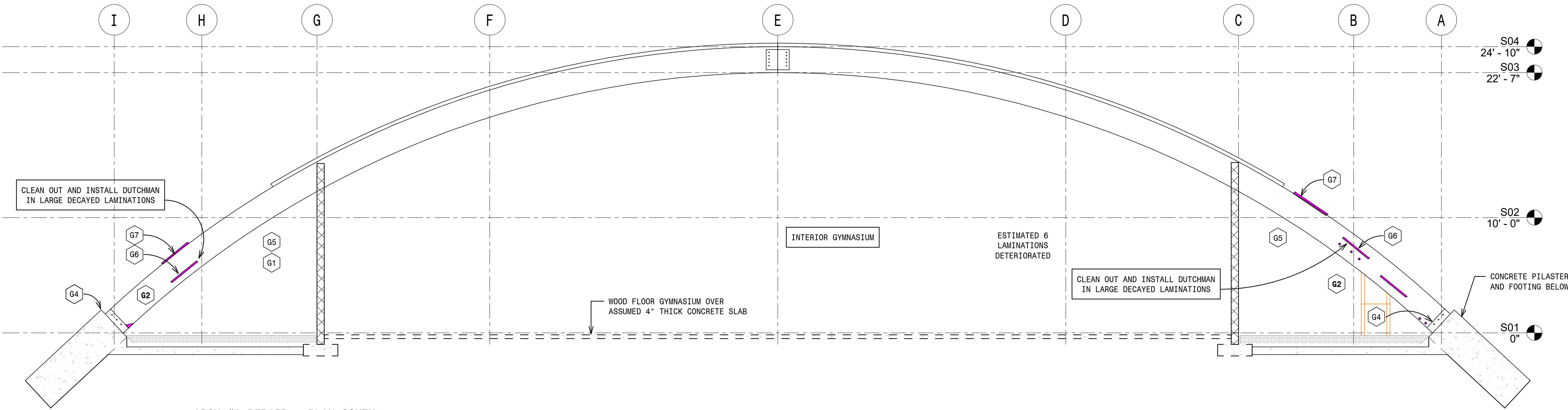
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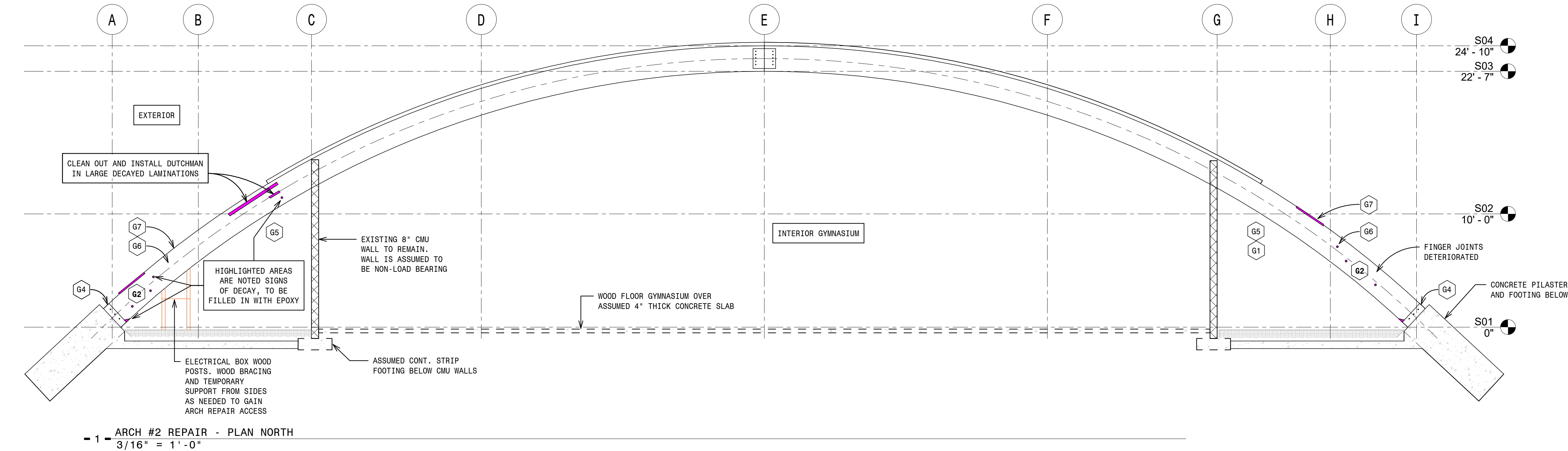
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SHEET NOTES
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- 2 - ARCH #2 REPAIR - PLAN SOUTH
3/16" = 1' - 0"



- 1 - ARCH #2 REPAIR - PLAN NORTH
3/16" = 1' - 0"

TEMPORARY SHORING UNDER ARCHES RECOMMENDED PRIOR TO REPAIRS
ALL TEMPORARY SHORING DESIGNED AND SUPPLIED BY GENERAL CONTRACTOR

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STOA
Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

120 St. Mary's Street
Pensacola, FL 32502
919.833.0993
lyaghlassociates.com
Firm No. C-0621

LYSAGHTE & ASSOCIATES
structural engineers

Seal 5-30-2025

Consultant

FLORIDA COA#27822
LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503

ARCH 2 ELEVATIONS

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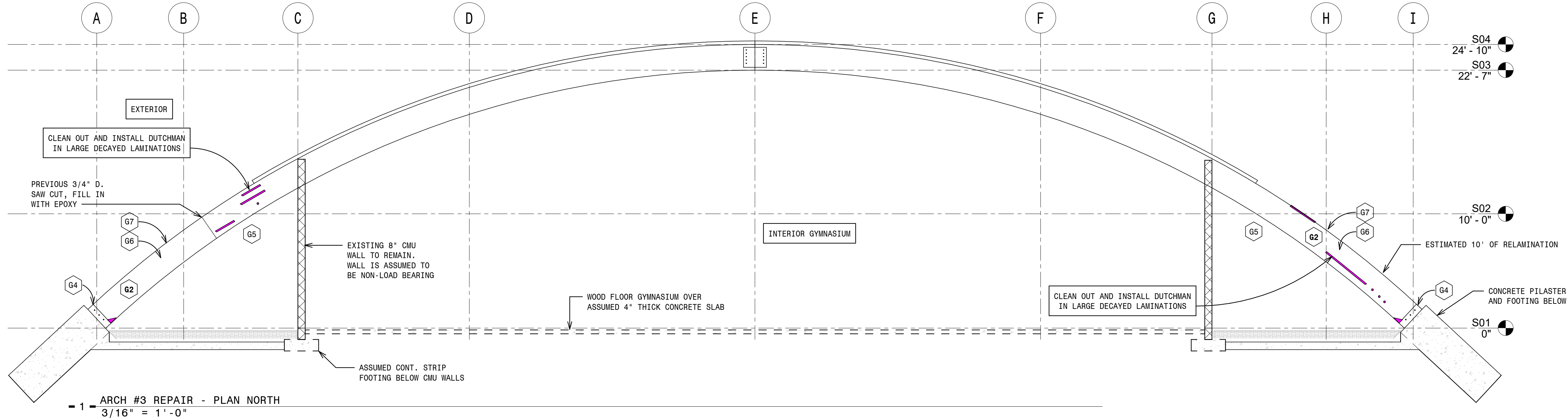
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3

4

5

TEMPORARY SHORING UNDER ARCHES RECOMMENDED PRIOR TO REPAIRS
ALL TEMPORARY SHORING DESIGNED AND SUPPLIED BY GENERAL CONTRACTOR



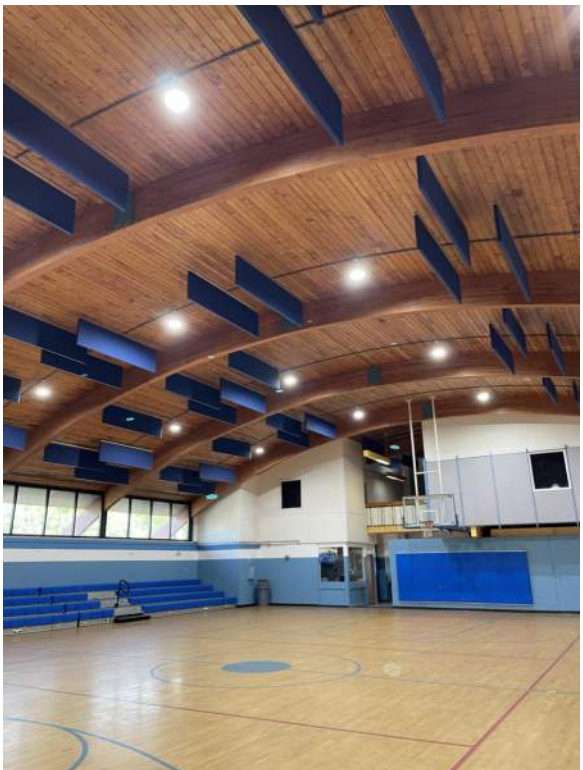
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PIC 12



PIC 13



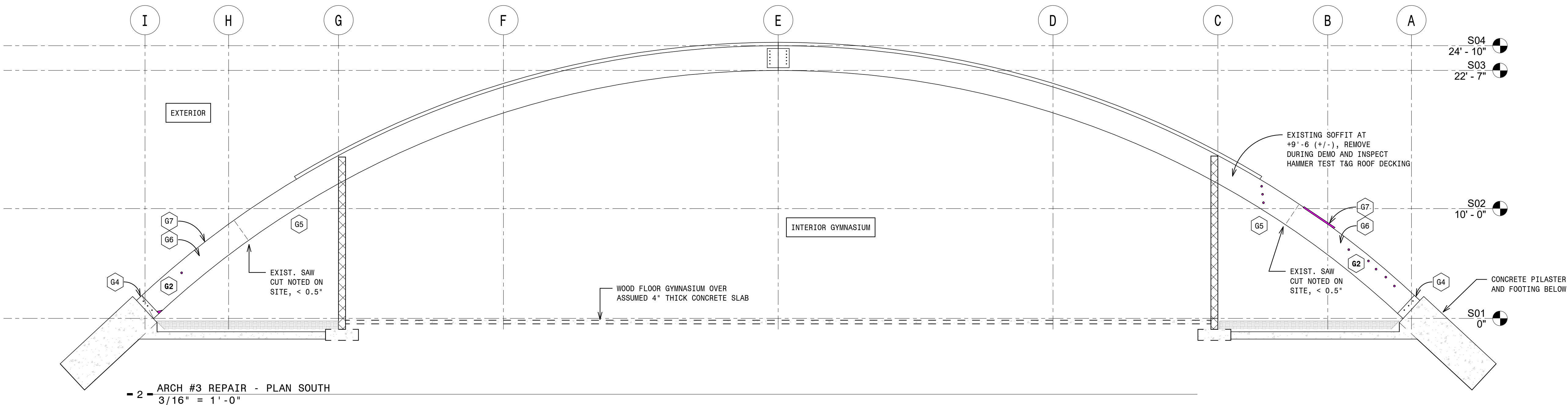
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PIC 15



PIC 16



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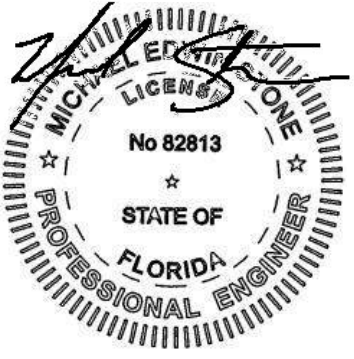
STOA
Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

120 St. Mary's Street
Birmingham, AL 35205
919.833.0993
lyng@lyngassociates.com
Firm No. C-0621

LYSAGHT & ASSOCIATES
structural engineers

Consultant



Seal 5-30-2025

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LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
ARCH 3 ELEVATIONS

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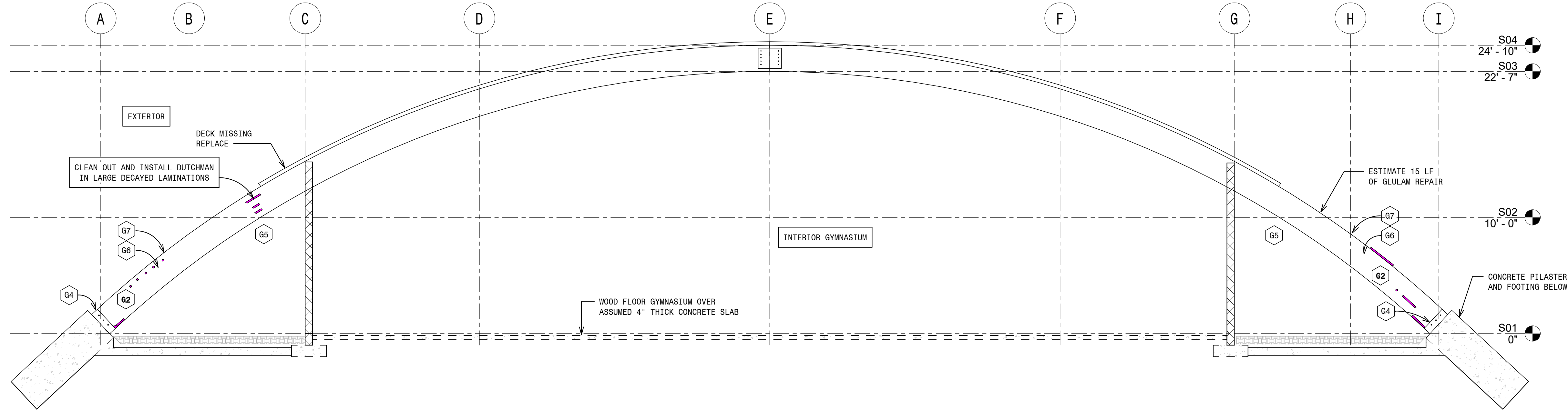
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SHEET NOTES
GX = SEE S-101 FOR GENERAL BUILDING PLAN NOTES

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TEMPORARY SHORING UNDER ARCHES RECOMMENDED PRIOR TO REPAIRS
ALL TEMPORARY SHORING DESIGNED AND SUPPLIED BY GENERAL CONTRACTOR



1 - ARCH #4 REPAIR - PLAN NORTH
3/16" = 1'-0"

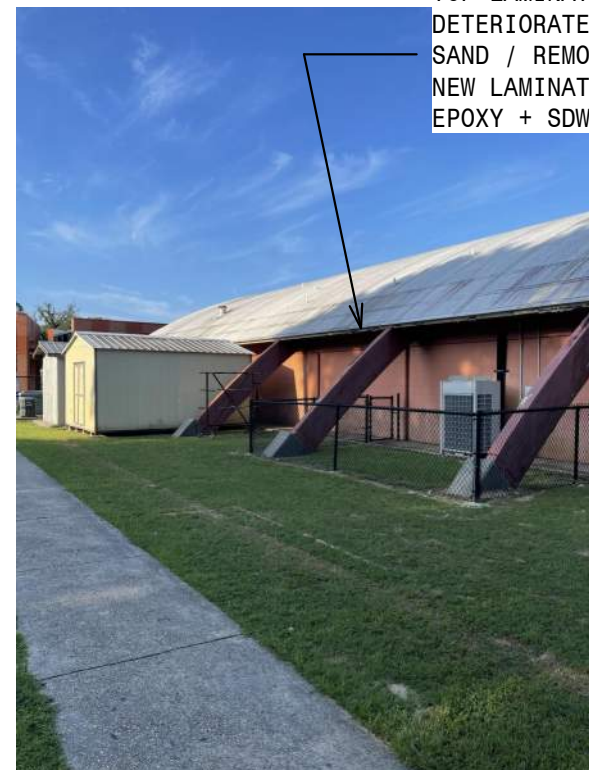
EPOXY PATCH INJECTION
REMOVE LOOSE MATERIAL



PIC 17



PIC 18



PIC 19

TOP LAMINATIONS ARE
DETERIORATED. G.C. SHALL
SAND / REMOVE AND INSTALL
NEW LAMINATIONS WITH
EPOXY + SDWS WOOD SCREWS

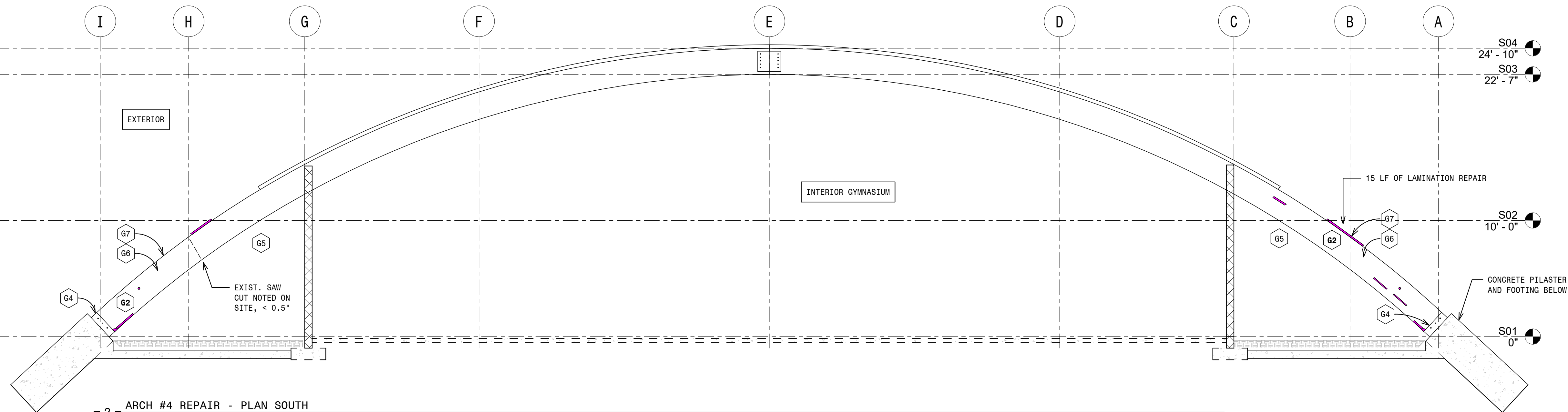


PIC 20

PREP AND REPAINT
STEEL SHOES

G4

DETERIORATION AT BASE
SKIM COAT AND INJECT



2 - ARCH #4 REPAIR - PLAN SOUTH
3/16" = 1'-0"

120 St Mary's Street
Bellingham, WA 98201
907.833.0993
lyaghlassociates.com
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E.S. COBB RESOURCE CENTER
601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
ARCH 4 ELEVATIONS

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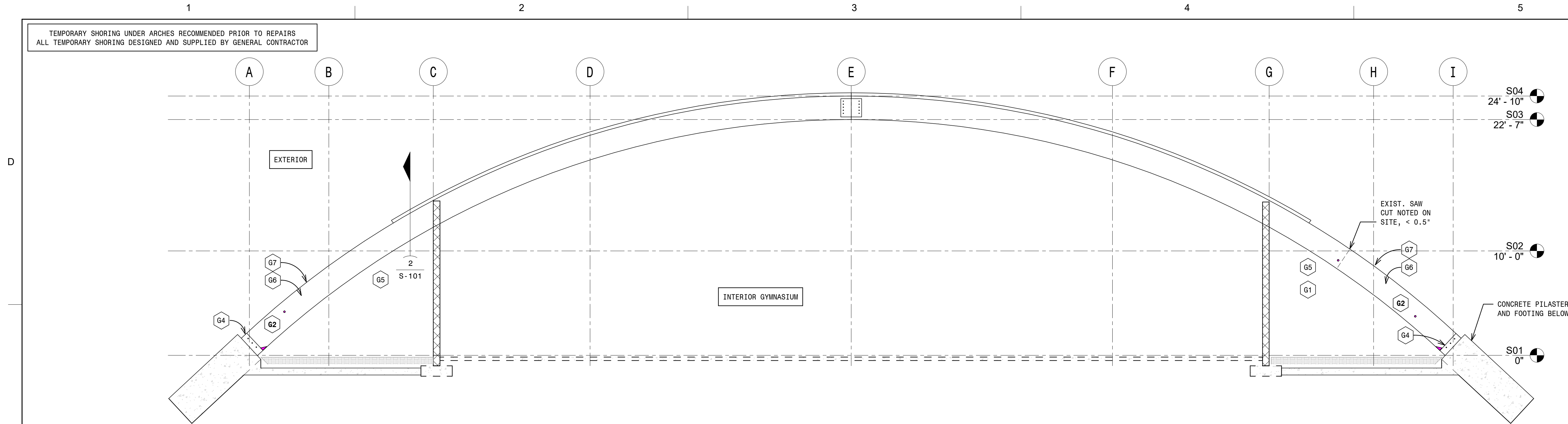
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(850) 432-1912
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- 1 - ARCH #5 REPAIR - PLAN NORTH
3/16" = 1'-0"



ARCH 5

PIC 21



ARCH 5

PIC 22



ARCH 5

PIC 23



ARCH 5

PIC 24



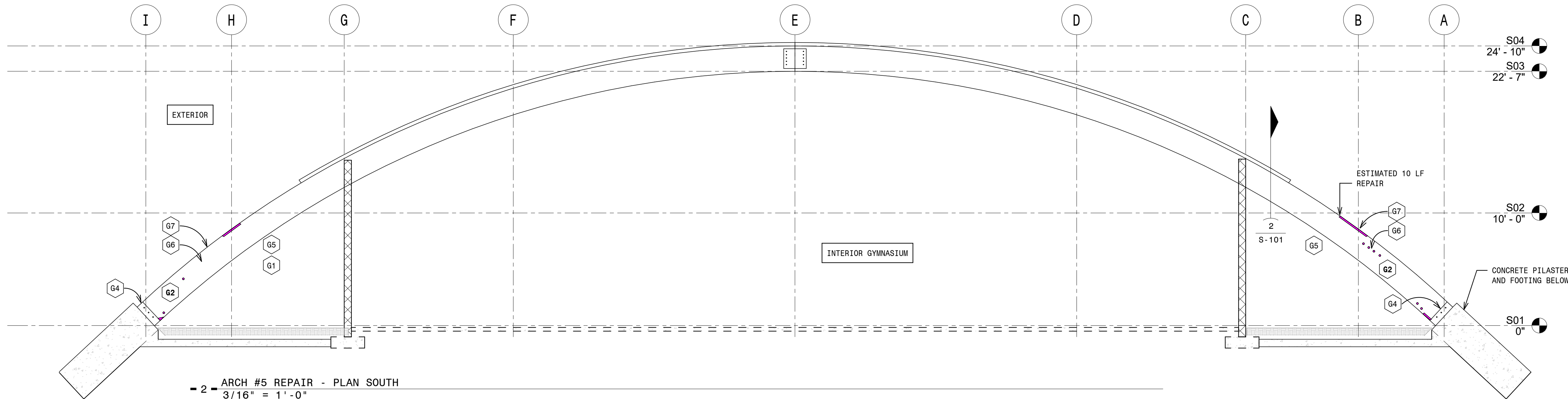
ARCH 5

PIC 25



ARCH 5

PIC 26



- 2 - ARCH #5 REPAIR - PLAN SOUTH
3/16" = 1'-0"

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Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

120 St. Mary's Street
Pensacola, FL 32502
919.833.0993
lysglassociates.com
Firm No. C-0621

LYSGHTE & ASSOCIATES
structural engineers
L&A

Consultant



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FLORIDA COA#27822
LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
ARCH 5 ELEVATIONS

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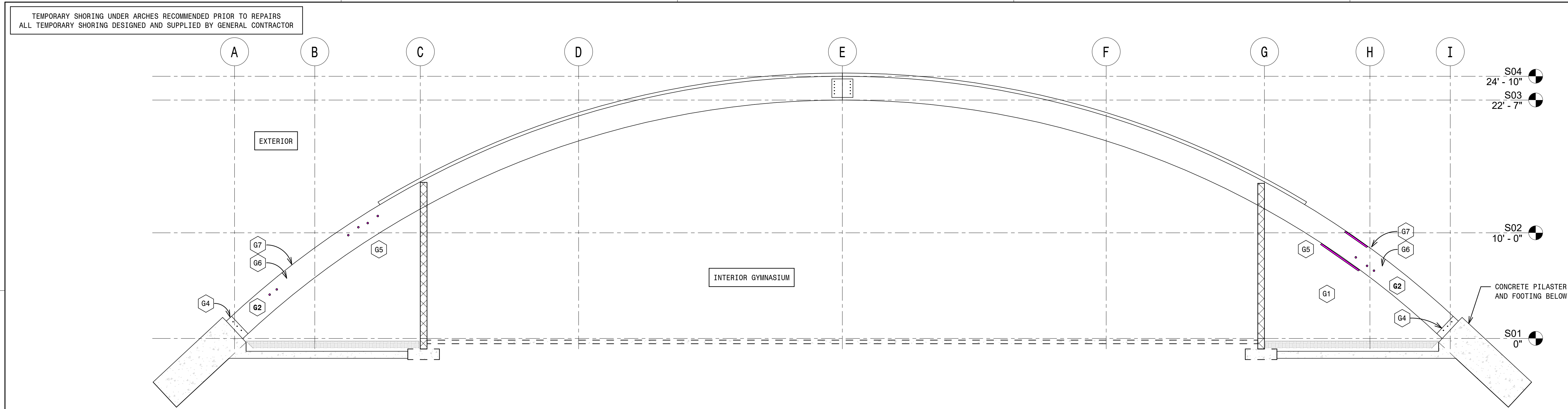
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ARCH 6

PIC 27



ARCH 6

PIC 28



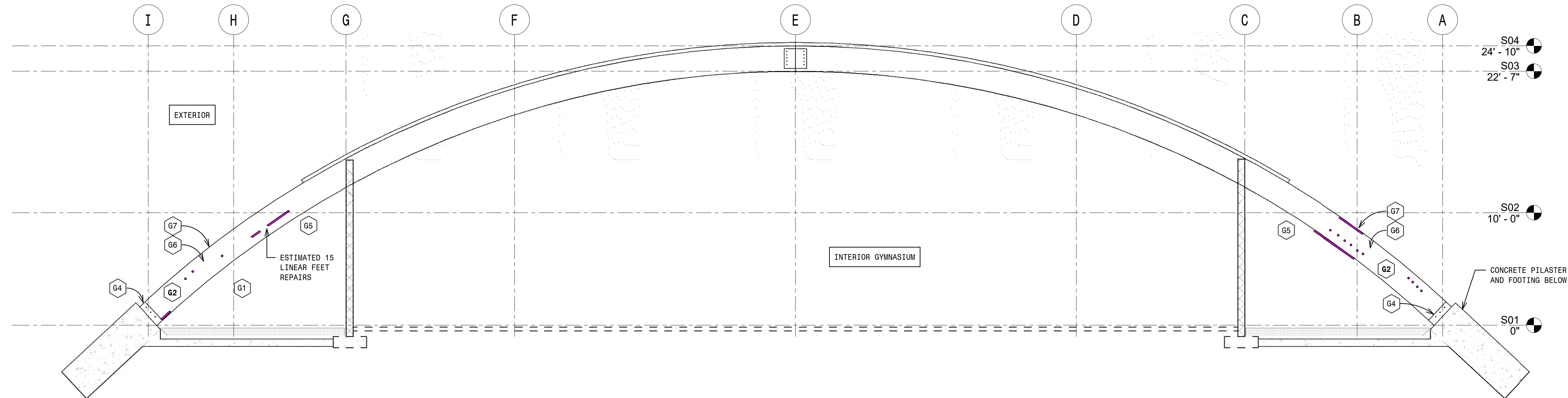
ARCH 6

PIC 29



ARCH 6

PIC 30



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Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

120 St. Mary's Street
Pensacola, FL 32505
919.833.0793
lyaghlassociates.com
Firm No. C-0621

LYSAGHTE & ASSOCIATES
structural engineers

Consultant



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ARCH 6 ELEVATIONS

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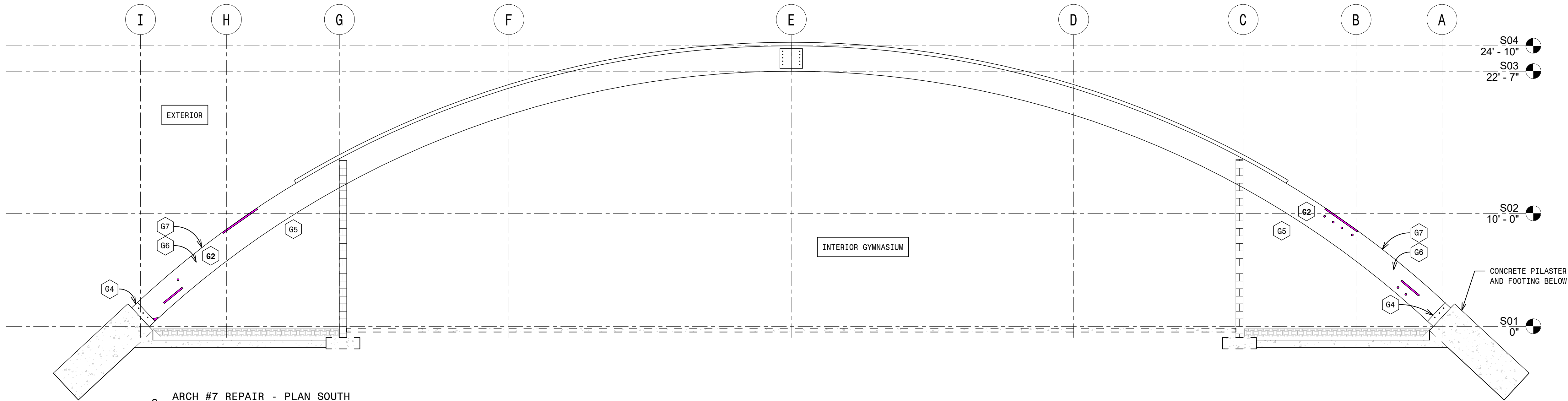
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SHEET NOTES

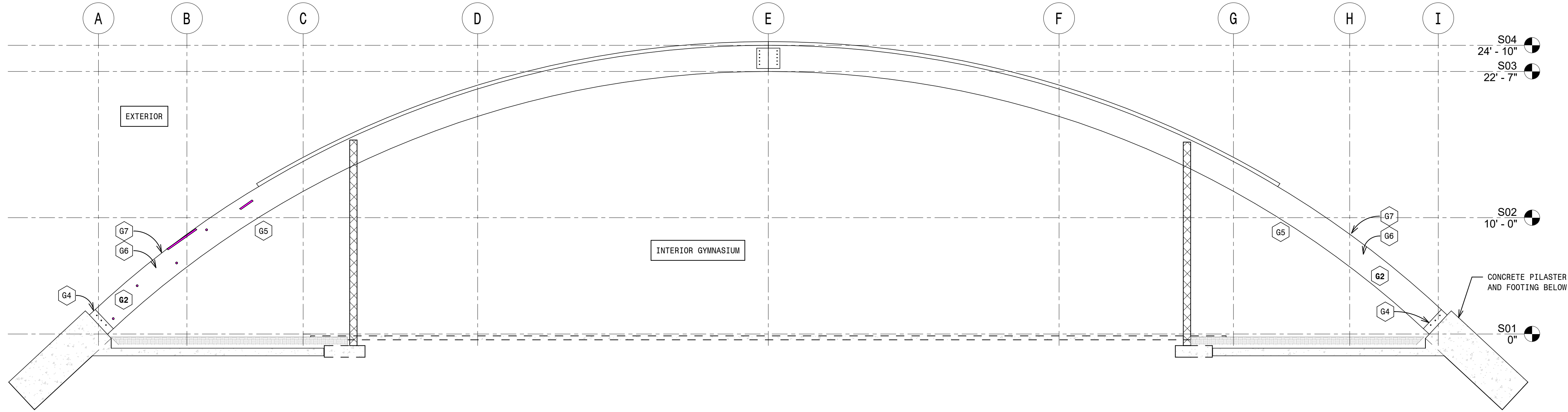
GX = SEE S-101 FOR GENERAL BUILDING PLAN NOTES

- 2 - ARCH #7 REPAIR - PLAN SOUTH
3/16" = 1'-0"



PREP AND REPAINT
STEEL SHOES G4

- 1 - ARCH #7 REPAIR - PLAN NORTH
3/16" = 1'-0"



TEMPORARY SHORING UNDER ARCHES RECOMMENDED PRIOR TO REPAIRS
ALL TEMPORARY SHORING DESIGNED AND SUPPLIED BY GENERAL CONTRACTOR

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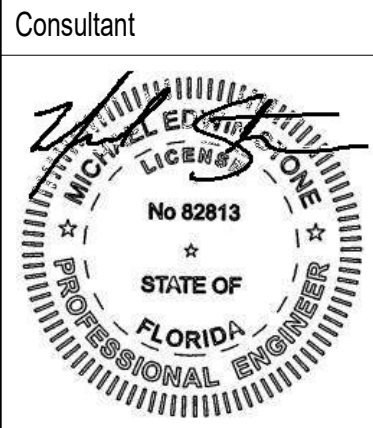
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Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

120 St. Mary's Street
Pensacola, FL 32502
919.833.0993
lyaghlassociates.com
Firm No. C-0621

LYSAGHT & ASSOCIATES
structural engineers



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FLORIDA COA#27822
LA PROJ. # 14227

E.S. COBB RESOURCE CENTER
601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
ARCH 7 ELEVATIONS

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of 11 sheets

100% DESIGN

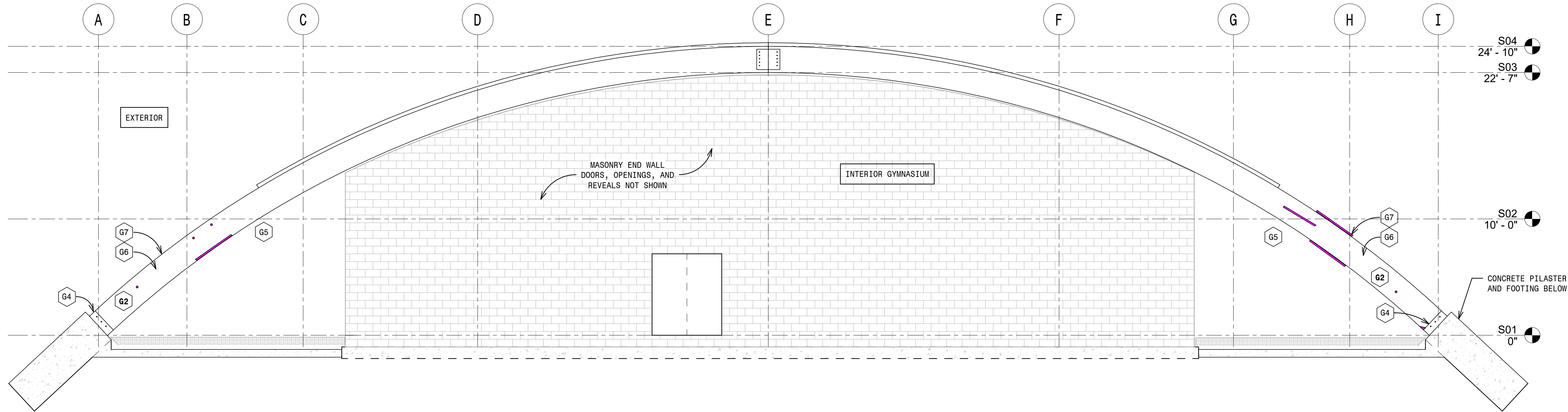
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T:\CURRENT JOBS\14227 ES Cobb Resource Glulam Repair FL\
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SHEET NOTES

GX = SEE S-101 FOR GENERAL BUILDING PLAN NOTES

STOA #LA-14227

TEMPORARY SHORING UNDER ARCHES RECOMMENDED PRIOR TO REPAIRS
ALL TEMPORARY SHORING DESIGNED AND SUPPLIED BY GENERAL CONTRACTOR



- 1 - ARCH #8 REPAIR - PLAN NORTH
3/16" = 1'-0"

DETERIORATED TOP LAMINATIONS
IN VEGETATION. REMOVE AND REPAIR
GLULAM LAMINATIONS AS REQUIRED



ARCH 8

PIC 35



ARCH 8

PIC 36



ARCH 8

PIC 37

SCRAPE AND CLEAN
EXISTING CHIPPED
PAINT, FULL LENGTH



ARCH 8

PIC 38

SKIM COAT
AND INJECT
EPOXY,
SEVERE DECAY
AT BASE OF
ARCH



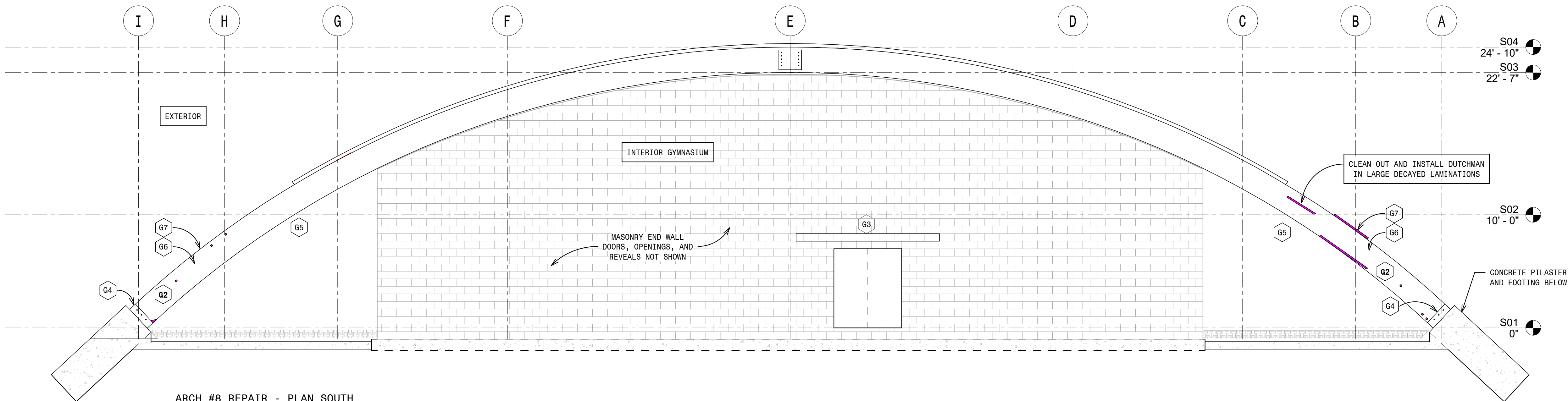
ARCH 8

PIC 39

DETERIORATED TOP
LAMINATIONS, REMOVE
AND INSTALL NEW
LAMINATIONS

PREP AND REPAINT
STEEL SHOES

G4



- 2 - ARCH #8 REPAIR - PLAN SOUTH
3/16" = 1'-0"

ISSUE DATE: 5/30/2025

REVISIONS

#	DESCRIPTION	DATE
0	IFC	5/30/2025

STOA
Architects

121 E. GOVERNMENT STREET
PENSACOLA, FL 32502
(850) 432-1912
FL. LIC. AA0003564

120 St Mary's Street
Pensacola, FL 32502
919.833.0993
lysghtassociates.com
Firm No. C-0621

LYSGHT & ASSOCIATES
structural engineers

Consultant



Seal 5-30-2025

FLORIDA COA#27822
LA PROJ. # 14227

E.S. COBB RESOURCE CENTER

601 E MALLORY STREET, PENSACOLA, FLORIDA 32503
ARCH 8 ELEVATIONS

DRAWN BY: MES
DESIGNED BY: MES
CHECKED BY: MES
PROJECT NO: LA,14227

SHEET NUMBER

S-208

of 11 sheets

100% DESIGN

Addendum Date: July 18, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

**E.S. COBB RESOURCE CENTER
RENOVATIONS AND REPAIRS**

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: _____ Date: _____

Authorized
Representative: _____ Title: _____
Printed Name

Signature: _____

1. The pre-bid meeting scheduled for July 25, 2025, has been cancelled. No pre-bid meeting will be held for this project.

Addendum Date: August 4, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

**E.S. COBB RESOURCE CENTER
RENOVATIONS AND REPAIRS**

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: _____ Date: _____

Authorized
Representative: _____ Title: _____
Printed Name

Signature: _____

Questions and Answers

1. With the bid date pushed out to 8/12, will that extend the start date? If so, do you know what the start date will be at this time?
 - A. The submittal due date has not changed. It remains August 12, 2025. The City would like to start this project as soon as feasibly possible. As with all City projects, the contract award must go before City Council for approval. Following approval, a Notice to Proceed (NTP) is expected to be issued early October 2025. The overall project schedule, including the completion date, will be adjusted accordingly to reflect the Council approval date.
2. Who will be responsible for purchasing the Infrared Thermography inspections per ASTM C1153?
 - A. The City has elected to waive this requirement and will rely on the manufacturer's warranty and final inspection in lieu of separate infrared testing.

EXHIBIT B

PROPOSAL

The Proposal dated August 12th, 2025, which Contractor submitted in response to the ITB Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

PROPOSAL
BID NO. 25-038

E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

Base Bid

NINE HUNDRED EIGHTY EIGHT THOUSAND, SEVEN HUNDRED SEVENTY FIVE
(Written) \$988,775.01 (\$ 988,775.08)
RD 08-13-25

*A quantity sheet must be filled out and included for the submittal to be considered.

Bid Security in the proper form and in the amount of \$ 28,799.27 is submitted.

Dunns#/UEID: 079959432 (Federal Transparency Act Reporting Requirement)

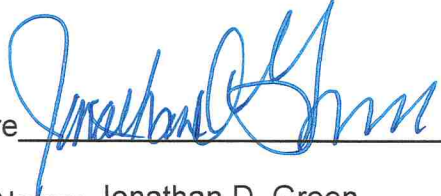
Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CGC-1523005 Expiration Date August 31, 2026

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature  Date: August 12, 2025

Printed Name: Jonathan D. Green Title: President

Company: J Green Construction Services, Inc. Address: 1208 N. Palafox St

Telephone: (850) 791-6776 City: Pensacola

Fax: N/A State: Florida Zip: 32501

E-mail: jon@jgreenconstruction.net

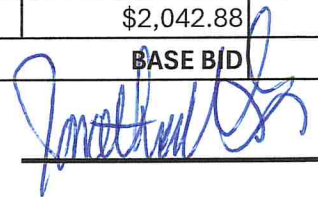
THIS FORM MUST BE INCLUDED IN SUBMITTAL.

E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

BID QUANTITY WORKSHEET

NO.	DIVISION	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
1	00 - P&CR	PERMITS	1	LS	\$2,553.60	\$2,553.60
2	00 - P&CR	BONDS AND INSURANCE	1	LS	\$71,499.27	\$71,499.27
3	01 - GR	QUALITY REQUIREMENTS (TESTING & INSPECTIONS)	1	LS	\$1,075.76	\$1,075.76
4	01 - GR	ALLOWANCES	1	LS	\$771.60	\$771.60
5	01 - GR	TEMPORARY FACILITIES AND CONTROLS	1	LS	\$542.64	\$542.64
6	01 - GR	TEMPORARY TREE AND PLANT PROTECTION	1	LS	\$223.44	\$223.44
7	02 - EC	SELECTIVE DEMOLITION	1	LS	\$7,856.19	\$7,856.19
8	03 - CONCRETE	CONCRETE REPAIRS	1	LS	\$329.41	\$329.41
9	04 - MASONRY	MASONRY CLEANING AND REPAIRS	1	LS	\$1,741.96	\$1,741.96
10	05 - METALS	GLULAM ARCH STEEL BASE REPAIRS	1	LS	\$71,500.80	\$71,500.80
11	06 - WP&C	ROUGH CARPENTRY	1	LS	\$2,855.54	\$2,855.54
12	06 - WP&C	WOOD ROOF DECKING REPAIRS	1	LS	\$3,245.73	\$3,245.73
13	06 - WP&C	GLULAM ARCH REPAIRS	1	LS	\$325,584.00	\$325,584.00
14	07 - T&MP	PREPARATION FOR REROOFING	1	LS	\$1,915.20	\$1,915.20
15	07 - T&MP	POLYVINYL-CHLORIDE (PVC) ROOFING	1	LS	\$260,990.69	\$260,990.69
16	07 - T&MP	SHEET METAL FLASHING AND TRIM (INCLUDING COPING, GUTTERS, AND DOWNSPOUTS)	1	LS	\$51,486.96	\$51,486.96
17	07 - T&MP	JOINT SEALANTS	1	LS	\$810.77	\$810.77
18	08 - OPENINGS	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS (INCLUDING GLAZING AND	1	LS	\$95,130.54	\$95,130.54
19	10 - SPECIALTIES	EXIT SIGN	1	LS	\$255.36	\$255.36
20	09 - FINISHES	EXTERIOR AND INTERIOR PAINTING	1	LS	\$81,255.55	\$81,255.55
21	31 - EARTHWORK	SITE CLEARING AND RE-GRADING	1	LS	\$5,107.20	\$5,107.20
22	31 - EARTHWORK	TERMITE CONTROL	1	LS	\$2,042.88	\$2,042.88
					BASE BID	\$988,775.08

Title: President

Authorized Signature: 

Company Name: J Green Construction Services, Inc.

Printed Name: Jonathan D. Green

\$988,775.09
LD 05-13-25

THIS FORM MUST BE INCLUDED IN SUBMITTAL

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2508166
Contract Account Number: 9205975

KNOW ALL MEN BY THESE PRESENTS, that we J GREEN CONSTRUCTION SERVICES Inc.

1208 N PALAFOX ST
PENSACOLA, FL 32501

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY

P O BOX 4668
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF PENSACOLA, FL

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE ACCOMPANYING BID

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for E.S. COBB RESOURCE CENTER RENOVATIONS AND REPAIRS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this 12TH day of AUGUST, 2025

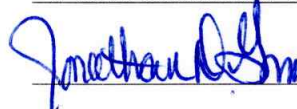

Witness


Witness

J GREEN CONSTRUCTION SERVICES

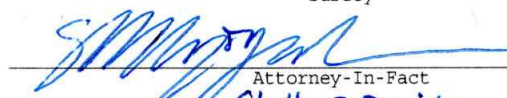
Principal

(Seal)


PRESIDENT
Title

OLD REPUBLIC SURETY COMPANY

Surety


Attorney-In-Fact
Shelby E. Daniels





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SHELBY E. DANIELS, OF PENSACOLA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of SEPTEMBER, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of SEPTEMBER, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3037



Signed and sealed at the City of Brookfield, WI this 12th day of August, 2025.

Karen J. Haffner

Assistant Secretary

DANIELS COMMERCIAL INSURANCE

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: J Green Construction Services, Inc.
Vendor FEIN: 27-0920487 Phone Number: (850) 791-6776
Vendor's Authorized Representative Name and Title: Jonathan D. Green; President
Address: 1208 N. Palafox Street
City: Pensacola State: Florida ZIP: 32501
Email Address: jon@jgreenconstruction.net

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

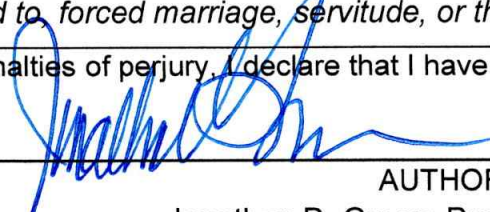
Florida Statute 787.06

(2)(a) "Coercion" means:

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

(2)(e) "Labor" means work of economic or financial value. (2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs

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

By:  _____
AUTHORIZED SIGNATURE

Print Name and Title: Jonathan D. Green; President

Date: August 12, 2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

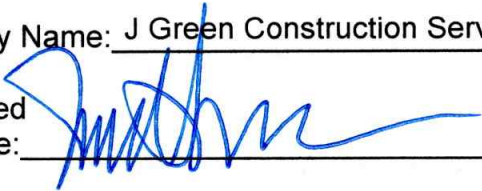
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: J Green Construction Services, Inc.

Date: August 12, 2025

Authorized
Signature: 

Printed Name: Jonathan D. Green

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

J Green Construction Services, Inc.

Company Name


Authorized Signature

Jonathan D. Green

Printed Name

August 12, 2025

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

City of Pensacola
Florida

CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ \$500.00, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Minimize areas of excavations and disrupted earth performed at any one time.

Utilization of erosion control barriers such as silt fencing, erosion control fabric & hay bales.

Promptly seed disturbed earth utilizing mulch to provide temporary protection

Install diversions to control surface water flow and divert water away from work areas and to also collect water as necessary for treatment and safe disposal.



Jonathan D. Green; President J. Green Const.
Authorized Official

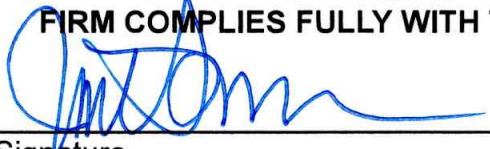
THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



Signature

Jonathan D. Green

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM
(not applicable if project uses federal funding)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A	N/A	N/A



THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

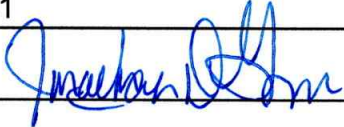
A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business J Green Construction Services, Inc.

Address 1208 N. Palafox Street; Pensacola, FL 32501

Owner(s)'s Name(s) Jonathan D. Green, President 

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF SBE FIRM</u>	<u>PRIME OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**CITY OF PENSACOLA
FORM A – M/WBE UTILIZATION COMMITMENT**

I, Jonathan D Green of J Green Construction Services, Inc. Bid # 25-038
(Name of Bidder)

do hereby certify that on this project, we will use the following minority or woman business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value
N/A - TBD				

*M/WBE categories: African American (B), Asian American (A), Hispanic (H), Native American (N), Woman (W)

The total value of M/WBE contracting will be (\$) TBD.

CITY OF PENSACOLA
FORM B – Attach to the Bid/Proposal if goal is not attained

Affidavit of J Green Construction Services, Inc.

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked. Bidder must earn at least 70 points from the Good Faith Efforts list for their bid to be considered responsive.

x	1 – Notification of Subcontracting Opportunities (10 Points) bidder must provide to the City or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the bidder intends to subcontract or purchase supplies at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
x	3 – Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
x	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the City and included in the bid documents that provide assistance in recruitment of minority businesses.
	6 – Host Pre-Bid Meeting (20 pts) Conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub consultants.
	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
	9 – Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
	10 – Joint Ventures and/or Mentor Protégé (20 pts) Negotiated joint venture, partnership and/or mentor protégé arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
x	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
x	12 – M/WBE Participation on Non-City Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-City contracts.

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: J Green Construction Services, Inc.

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No. 25-038.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes
32503	Estimator	No
32503	Project Manager	No
32591	Book Keeper	No
32536	Carpenter	No

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

 Jonathan D. Green, President August 12, 2025
Signature and Title of Business Representative Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

This form may be reproduced.
December 2020

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/Rfq #25-038

Purchasing Forms

Initials

- | | |
|--|------------|
| 1) Proposal Page(s) | <u>jdj</u> |
| 2) Quantity Sheet(s) | <u>jdj</u> |
| 3) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13) | <u>jdj</u> |
| 4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters | <u>jdj</u> |
| 5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | <u>jdj</u> |
| 6) Erosion and Sedimentation Compliance Statement | <u>jdj</u> |
| 7) Drugfree Workplace Certificate | <u>jdj</u> |
| 8) Veteran Business Enterprise Statement | <u>jdj</u> |
| 9) Small Business Enterprise Statement | <u>jdj</u> |
| 10) Minority/Women Business Enterprise Forms | <u>jdj</u> |
| 11) Bidders List | <u>jdj</u> |
| 12) Required Documents Acknowledgement | <u>jdj</u> |
| 13) Acknowledgement of addenda (signed signature pages of addenda) | <u>jdj</u> |

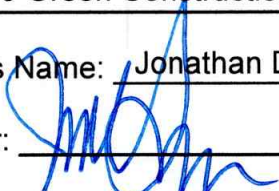
Department-Required Documentation

Initials

- | | |
|---|-------------------|
| 14) Florida Licensed General Contractor | <u>jdj</u> |
| OR | |
| 15) Florida Licensed Underground Utilities Contractor | <u> </u> |

Company Name: J Green Construction Services, Inc.

Authorized Officer's Name: Jonathan D. Green Title: President

Signature of Officer:  Date: August 12, 2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: July 18, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

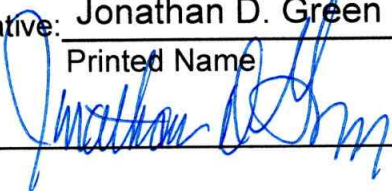
**E.S. COBB RESOURCE CENTER
RENOVATIONS AND REPAIRS**

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: J Green Construction Services, Inc. Date: August 12, 2025

Authorized Representative: Jonathan D. Green Title: President
Printed Name

Signature: 

1. The pre-bid meeting scheduled for July 25, 2025, has been cancelled. No pre-bid meeting will be held for this project.

Addendum Date: August 4, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

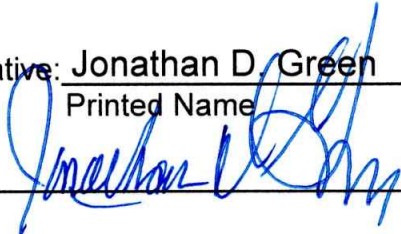
**E.S. COBB RESOURCE CENTER
RENOVATIONS AND REPAIRS**

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: J Green Construction Services, Inc. Date: August 12, 2025

Authorized
Representative: Jonathan D. Green Title: President
Printed Name

Signature: 

Questions and Answers

1. With the bid date pushed out to 8/12, will that extend the start date? If so, do you know what the start date will be at this time?
 - A. The submittal due date has not changed. It remains August 12, 2025. The City would like to start this project as soon as feasibly possible. As with all City projects, the contract award must go before City Council for approval. Following approval, a Notice to Proceed (NTP) is expected to be issued early October 2025. The overall project schedule, including the completion date, will be adjusted accordingly to reflect the Council approval date.
2. Who will be responsible for purchasing the Infrared Thermography inspections per ASTM C1153?
 - A. The City has elected to waive this requirement and will rely on the manufacturer's warranty and final inspection in lieu of separate infrared testing.



J. Green Construction Services, Inc.

General Contractors · Project Managers · Consultants

Contractor Experience

Bid No.: 25-038

E.S Cobb Resource Center Renovations & Repairs

Contractor / Bidder: J Green Construction Services, Inc.

This identification of Contractor Experience is being submitted with our bid as directed by the project Structural Engineer of record Lysaght & Associates, P.A. on plan sheet S-001, (see NOTES TO GENERAL CONTRACTOR):

This contractor, Jonathan D Green, by and through J Green Construction Services and other his other construction companies has over 40 continuous years of commercial & federal government general contracting experience with a multitude of past projects involving heavy timber construction.

Dajon & Associates:

J Green Construction is pleased to include Dajon & Associates as a part of our E.S. Cobb Resource Center team. Established in 1969, Dajon & Associates is a general contracting company specializing in the structural repair and reinforcement of industrial and commercial wood beams and structures either by replacement , epoxy injection and moment splice work. (ref: dejon.com).

Dajon & Associates extensive and long-standing heavy timber and glue laminated experience, expertise and capability meets and most often far exceeds others in the industry, as measured by their long list of client and design professional references. In addition to these references, two recent projects are practically identical to the E.S. Cobb Resource Center project:

The scope of wood beam repair for the first two identified projects centered around finger lamination and epoxy injection and the third referenced project glulam restoration and epoxy injection.

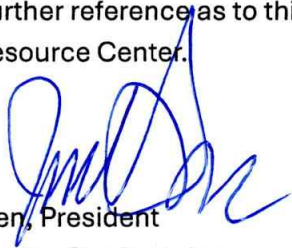
2018	-	Woodbury High School,	Woodbury, N.J.
2023/24	-	2000 Bainbridge Street,	Richmond, Va
		Vassar College ,	Dutchess County, NY

We encourage any interested party to visit the websites of both J Green Construction and Dajon & Associates for further reference as to this teams ability to successfully renovate and repair conditions at the E.S. Cobb Resource Center.

Respectfully,

Jonathan D. Green, President

J Green Construction Services, Inc.



J GREEN CONSTRUCTION

Unique Entity ID TVPCPNP4Q154	CAGE / NCAGE 97T24	Purpose of Registration All Awards
Registration Status Submitted Registration	Expiration Date Jul 15, 2026	
Physical Address 1208 N Palafox ST Pensacola, Florida 32501-2639 United States	Mailing Address 1208 N Palafox ST Pensacola, Florida 32501-2639 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 01	State / Country of Incorporation Florida / United States	URL jgreenconstruction.net

Registration Dates

Activation Date (blank)	Submission Date Jul 15, 2025	Initial Registration Date Dec 6, 2021
-----------------------------------	--	---

Entity Dates

Entity Start Date Aug 19, 2009	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

97TZ4

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****05

Lock Box Number

(blank)

Financial Institution

SERVISFIRST BANK

Account Number

*****12

Automated Clearing House

Phone (U.S.)

8509826519

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

J Green Construction Services, Inc

1206 N Palafox ST

Pensacola, Florida 32501

United States

Taxpayer Information

EIN

*****0487

Type of Tax

Applicable Federal Tax

Taxpayer Name

J Green Construction Services Inc

Tax Year (Most Recent Tax Year)

2024

Name/Title of Individual Executing Consent

President

TIN Consent Date

Jul 15, 2025

Address

1208 North Palafox Street

Pensacola, Florida 32501

Signature

Jonathan D Green

Points of Contact

Accounts Receivable POC



Leeanne Skewes, Bookkeeper Office Manager

Electronic Business


 Leeanne Skewes, Bookkeeper Office Manager
 jon@jgreenconstruction.net
 8507916776

1206 N Palafox Street
 Pensacola, Florida 32501
 United States

Government Business


 Jonathan Green, President
 jon@jgreenconstruction.net
 8507916776

1206 N Palafox Street
 Pensacola, Florida 32501
 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236115	New Single-Family Housing Construction (Except For-Sale Builders)
	236117	New Housing For-Sale Builders
	236118	Residential Remodelers
	236210	Industrial Building Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238130	Framing Contractors
	238170	Siding Contractors
	238310	Drywall And Insulation Contractors
	238320	Painting And Wall Covering Contractors
	238330	Flooring Contractors
	238340	Tile And Terrazzo Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors
	238910	Site Preparation Contractors

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
 (blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$3,500,000.00	6

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$3,500,000.00	6

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)



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

Detail by Entity Name

Florida Profit Corporation

J GREEN CONSTRUCTION SERVICES, INC.

Filing Information

Document Number	P09000069813
FEI/EIN Number	27-0920487
Date Filed	08/19/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/04/2013

Principal Address

1206 North Palafox Street
Pensacola, FL 32501

Changed: 02/13/2019

Mailing Address

1206 North Palafox Street
Pensacola, FL 32501

Changed: 02/13/2019

Registered Agent Name & Address

GREEN, JONATHAN D
1206 North Palafox Street
Pensacola, FL 32501

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PST

GREEN, JONATHAN D
1206 North Palafox Street
Pensacola, FL 32501

Annual Reports

Report Year	Filed Date
2023	02/21/2023
2024	02/19/2024
2025	01/31/2025

Document Images

01/31/2025 -- ANNUAL REPORT	View image in PDF format
02/19/2024 -- ANNUAL REPORT	View image in PDF format
02/21/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
02/12/2021 -- ANNUAL REPORT	View image in PDF format
03/06/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- ANNUAL REPORT	View image in PDF format
01/29/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
02/24/2015 -- ANNUAL REPORT	View image in PDF format
02/03/2014 -- ANNUAL REPORT	View image in PDF format
02/03/2010 -- ADDRESS CHANGE	View image in PDF format
08/19/2009 -- Domestic Profit	View image in PDF format

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P09000069813

Entity Name: J GREEN CONSTRUCTION SERVICES, INC.

Current Principal Place of Business:

1206 NORTH PALAFOX STREET
PENSACOLA, FL 32501

Current Mailing Address:

1206 NORTH PALAFOX STREET
PENSACOLA, FL 32501 US

FEI Number: 27-0920487

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GREEN, JONATHAN D
1206 NORTH PALAFOX STREET
PENSACOLA, FL 32501 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PST
Name GREEN, JONATHAN D
Address 1206 NORTH PALAFOX STREET
City-State-Zip: PENSACOLA FL 32501

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

SIGNATURE: JONATHAN D GREEN SR

PRESIDENT

01/31/2025

Electronic Signature of Signing Officer/Director Detail

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREEN, JONATHAN DOUGLAS

J GREEN CONSTRUCTION SERVICES, INC.
1206 NORTH PALAFOX STREET
PENSACOLA FL 32501

LICENSE NUMBER: CGC1523005

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/17/2024

Do not alter this document in any form.

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





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-843

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-041 - 2025 ADA SIDEWALK PROJECT

RECOMMENDATION:

That City Council award a contract for Bid No. 25-041, 2025 ADA Sidewalk Projects to Gulf Beach Construction, Inc. of Gulf Breeze, Florida, the lowest and most responsible bidder with a base bid of \$145,618.00 plus a Bid Alternate of \$42,225.00 with a 10% contingency of \$18,784.30 for a total of \$206,627.30. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item will advance the City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Districts

The purpose of this project is to provide continued ADA-compliant sidewalk connectivity and improve walkability throughout the city. The City website contains the background information related to the methodical process implemented to identify new sidewalk needs throughout the city. Within this same webpage, a list of new sidewalk locations was prioritized, utilizing a standardized prioritization matrix. The locations with the greatest need for new sidewalks received the lowest scores.

Specifically, the project limits for the base bid portion of the project are between North 9th Avenue and North Davis Highway on Anderson Street and between North 9th Avenue and North 12th Avenue on Scott Street. The project limits for the bid alternate portion of the project are between West Cervantes Street and West Jackson Street on North "Q" Street. We will also be adding sidewalk on Avery Street, from North Hayne Street to North Ninth Avenue.

Additionally, this project includes the construction of a driveway apron attached to the sidewalk

at 2300 West Jackson Street as part of the Community Redevelopment Agency's infill project. Several locations where the new sidewalk will intersect with dirt or gravel driveways have been identified, and these will receive a concrete driveway built to City specifications. These specific locations are noted on the plans for each of the three sidewalk locations.

PRIOR ACTION:

None

FUNDING:

Budget:	\$198,378.00	LOST IV - Sidewalk Improvements
	<u>67,398.00</u>	Westside CRA Series 2017 Project Fund
	<u>\$265,777.00</u>	TOTAL
Actual:	\$ 145,618.00	Construction - Base Bid (LOST IV)
	14,561.80	10% Contingency (LOST IV)
	1,747.42	Geotechnical/Miscellaneous Testing (LOST IV)
	<u>8,445.84</u>	Engineering Inspections/Project Management (LOST IV)
	<u>\$170,373.06</u>	SUB-TOTAL - LOST IV
	42,225.00	Construction - Bid Alternate (CRA)
	4,222.50	10% Contingency (CRA)
	1,500.00	Geotechnical/Miscellaneous Testing (CRA)
	2,940.00	Engineering Inspections/Project Management (CRA)
	<u>50,887.50</u>	SUB-TOTAL Westside CRA Series 2017 Project
	<u>\$221,260.56</u>	TOTAL

FINANCIAL IMPACT:

At present, there is \$198,378 in the LOST IV- Sidewalk Improvements project's account. In addition, there is \$67,398 allocated to the bid alternate portion of this project from Westside CRA Series 2017 Project Funds. The combination of these funds is sufficient to cover both the base bid and bid alternate portions of this project. Any encumbered funds not used on this project will be returned to their respective accounts upon project completion.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller - Interim City Administrator
Amy Tootle - Director of Public Works & Engineering

ATTACHMENTS:

1. 25-041 Bid Tabulation Sheet

2. Base Bid Map
3. Bid Alternate Map

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-041
TITLE: 2025 ADA SIDEWALKS IMPROVEMENT PROJECT

Submittals Due:	GULF BEACH	JRM	CHAVERS	ROBERSON
09/03/2025, 2:30 P.M.	CONSTRUCTION,	CONSTRUCTION	CONSTRUCTION,	UNDERGROUND
Department:	INC.	GROUP, INC.	INC.	UTILITY
Engineering	Gulf Breeze, FL	Pensacola, FL	Cantonment, FL	Milton, FL

Base Bid	\$145,618.00	\$162,805.70	\$190,782.00	\$256,007.50
----------	--------------	--------------	--------------	--------------

Bid Alternate - "Q" Street	\$42,225.00	\$45,703.00	\$55,950.00	\$80,660.00
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DRAFT

TABULATION OF BIDS

BID NO: 25-041
TITLE: 2025 ADA SIDEWALKS IMPROVEMENT PROJECT

Submittals Due:	ROADS, INC.	A J GENERAL	ROGAR MGMT
09/03/2025, 2:30 P.M.	OF NWF	CONSTRUCTION	& CONSULTING
Department:		SERVICES, INC.	OF FL, LLC
Engineering	Cantonment, FL	Mulberry, FL	Miami, FL

Base Bid	\$285,828.83	\$360,367.85	\$459,011.16
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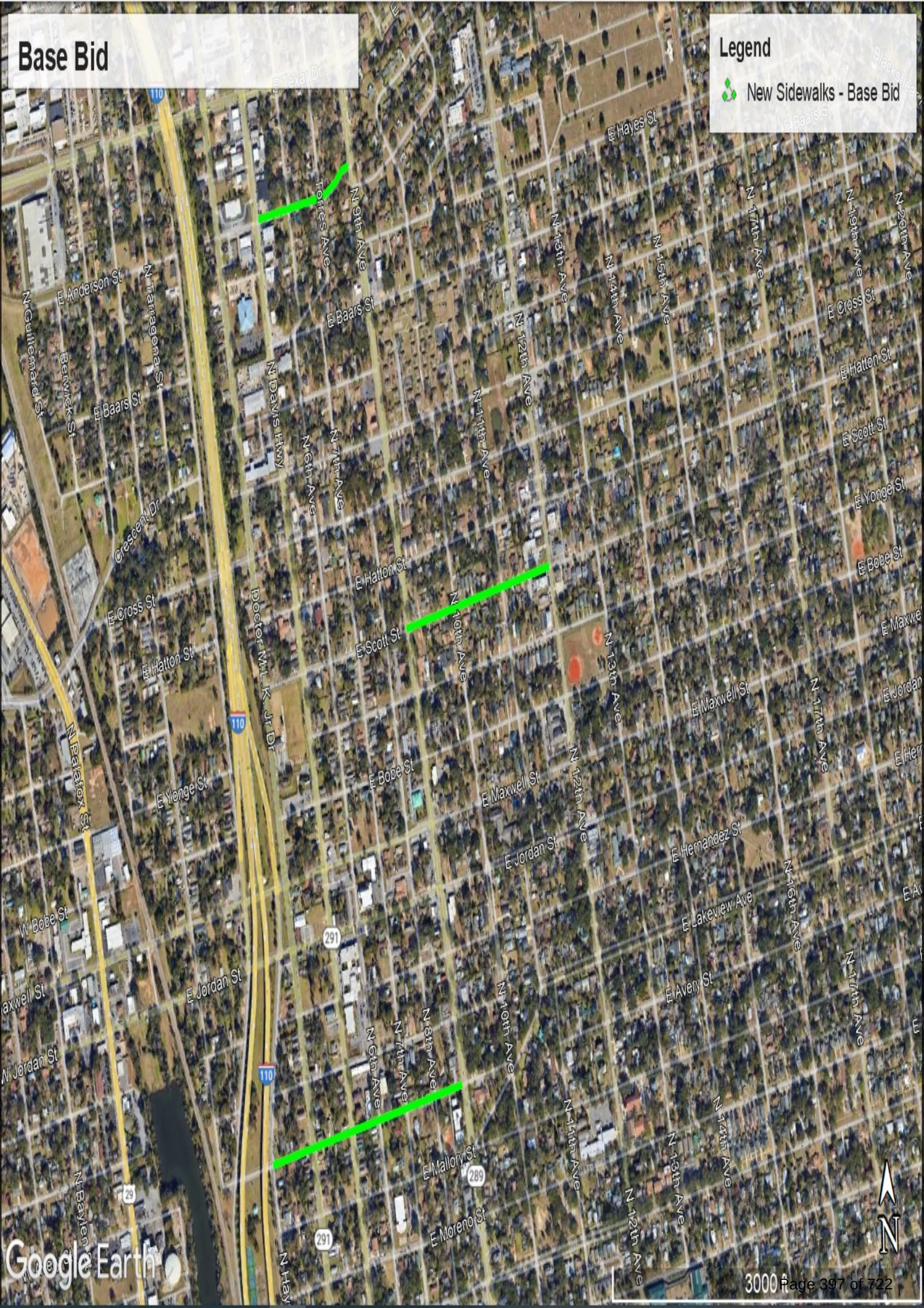
Bid Alternate - "Q" Street	\$77,098.77	\$111,152.50	\$164,150.00
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DRAFT

Base Bid

Legend

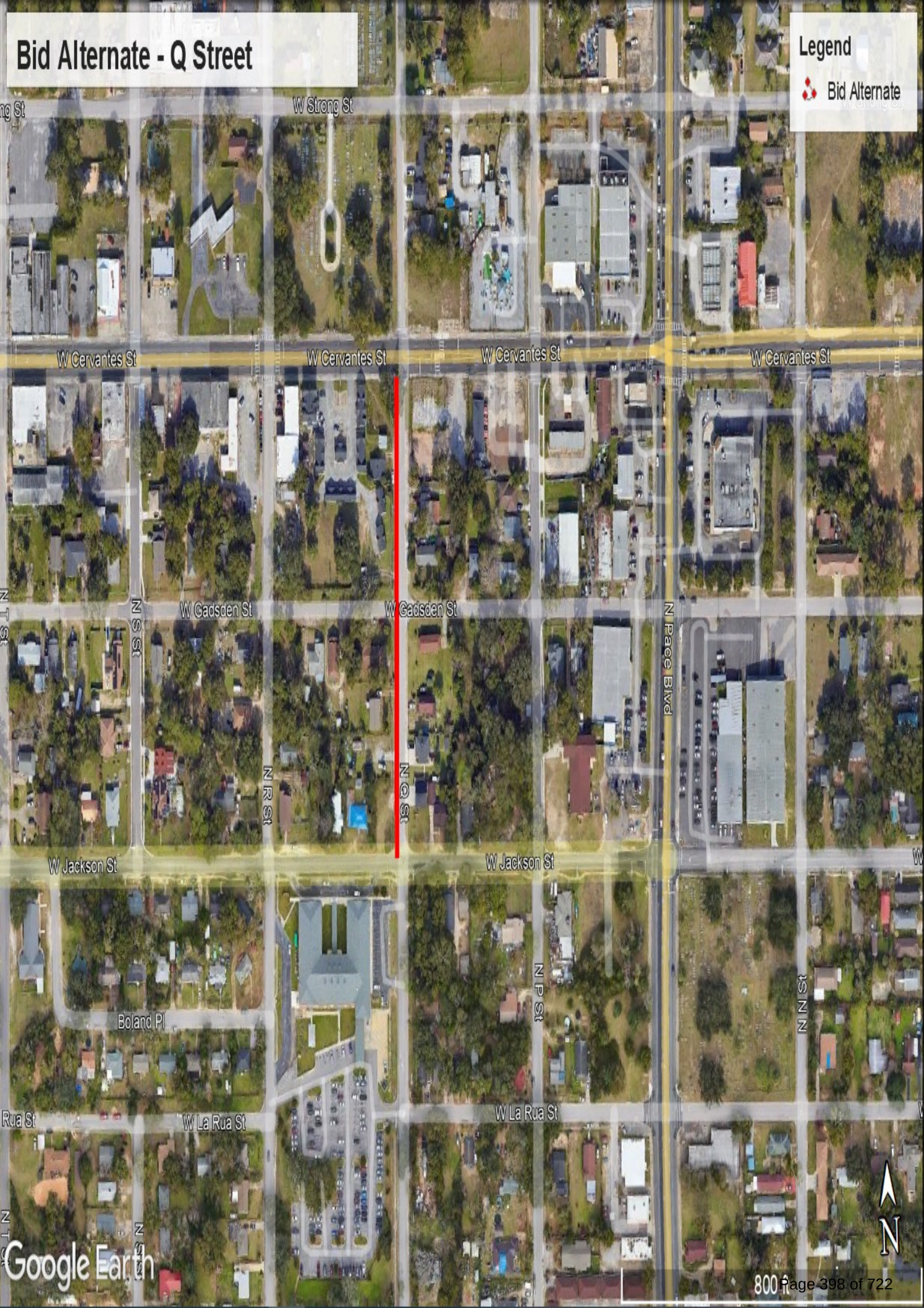
 New Sidewalks - Base Bid



Bid Alternate - Q Street

Legend

 Bid Alternate





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1147

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT – WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

RECOMMENDATION:

That City Council approve the write-off of the uncollectible account of former airline, Silver Airways LLC, in the amount of \$115,562.90.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Silver Airways filed for Chapter 11 bankruptcy protection on December 30, 2024, in the U.S. Bankruptcy Court for the Southern District of Florida (Case No. 24-23623). The filing was intended to allow the company to restructure its finances and secure additional capital. After the bankruptcy filing, Silver faced several operational issues, including a significant reduction in fleet, service suspensions and airport bans. These issues prompted a U.S. bankruptcy trustee to recommend converting to Chapter 7 liquidation, which involved the selling of assets to pay creditors. As a result, on June 11, 2025, Silver Airways ceased operations at Pensacola International Airport and on June 19, 2025, the Court approved the sale of substantially all of Silver's assets, including its DOT and FAA certificates to Argentum, formed by Wexford Capital LP as a special purpose acquisition company.

As of the date of termination, Silver owed \$115,562.90 in unpaid rents and fees. Due to the bankruptcy filing, the Airport is unable to collect and is requesting permission to write-off the customer's balance. The City's Financial Planning and Administration policy provides that all non-utility accounts receivable in amounts in excess of \$1,000, and in which a lien has not been filed, be submitted to City Council for approval before being written off.

PRIOR ACTION:

November 17, 2017 - City Council approved the 2017 Airline Operating Agreement and

Terminal Building Lease for signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport, effective October 1, 2017, which Silver Airways LLC operated under.

FUNDING:

N/A

FINANCIAL IMPACT:

While the \$115,562.90 in unpaid rents and fees will be shown as a reduction to the Airport's fiscal year 2025 revenues, fiscal year 2025 actual revenues are anticipated to exceed budgeted revenues even after the write-off of Silver's unpaid balance.

In fiscal year 2024, Silver brought in approximately \$365 thousand in rents and fees and approximately \$93 thousand in Passenger Facility Charges. With the current growth of the Airport, the addition of Breeze and Contour, and the anticipation that the existing airlines will pick up the passenger demands left behind by Silver, the Airport anticipates that the loss of Silver Airways will have a negligible impact on the Airport's ability to meet fiscal year 2026 budgeted revenues. In addition, the Airport's Use Agreement ensures any shortfall in anticipated revenues is covered by the signatory airlines thereby reducing the Airport's financial risk and ensuring the Airport will maintain full financial self-sufficiency with no reliance on the City's General Fund for support.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Accounts Receivable Customer Aging Summary Report

PRESENTATION: No

Accounts Receivable Customer Aging Summary
CITY OF PENSACOLA

Customer #	Name/Phone	On Account/Credit	Current	30 - 59 days	60 - 89 days	90 - 119 days	Over 120 days
004624	SILVER AIRWAYS CORP	0.00	0.00	5,481.06	948.31	0.00	109,133.53
		On Account/Credit	Current	30 - 59 days	60 - 89 days	90 - 119 days	Over 120 days
Grand Totals		115,562.90	0.00	5,481.06	948.31	0.00	109,133.53



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1148

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT – NON-SIGNATORY AIRLINE OPERATING AND TERMINAL BUILDING USE PERMIT

RECOMMENDATION:

That City Council approve the Airline Operating and Terminal Building Use Permit for non-signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Airline Operating and Terminal Building Use Permit for each non-signatory airline, and to take the actions necessary relating to the finalization of the agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On September 11, 2025, City Council approved the Airline Operating Agreement and Terminal Building Lease (referred to as a "Use Agreement") for signatory airlines. The Use Agreement sets forth the rights, privileges, and obligations for signatory airlines to operate at Pensacola International Airport and establishes the rate-making methodology. The Use Agreement requires a long-term commitment by the airlines. The currently approved Use Agreement will go into effect on October 1, 2025 and will continue for a five-year term, with an optional five-year extension, ultimately ending on September 30, 2035.

For those airlines that wish to operate under a month-to-month arrangement, they may do so under the Airline Operating and Terminal Building Use Permit (referred to as a "Use Permit") for non-signatory airlines. The Airport's non-signatory airlines have operated under some form of a Use Permit since 1990. Like the signatory Use Agreement, the Use Permit sets forth the rights, privileges, and obligations for non-signatory airlines to operate at Pensacola International Airport and establishes the rate-making methodology. Many of the terms and

conditions follow those set forth in the signatory Use Agreement. However, for the ability to operate on a month-to-month basis rather than entering into a longer-term commitment, non-signatory airlines are subject to rates and fees thirty percent (30%) above those charged to the signatory carriers. Since the Use Permit follows many of the same terms and conditions as the recently updated signatory Use Agreement, the attached Airline Operating and Terminal Building Use Permit ("2025 Use Permit") has been updated to remain constant with the newly approved Use Agreement.

Together with the signatory Use Agreement, the non-signatory Use Permit has ensured the Airport's ability to cover its maintenance and operating costs and its ability to fund a Capital Improvement Account that provides the local matching dollars for Federal and State grants and covers major capital projects/purchases. Overall, the airline agreements have allowed the Airport to maintain full financial self-sufficiency with no reliance on the City's General Fund for support.

Any airline wishing to become a non-signatory airline will be subject to the same terms and conditions as presented in the attached Airline Operating and Terminal Building Use Permit.

Staff is requesting City Council approve the 2025 Use Permit in its proposed form, noting that there may be some immaterial changes prior to being finalized and executed by each airline. Such changes may include the exact space used for individual airline operations or further clarity of specific terms and conditions. Once approved, the Use Permit will go into effect on October 1, 2025 and will be used by any non-signatory airlines.

PRIOR ACTION:

September 27, 1990 - City Council adopted the Scheduled Airline Operating Permit for non-signatory airlines.

May 9, 1991 - City Council approved the Scheduled Airline Passenger Terminal Building Use Permit for non-signatory airlines.

December 18, 2003 - City Council approved a revision to the Scheduled Airline Operating Permit for non-signatory airlines.

February 8, 2018 - City Council adopted the Airline Operating and Terminal Building Use Permit for non-signatory airlines setting forth the rights, privileges, and obligations for operating at the Pensacola International Airport.

FUNDING:

N/A

FINANCIAL IMPACT:

The Use Permit establishes the non-signatory airline rate-making methodology for Pensacola International Airport. The FY 2026 Budget for the Airport incorporates the financial framework contained in the Agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Non-Signatory Airline Operating and Terminal Building Use Permit

PRESENTATION: No

NON-SIGNATORY AIRLINE OPERATING

AND

TERMINAL BUILDING USE PERMIT

by and between

THE CITY OF PENSACOLA, FLORIDA

and

DATE OF EXECUTION:

EFFECTIVE DATE:

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Exhibit C– Assigned Premises

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Exhibit E – Terminal Building Aircraft Parking Positions

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Exhibit G– Rental Car Service Facilities

Exhibit H– Capital Improvements Program

DRAFT

NON-SIGNATORY AIRLINE OPERATING AND TERMINAL BUILDING USE PERMIT

This Non-Signatory Airline Operating and Terminal Building Use Permit ("Permit"), made and entered into this ____ day of _____, 20____, by and between the City of Pensacola, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida (hereinafter referred to as "Permittee"):

WITNESSETH:

WHEREAS, City is the owner of Pensacola International Airport (hereinafter defined and referred to as "Airport" and more completely identified on Exhibit A attached hereto and made a part hereof), which is located in the City of Pensacola, Escambia County, Florida; and

WHEREAS, Permittee is engaged in the business of commercial Air Transportation as a Scheduled Air Carrier and is authorized by the United States Government to engage in such business; and

WHEREAS, Permittee desires to use the Airport and its facilities in the conduct of Permittee's business as a Scheduled Air Carrier; and

WHEREAS, City and Permittee have not entered into an agreement governing Permittee's operations at or use of the Airport; and

WHEREAS, City is willing to grant Permittee such rights, privileges, and services upon the terms and conditions and for the consideration hereinafter stated; and

WHEREAS, City and Permittee deem it desirable to issue this Permit setting forth the respective rights, privileges, obligations, and duties of the parties hereto and defining the rights,

services, and privileges granted and the terms, conditions, and consideration on which they are granted;

NOW, THEREFORE, for and in consideration of the Assigned Premises and the mutual covenants herein contained and the rents, fees, and charges to be paid by Permittee, it is agreed and understood by and between City and Permittee as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 DEFINITIONS

The capitalized terms used in this Permit shall have the meanings indicated in this Article 1 unless the context clearly indicates otherwise. Words used in this Permit in the present tense include the future as well as the present. Words used in the masculine gender include the feminine and neuter. The singular number includes the plural, and the plural includes the singular. The word "person" means a corporation, limited liability company, partnership or other legal entity, as well as a natural person. Additional words and phrases used in this Permit but not defined herein shall have the meanings set forth in the Bond Resolution (as defined below) or, if not so set forth, shall have their usual and customary meanings.

"Aircraft Arrivals" shall mean any aircraft arrivals at the Airport (including, without limitation, scheduled, charter, sightseeing, training, test, ferry, courtesy, and inspection flights, or any other flights) operated by an Air Transportation Company. Aircraft Arrivals shall not include any flight by aircraft owned or operated by the U.S. Government or flights that immediately return to the Airport because of mechanical, meteorological, or other precautionary reasons.

"Aircraft Parking Positions" shall mean the positions in the Airport's Apron Area designated on Exhibit E where aircraft are required to park in order to receive and discharge passengers.

"Air Transportation" shall mean the carriage of persons, property, cargo, or mail by aircraft to and/or from the Airport.

“Air Transportation Business” shall mean that business operated at the Airport providing Air Transportation, including all activities reasonably necessary to such operation. However, for the avoidance of doubt, the term “Air Transportation Business” does not include sale of ground handling and other services.

“Air Transportation Company” shall mean a legal entity engaged in an Air Transportation Business.

“Airport” shall mean Pensacola International Airport as it now exists or as it shall be or may be modified in the future, currently as shown on Exhibit A.

“Airport Budget” shall mean the Airport capital and operating budgets and allocated administrative costs prepared and periodically revised and updated by the Mayor and duly adopted by Pensacola City Council for a Fiscal Year.

“Airport Cost Centers” shall mean the following cost centers, which during the Term shall be used in accounting for Airport revenues and expenses and for calculating and adjusting certain rentals and fees described herein:

1. **“Terminal Building”** shall mean the terminal building serving the airlines as it now exists or as it may hereafter be reconstructed, modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibits A, B, C, and E.
2. **“Baggage Handling System”** shall mean the Baggage Handling System located in the Terminal Building that serves the airlines as it now exists or as it may hereafter be reconstructed, modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibit D.
3. **“Terminal Area”** shall mean the landside access roads and parking areas surrounding the Terminal Building, as such areas now exist or as they may hereafter be modified,

changed, or developed in accordance with the terms hereof, currently as shown on Exhibit A.

4. **“Airfield Area”** shall mean those areas of the Airport, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, that provide for landing and takeoff, taxiing, parking, or other operations of aircraft but excluding the Apron Area, Cargo Apron Area, and Remote Parking Area, currently as shown on Exhibit A.
5. **“Apron Area”** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, dedicated to parking, servicing, and ground handling of passenger aircraft at the Terminal Building, currently as shown on Exhibits A and E.
6. **“Cargo Apron Area”** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, dedicated to parking, servicing, and ground handling of cargo aircraft or other aircraft currently as shown on Exhibit F.
7. **“Loading Bridges”** shall mean the passenger loading bridges owned and maintained by City serving aircraft parked at the Gates as they now exist or as they may be modified, changed, or relocated from time to time, currently as shown on Exhibit E.
8. **“Rental Car Service Facilities”** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed, dedicated to rental car service facilities, currently as shown on Exhibit G.
9. **“Other Buildings and Areas”** shall mean those portions of the Airport not included in the preceding Airport Cost Centers, including the facilities, installations, and improvements thereon as they now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof.

“Airport Layout Plan” shall mean the plan, as it may be amended from time to time, required to be submitted by the Airport to the Federal Aviation Administration for review and acceptance showing the layout of the Airport and the current uses of the facilities at the Airport. The current version of the Airport Layout Plan is shown on Exhibit A.

“Airport Purposes” shall mean actions or undertakings by City reasonably relating to the development, operation, maintenance and preservation of the Airport for air commerce.

“Airport Revenue” shall mean all income, receipts, earnings, and revenues received by or accrued to City from the ownership or operation of the Airport, excluding, except to the extent deposited in the Airport Revenue Fund: (a) gifts, grants, and other funds that are restricted by their terms to purposes inconsistent with the payment of Operation and Maintenance Expenses or payment of Obligations; (b) net insurance proceeds, to the extent that the use of such net insurance proceeds is restricted to a use inconsistent with the payment of Operation and Maintenance Expenses or the payment of Obligations; (c) any transfer from the Capital Fund to the Airport Revenue Fund, except for transfers from the Prepaid Revenue Account; (d) revenues derived from or with respect to any Special Purpose Facility; (e) any gain from the sale, exchange, or other disposition of capital assets of the Airport; (g) any unrealized gains on securities held for investment by or on behalf of City; (h) any gains resulting from changes in valuation of any financial “SWAP” instruments; (i) any unrealized gains from the write-down, reappraisal, or revaluation of assets; (j) the proceeds of Obligations; (k) facilities construction credits; (l) Passenger Facility Charges unless specifically pledged by City; (m) Customer Facility Charges (except to the extent they are used to reimburse the Airport for rental car facility operating and maintenance expenses); (n) investment income derived from any moneys or securities that may be placed in escrow or trust to defease obligations; (o) any arbitrage earnings required to be paid to the United States of America pursuant to Section 148 of the United States Code; and (p) interest earnings or other investment earnings on any restricted funds for capital projects such as the Capital Investment Account and the Construction Fund established pursuant to any Bond Resolution unless otherwise provided in such Bond Resolution.

“Annual Debt Service Requirement” shall have the same meaning as defined in the Bond Resolution.

“Apron Area Requirement” shall mean the total costs and transfers allocated to the Apron Cost Center for each Fiscal Year as contained in Section 6.04(b)a.

“Assigned Premises” shall mean the Exclusive Use Space, Per Term Gates, Baggage Handling Space, Per Turn Cargo Apron Areas, Per Turn Remote Parking Apron, and Loading Bridges assigned by City to Permittee for its use.

“Baggage Claim Area” shall mean the areas, as they now exist or as they may hereafter be modified, changed or developed in accordance with the terms hereof, used by passengers for baggage claim and pick-up. The current Baggage Claim Area is shown on Exhibits C and D.

“Baggage Handling Areas” shall mean the areas supporting the Baggage Handling System as shown on Exhibit D as they now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof. The Baggage Handling Areas include the areas occupied by baggage conveyor systems, baggage screening areas, baggage makeup, tug lanes for transporting baggage, baggage breakdown areas, and the Baggage Claim Area as shown on Exhibits C and D.

“Baggage Handling System” shall mean the baggage handling system as it now exists or as it may hereafter be modified, changed or redeveloped in accordance with the terms hereof. The current Baggage Handling System is depicted on Exhibit D.

“Bond Resolution Funds” shall mean those funds and accounts established by and funded in accordance with the Bond Resolution and described herein:

- a. **“Airport Revenue Fund.”** All Airport Revenue derived from operation of the Airport is deposited as received into the Airport Revenue Fund. All moneys shall be used and applied in the priority indicated below.

- b. **“Rebate Fund.”** Amounts in the Rebate Fund shall be used to make payments to the United States Treasury in the amounts and at the times required by Section 148 of the Internal Revenue Code of 1986, as amended from time to time.
- c. **“Operation and Maintenance Fund.”** Amounts shall be used to make payments out of the Operation and Maintenance Fund by City from time to time for the necessary expenses for the maintenance, operation, repair, and ordinary replacement of the Airport.
- d. **“Bond Fund.”** Amounts shall be paid out of the Bond Fund from time to time as necessary for the payment of required interest and principal due on any Bonds outstanding and payable from Airport Revenue.
- e. **“Debt Service Reserve Fund.”** Amounts shall be paid out of the Debt Service Reserve Fund from time to time as necessary for the payment of interest and principal due on any Bonds outstanding and payable from Airport Revenue to the extent that other moneys are not available within the Bond Fund.
- f. **“Operation and Maintenance Reserve Fund.”** Amounts shall (1) be paid out of the Operation and Maintenance Reserve Fund for the necessary expenses for the maintenance, operation, repair, and ordinary replacement of the Airport to the extent that other moneys are not available in the Operation and Maintenance Fund for such purposes and (2) also be used to cure deficiencies in the Rebate Fund or the Bond Fund in accordance with the Bond Resolution.
- g. **“Renewal and Replacement Fund.”** Amounts shall (1) be paid out of the Renewal and Replacement Fund from time to time for the costs of unanticipated or emergency repairs, renewals, and replacements to the Airport and (2) also be applied to deficiencies in the Rebate Fund, Operation and Maintenance Fund, and the Bond Fund in accordance with the Bond Resolution.

- h. **“Subordinate Securities Fund.”** Amounts shall be paid out of the Subordinate Securities Fund from time to time as necessary for the payment of any Obligations of the Airport payable from Airport Net Revenues junior and subordinate to the Bonds.
- i. **“Capital Fund.”** Amounts in the Capital Fund shall be available for any lawful Airport purpose as permitted by the Bond Resolution and shall be applied during the term of this Permit in the following priority:
 - a. **“PFC Capital Account.”** Amounts shall be paid out for PFC approved Pay/Go projects and debt service on bonds, loans, or notes the proceeds of which were used to pay the cost of PFC approved projects.
 - b. **“Customer Facility Charge Capital Account.”** Amounts shall be paid out from time to time for rental car “Pay/Go” capital projects, maintenance and operation expenses allocable to rental car facilities, and debt service on bonds, loans, or notes the proceeds of which were used to pay the costs of rental car facilities.
 - c. **“Capital Improvement Account.”** Amounts shall be paid out of the Capital Improvement Account from time to time for Capital Improvements at the Airport.
 - d. **“Prepaid Revenue Account.”** The balance in the Prepaid Revenue Account, after deducting for deposits to the Cash Reserve Account, shall be transferred to the Airport Revenue Fund at the beginning of each Fiscal Year and used as a credit in calculating the Landing Fee rate for Signatory Airlines.
 - e. **“Cash Reserve Account”** is funds set aside to improve the Airport’s Bond Rating with an initial amount of \$3,000,000 plus accumulated interest by ensuring sufficient reserves to cover deficits that may result in the Airport Revenue Fund.

“Bonds” shall mean Airport Revenue Bonds as authorized by the Bond Resolution, both serial and term, heretofore and hereafter issued by City or any other similar or substitute debt financing instrument (including but not limited to notes, certificates, and commercial paper) which may or may not be junior or subordinate to Airport Revenue Bonds that might be issued and secured by Airport Revenue.

“Bond Resolution” shall mean Resolution No. 2025-53, adopted September 11, 2025, as it has been or may be amended or supplemented from time to time, and any other resolution of City regulating or authorizing the issuance of Bonds, as amended or supplemented from time to time, other than Special Purpose Facility Bonds, payable from Airport Revenue.

“Business Privilege Fee” shall mean a nondiscriminatory fee levied on any person or company for the privilege of conducting business at the Airport and included in the Airport Budget in accordance with the procedures set out in Section 17.05 below. The Business Privilege Fee shall be based on a percentage of gross revenues derived by third party contractors or Permittee, as the case may be. Permittee’s Air Transportation Business at the Airport shall not be subject to the Business Privilege Fee. Permittee’s ground handling and other services is not subject to the Business Privilege Fee.

“Capital Improvement” shall mean any single item having a cost of at least Two Hundred Fifty Thousand Dollars (\$250,000) and a useful life in excess of five (5) years, acquired, purchased, or constructed to improve, maintain, or develop the Airport as well as any extraordinary or substantial expenditure whose object is to preserve, enhance, or protect the Airport.

“Capital Outlay” shall mean equipment and capital outlays for individual items costing less than two hundred fifty thousand dollars (\$250,000) and with a useful life of five (5) years or less.

“Cargo Apron Area Requirement” shall mean the total costs and transfers allocated to the Cargo Apron Area Cost Center for each Fiscal Year as contained in Section 6.06a.

“Chargeable Landings” shall mean all Revenue Landings and Non-Revenue Landings at the Airport.

“Customer Facility Charges” or “CFCs” shall mean charges collected or to be collected by the rental car companies and remitted to City pursuant to the Airport Rental Car Concession Agreement and the Rental Car Policy in the City Code. CFCs are not Airport Revenue and are dedicated for paying the capital and operating costs of rental car facilities. This term includes interest earnings on Customer Facility Charge proceeds.

“Debt Service” shall mean any principal, interest, premium, and other fees and amounts either paid or accrued for Bonds, and such other accounts which may be established for payment of principal, interest, premium and other fees and amounts associated with the Obligations due and expected to be due during the Fiscal Year, excluding interest payable from capitalized interest.

“Deplaned Passenger” shall mean any passenger disembarking aircraft at the Airport.

“Director” shall mean the Airport Director, being the person currently authorized by the Mayor to exercise functions with respect to the rights and obligations of City under this Permit or such other person or persons authorized by the Mayor from time to time to exercise functions with respect to the rights and obligations of City under this Permit. The term also includes any person expressly designated from time to time by the Director or the Mayor to exercise functions with respect to the rights and obligations of the Director under this Permit.

“Effective Date” shall mean the Effective Date stated on the first page of this Permit and the time stated in Section 2.01, which is the date and time upon which this Permit shall become effective pursuant to Section 2.01.

“Enplaned Passengers” shall mean any passenger boarding aircraft at the Airport.

“Environmental Laws” shall mean, collectively, all applicable federal, state, water management district, and local environmental, land use, occupational safety, and health laws, rules, regulations,

and ordinances, and common law, applicable to City, the Airport, the Assigned Premises, or Permittee , including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any applicable rule or regulation pursuant thereto, and any other present or future applicable law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing any environmental, safety, or health issue of or by the federal government, the State of Florida, or a political subdivision thereof, or any agency, court, or body of the federal government or the State of Florida or a political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions.

“Exclusive Use Space” shall mean the space leased under this Permit by City to Permittee for Permittee’s exclusive use, currently as shown on Exhibits B and C.

“FDOT” or “Florida Department of Transportation” shall mean the executive agency that is charged with the establishment, maintenance, and regulation of public transportation in the State of Florida, presently known as the Florida Department of Transportation, and any agency of the State of Florida that succeeds to the rights, responsibilities, and jurisdiction of the Florida Department of Transportation with respect to airports.

“FAA” or “Federal Aviation Administration” shall mean the Federal Aviation Administration created by the federal government under the Federal Aviation Agency Act of 1958 or such similar federal agency as may from time to time have similar jurisdiction over Permittee or its business.

“Fiscal Year” shall mean the twelve (12) month period beginning October 1 of any year and ending September 30 of the following year or any other period adopted by City as its fiscal year for its financial affairs.

“Gate” shall mean each portion of the Terminal Building consisting of a Passenger Holdroom and the associated Apron Area and Loading Bridge.

“Ground Handling Services” shall mean cabin services, aircraft catering, ramp services, refueling, passenger services, and field operations services.

“Hazardous Substances” shall mean any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are regulated by Environmental Laws.

“Landed Weight” shall mean the maximum gross certificated landed weight, in thousand (1,000) pound units, that Aircraft Arrivals operated by Permittee is authorized by the FAA to land at Airport, as recited in each Permittee’s flight manual governing that aircraft type. For all Landed Weight computations, said sum shall be rounded up to the nearest thousand (1,000) pound unit.

“Landing Fee” shall mean a fee expressed in tenths of a cent per thousand pounds of the Landed Weight of each type of Permittee’s aircraft and shall be multiplied by the total of all Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by Permittee.

“Loading Bridge” shall mean a moveable, enclosed connector that extends from the airport terminal gate to an aircraft's door for the purposes of passengers boarding or disembarking an aircraft directly to or from the Terminal Building

“Loading Bridge Requirement” shall be defined as the total costs and transfers allocated to the Loading Bridge Cost Center for each Fiscal Year pursuant to Section 6.04(c)a.

“Operation and Maintenance Expenses” shall, as further described in the Bond Resolution, mean City’s annual expenses of maintaining, operating, repairing, and administering the Airport, including City overhead reasonably allocable to the Airport; taxes, and assessments, if any; and expenses for defending, settling, or satisfying litigation, as set forth in the Airport Budget determined in accordance with generally accepted accounting principles. The categories of overhead expense allocable by City to the Airport shall also be determined in accordance with generally accepted accounting principles.

“Mayor” shall mean the elected officer serving as the Chief Executive of the City of Pensacola, Florida, pursuant to its charter.

“Net Terminal Building Requirement” shall mean the Terminal Building Requirement less the estimated amount of revenues from the Terminal Building food & beverage concession, the Terminal Building news & gift concession, Terminal Building advertising, TSA Terminal Building rent, and TSA’s law enforcement officers reimbursement (if any) for each Fiscal Year as described in Section 6.03b.

“Non-Airline Revenues” shall mean those rentals, fees, charges and other income received by the City from all Airport operations including income from lessees, permittees, concessionaires, users, and patrons other than Air Transportation Companies.

“Non-Revenue Landing” shall mean any aircraft landing by Permittee at the Airport for a flight for which Permittee receives no revenue, and shall include irregular and occasional ferry or emergency, which shall include any flight, that after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

“Non-Signatory Airline” shall mean Permittee and any Air Transportation Company who is providing Air Transportation to and from the Airport that has not executed an Airline Operating Agreement and Terminal Building Lease in the form and substance approved by the City on or about September 11, 2025, to which the City is a party. Notwithstanding any contrary provision in this Permit, the minimum Non-Signatory Airline rates and charges shall be not less than one hundred thirty percent (130%) of the rates and charges for Signatory Airlines. For the avoidance of doubt, the Permittee is a Non-Signatory Airline.

“Non-Signatory Landing Fee” shall mean a fee which is not less than one hundred thirty percent (130%) of the Signatory Airlines Landing Fee rate. The Non-Signatory Landing Fee is expressed in one thousand (1,000) pound units of Landed Weight of each type of the Non-Signatory’s Airline aircraft and will be multiplied by the total of all Landed Weight for all of the Non-Signatory Airline’s landings at the Airport for the Fiscal Year.

“Obligations” shall mean any debt or obligation of City with respect to the Airport, including any Bonds issued pursuant to the Bond Resolution or other issuing instrument, as applicable.

“Passenger Facility Charges” or “PFCs” shall mean those charges due and payable to City pursuant to the authority granted to City by 49 U.S.C. Section 40117 and 14 Code of Federal Regulations (CFR) Part 158, as amended from time to time, in respect of any component of the Airport and interest earnings thereon, net of amounts that collecting air carriers are entitled to retain for collecting, handling, and remitting such PFC revenues.

“Passenger Holdrooms” shall mean the passenger waiting rooms located inside the Terminal Building adjacent to the associated Apron Area Aircraft Parking Position.

“Permit” shall mean this Airline Operating and Terminal Building Use Permit between City and Permittee, as the same may be amended, modified or altered from time to time pursuant to the terms hereof.

“Permittee” shall mean the entity that has executed this Permit and is identified in the first paragraph of this Permit.

“Personal Property” shall mean the equipment, inventory, furniture, trade fixtures, and supplies owned or leased by Permittee, and installed or used at the Airport in accordance with this Permit in the conduct of Permittee’s Air Transportation Business, which is removable without material permanent injury or damage to the Assigned Premises or any other portion of City-owned property.

“Reasonable Wear and Tear” shall mean the deterioration resulting from normal use and that could not be prevented by routine maintenance.

“Remote Parking Area” shall mean those Aircraft Parking Positions designated for the parking of aircraft that cannot be accommodated at the Terminal Building, Apron Area or the Cargo Apron Area as set forth on Exhibit A. From a financial management standpoint, the Remote Parking Area is in the Other Buildings and Areas Cost Center.

“Revenue Landing” shall mean any aircraft landing by Permittee at the Airport for which Permittee receives revenue.

“Rules and Regulations” mean those lawful and reasonable rules and regulations promulgated by City or the Director for the orderly use of the Airport or its facilities by both the Air Transportation Companies and other Airport tenants and users utilizing same pursuant to an agreement with City, as same may be amended, modified, or supplemented from time to time after reasonable notice to airlines; provided, however, that such Rules and Regulations do not conflict with the applicable provisions of federal, local or state law or the provisions of this Permit or increase Permittee’s obligations under this Permit.

“Scheduled Air Carrier” shall mean any Air Transportation Company performing or desiring to perform, pursuant to published schedules, seasonal or non-seasonal commercial Air Transportation services over specified routes to and from the Airport and holding the necessary certificates or other authorization from the appropriate federal or state agencies to provide such transportation.

“Signatory Airline” shall mean any Air Transportation Company providing Air Transportation to and from the Airport that has executed an Airline Operating Agreement and Terminal Building Lease in the form and substance approved by the City on or about September 11, 2025, to which the City is a party.

“Special Purpose Facility” shall mean capital improvements or facilities located on any property owned or leased by City and located at Airport that are financed by the issuance of Special Facilities Revenue Bonds, bank loans, note, or other debt instruments or financing mechanisms.

“Special Facilities Revenue Bonds” shall mean bonds, bank loans, notes, other debt instruments or financing mechanisms and other debt of City which is secured by and payable solely from rentals or other charges derived by City under a lease, sale or other agreement (or any document securing the same) between City and the person, firm or corporation utilizing the Special Purpose Facilities financed thereby.

“SWAP” shall mean a derivative agreement that includes, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap or exchange agreement, currency swap agreement, forward payment conversion agreement or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors or caps, options, puts or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate or other financial risk; and (v) any other type of contract or arrangement that City entering into such contract or arrangement determines is to be used, or is intended to be used, to manage or reduce the cost of Obligations incurred or anticipated to be incurred, to convert any element of Obligations incurred or anticipated to be incurred from one form to another, to maximize or increase investment return, to minimize investment return risk or to protect against any type of financial risk or uncertainty and, in each case, which is designated by City as a Swap for purposes of this Permit.

“TSA” shall mean the Transportation Security Administration of the Department of Homeland Security, or its authorized successor.

“Term” shall mean the period of time during which Permittee’s activities at the Airport shall be governed by this Permit. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 2.

“Terminal Building Requirement” shall be the total allocated costs and transfers of the Terminal Building Cost Center calculated each Fiscal Year as contained in Section 6.03a.

“Total Landed Weight” shall mean the sum of the aggregate Landed Weights for aircraft arrivals over a stated period of time. Said sum shall be rounded up to the nearest thousand (1,000) pound unit for all Landing Fee computations.

“Total Space” shall mean the total square feet in the Terminal Building.

“Turn ” shall mean an aircraft arrival at the Airport and the departure of that same aircraft from the Airport.

Section 1.02 CROSS-REFERENCES

All references to articles, sections, and exhibits in this Permit relate to material in this Permit, unless specifically noted otherwise.

END OF ARTICLE

ARTICLE 2. TERM

Section 2.01 TERM

This Permit shall become effective at 12:01 a.m. Central Time, on the Effective Date and continue for one year unless sooner terminated. Unless sooner terminated, this Permit shall continue thereafter on a year-to-year basis. Either party shall be entitled to terminate this Permit for convenience by giving not less than thirty (30) days' advance written notice to the other party.

Section 2.02 PRIOR PERMITS AND LEASES

All permits, agreements and leases between Permittee and City related to the subject matter hereof, written or verbal, other than this Permit, shall be deemed terminated on and as of the Effective Date.

Section 2.03 PERMITTEE'S RIGHTS UPON TERMINATION OF PERMIT

Upon termination of this Permit, all Permittee's rights, authority, and privileges to use the Assigned Premises, services, and facilities of the Airport as herein granted shall cease, unless otherwise agreed by Director in writing or governed by a general operating ordinance of City.

Section 2.04 SURRENDER OF ASSIGNED PREMISES

Upon termination of this Permit, Permittee shall surrender the Assigned Premises to City in substantially the same condition as such Assigned Premises were in on the Effective Date of this Permit, excepting, however, (a) Reasonable Wear and Tear, (b) damage by fire or other casualty not required by this Permit to be repaired by Permittee, its agents or employees, or by condemnation, (c) conditions existing prior to Permittee's occupancy of Assigned Premises, (d) City's maintenance and repair obligations, and (e) acts of God or the public enemy.

Except as otherwise provided in this Article, Permittee's Personal Property shall remain the property of Permittee unless otherwise provided in subsequent agreements between Permittee and City and Permittee shall have the right at any time during the Term of this Permit and prior to its expiration or early termination to remove all of its Personal Property from the Assigned Premises

or Airport. Permittee agrees to repair or pay for all damages and repairs, if any, resulting from or necessitated by such removal. All City property damaged by or as a result of the removal of Permittee's property shall be restored by Permittee at Permittee's expense to the same condition as, or better condition than, it was prior to such damage, Reasonable Wear and Tear excepted.

All Personal Property not removed by Permittee within thirty (30) days after the expiration or early termination of this Permit shall be conclusively deemed to be abandoned property (provided that Permittee and City do not enter into subsequent agreement for Permittee to continue operating at the Airport). Permittee hereby authorizes the Director to remove and dispose of its abandoned Personal Property. Permittee agrees to reimburse City, promptly upon demand, for the cost of removing and disposing of its abandoned property.

Permittee 's obligations under this Section 2.04 shall survive the expiration or early termination of this Permit.

END OF ARTICLE

ARTICLE 3. ASSIGNED PREMISES

The Assigned Premises consist of the Exclusive Use Space as more particularly described in Exhibits B, C, D and E attached hereto and made a part hereof for all purposes. Permittee hereby accepts Assigned Premise from City, and City hereby assigns to Permittee, the Assigned Premises for the uses and purposes set forth below and for no other use or purpose without the Director's prior written consent. Exhibits B, C, D and E can be changed from time-to-time based on changes to the Assigned Premises of Permittee that are approved by Permittee and the Director or otherwise permitted hereunder.

Section 3.01 PERMITTEE ASSIGNED PREMISES

The Permittee Assigned Premises consist of the following categories of space:

Section 3.01 (a) Exclusive Use Space

The following are the categories of Exclusive Use Space and the permitted uses of the space:

1. Ticketing
 - a. For reserving space and selling, transferring, issuing, changing, and providing other services related to tickets for Air Transportation of passengers and the processing of small package delivery by Permittee.
 - b. For furnishing information to such passengers and the general public.
 - c. For checking baggage of Permittee's Enplaned Passengers.
 - d. For handling lost and found articles.
2. Ticket Offices
 - a. For administrative, customer service, and other office purposes in connection with Permittee's Air Transportation Business.
 - b. For passenger and customer relations.
 - c. For handling lost and found articles.
3. Operations
 - a. For Permittee operations office.
 - b. For a baggage hold area.
 - c. For storage of equipment and catering supplies.
 - d. For crew space and weather, dispatch, and communications functions.
 - e. For handling lost and found articles.

4. Baggage Services Offices

- a. For storage of, and processing claims for, mishandled, damaged, or misplaced baggage.
- b. Unclaimed baggage must be stored in designated areas in the baggage service offices.
- c. For other services related to baggage.

Section 3.01 (b) Per Turn Use Space and Equipment

For each flight by Permittee to or from the Airport, City will assign to Permittee for its use the following categories of space and equipment. Pursuant to Article 5, Permittee will pay City Per Turn use fees for the use of such space and equipment by Permittee.

1. Passenger Holdrooms

- a. For selling, issuing, changing, and collecting passenger tickets and for issuing seat assignments.
- b. For a waiting area for passengers boarding an aircraft.
- c. For check-in passengers and Gate check-in of baggage.
- d. For furnishing information to passengers and the general public.
- e. For installing and displaying Permittee corporate identification on the check-in podium and background screen.

2. Loading Bridges

- a. For aircraft passenger boarding and deboarding.
- b. For aircraft boarding of Permittee personnel, contractors, and furnishers of services.
- c. For providing Permittee's aircraft with air-conditioning and 400 Hz and 28 volts ground power.

3. Apron Area

- a. For the proper parking of one aircraft per Gate in a manner that will not impede the movement of aircraft and ground equipment of other airlines, including for overnight parking.
- b. For loading and unloading of passengers, cargo, and mail.
- c. For servicing of aircraft with ground equipment.

4. Remote Parking Area

1. For the parking of aircraft in assigned areas in a manner that will not impede the movement of aircraft and ground equipment of other airlines.
2. For servicing of aircraft.
3. Not for loading and unloading of passengers.

5. Cargo Apron Area:

- a. For the parking of aircraft in assigned areas in a manner that will not impede the movement of aircraft and ground equipment of other airlines.
- b. For loading and unloading of cargo and mail.
- c. For servicing of aircraft.

Section 3.01 (c) Baggage Handling Space and Equipment

The Baggage Handling Space and Equipment consists of the Baggage Handling Areas and Equipment in the Terminal Building all as more particularly shown on Exhibit B.

Section 3.02 SELF-TICKET MACHINES

Permittee self-ticket machines shall only be installed, operated, or maintained with the prior written approval of the Director, and will be installed within Permittee's Assigned Premises in specific locations as approved by the Director.

Section 3.03 SHARED SPACE

City reserves the right to require Permittee from time to time, upon written notice from the Director, to share all or any portion of the Exclusive Use Space designated for Ticketing, as shown in Exhibit C, with other Air Service Transportation Companies. Should Permittee be required to share all or any portion of such Exclusive Use Space, an equitable adjustment to the Permittee's rents for such shared Exclusive Use Space in the Terminal Building will be determined by the City. If Permittee is required to share Exclusive Use Space, Permittee's Exhibit C will be modified to reflect such change in writing. City shall make commercially reasonable efforts to accommodate demand for Ticketing space with available Ticketing space prior to requiring Permittee to share space.

Section 3.04 TRANSITION SPACE

Permittee acknowledges and agrees that at various times during the Term of this Permit, Permittee may be required, upon written notice from the Director, to relocate to and operate out of space different from that shown in Exhibit C to facilitate the construction of projects or installation of fixtures and equipment. Such relocation shall be at the cost of the City. If Permittee is required

to temporarily relocate to and operate out of different space, Permittee's Exhibit C will be temporarily modified to reflect such transition change in square footage and space location in writing. Best efforts will be made to relocate Permittee to space of a comparable size and finish. If Permittee did not request the transition move, Permittee shall not pay for more square footage than what is leased to Permittee under this Permit prior to the transition period during the transition period.

Section 3.05 EMPLOYEE PARKING

The City will make reasonable efforts to make area(s) available to Permittee and its Airport employees for employee parking. The Permittee's employees shall have the right to use the vehicular parking facilities at the Airport, in common with employees of other airlines, tenants, and Airport-related services, and such area(s) shall not be used for storage of vehicles or trailers and are subject to applicable City's Rules and Regulations. Use of the employee parking facilities is subject to the payment of such employee parking fees as may be established from time to time by the Director after review and discussion with the airlines. Such facilities shall "Well-Lit" and located in an area designated by the Director. Well Lit is defined as lit to the same standard as non-structural public parking at the Airport.

Permittee shall, on request of the Director, provide verification that it is only providing parking for its own employees employed at the Airport.

Section 3.06 REGIONAL/COMMUTER OPERATIONS

- a. To the extent practical, aircraft that are capable of connecting to a loading bridge must use a Aircraft Parking Position equipped with a loading bridge for the enplaning and deplaning of passengers.
- b. Aircraft that are not capable of connecting to a loading bridge will use those areas of the Apron Area designated by the City and will be accessed from the ramp level through commuter facilities unless otherwise approved by the City.

END OF ARTICLE

ARTICLE 4. USES OF THE AIRPORT

Section 4.01 PERMISSIBLE USES

Subject to the terms and provisions of this Permit and lawful ordinances of City, and the Rules and Regulations, Permittee, by paying all rents, fees, and charges due and otherwise complying with all terms of this Permit, shall be entitled to the use the Airport, in common with other duly authorized users of the Airport, for the sole purpose of providing Air Transportation. Such use may include the following purposes:

1. The operation of an Air Transportation Business by Permittee .
2. The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, delivering fuel to aircraft, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of or operated by Permittee or others, including the right to provide or handle all or part of the operations or services of such others.
3. Nothing herein shall restrict the Director from levying a Business Privilege Fee for operations handled by Permittee on behalf of others or service provided to others. Permittee shall pay City a Business Privilege Fee as established by the Director pursuant to Section 17.07 below based on the gross revenues derived by Permittee from such others. Services provided to Permittee by third-party contractors will be subject to the Business Privilege Fee.
4. The sale of tickets, documentations of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of conveyance as Permittee may desire to use in the operation of its Air Transportation Business. Any ground commercial carrier (including Permittee, except for such ground transportation as Permittee may provide solely for the benefit of its employees and passengers without charge) regularly transporting persons or their baggage to and from the Airport shall first secure and thereafter hold a valid permit, lease, license, or other agreement with City for the right to carry persons or their baggage to and from the Airport and shall pay City such rentals, fees, and percentages of the fares of such ground transportation commercial carrier for such right, as City or the Director may set by agreements, ordinances, or Rules and Regulations.

5. The training of personnel in the employment of or to be employed by Permittee and the testing of aircraft and other equipment utilized at the Airport in the operation of Permittee's Air Transportation Business; provided, however, that said training and testing shall be incidental to the use of the Airport in the operation by Permittee of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to use of same. The Director may restrict or prohibit such training and testing operations if, in the Director's reasonable discretion, the Director deems them to interfere with the use of the Airport. Flight training and testing of aircraft and other equipment shall be undertaken by Permittee only with the prior written approval of the Director, and to the extent permitted by, and subject to, the Rules and Regulations.
6. The purchase of Permittee's requirements of Personal Property or services, including fuel, lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Permittee from any person or company of Permittee's choice, and the making of agreements with any person or company of Permittee's choice for services to be performed for Permittee that are incidental to the operation of Permittee's Air Transportation Business. Storage of fuel at the Airport is not permitted by this Permit, but Permittee and the Director, on behalf of the City, may negotiate a separate agreement regarding the storage of fuel at the Airport. Nothing herein shall restrict the Director from levying a Business Privilege Fee on any person or company for conducting business at the Airport. Permittee, related organizations and subsidiaries' engaged in the sale of Ground Handling Services, other services, and goods to other Air Transportation Companies and organizations shall be subject to the Business Privilege Fee. Permittee and City agree that the proceeds from the Business Privilege Fee constitute Airport Revenue and may only be used for Airport purposes.
7. The sale, disposal, and exchange of Permittee's aircraft, engines, accessories and other equipment, and materials or supplies, provided that such right shall not be construed as authorizing the conduct of a separate regular business by Permittee, but as permitting Permittee to perform only such functions as are incidental to the operation of its Air Transportation Business at the Airport.
8. The servicing by Permittee, or by its suppliers of materials or furnishers of services, of aircraft and other equipment operated by Permittee, including the provision of line maintenance or

other materials or supplies, on Exclusive Use Space or at assigned Gates or other locations designated by the Director.

9. The installation and operation of identifying signs, posters, and graphics on Permittee's Exclusive Use Space, subject to the prior written approval of the Director. Such signs shall be substantially uniform in size, type, and location with those of other airlines, consistent with the Airport's graphic standards, the Rules and Regulations, and in compliance with all applicable laws and ordinances.
10. The installation, maintenance, and operation of such radio, meteorological, and aerial navigation equipment and facilities at suitable locations on the Airport as may be necessary or convenient in the opinion of Permittee for its operations; provided that: (i) the location of such equipment and facilities shall be subject to the prior written approval of the Director; (ii) the use and location of such equipment and facilities shall not conflict with other equipment and facilities at the Airport; and (iii) the use and location of such equipment and facilities on the Airport shall be subject to the payment of standard rental rates established for such use.
11. The installation, maintenance, and operation of computer data lines, non-revenue generating Wi-Fi networks, telephone communications equipment, associated cables, associated conduits, and telephone communications switchgear and support computers at suitable locations on the Airport as may be necessary or convenient in the opinion of Permittee for its operations; provided that: (i) the location of such equipment shall be subject to the prior written approval of the Director; (ii) the use and location of such equipment shall not interfere with the use of other equipment on the Airport; (iii) the use and location of such equipment, except for cables, on the Airport shall be only in Exclusive Use Space for which rents, fees and charges are being timely paid by Permittee pursuant to this Permit; (iv) all cables are installed in conduits, and when such cables are no longer needed, they are promptly removed by Permittee without damage to the space and the conduits are also promptly removed by Permittee if so required by the Director; and (v) all installation and/or removal is performed in accordance with the Airport's telecommunications infrastructure and security requirements.
12. The installation, maintenance, and operation of passenger clubs, lounges, or VIP rooms in Permittee's Exclusive Use Space, subject to the approval of the Director and provided that such right shall not be construed as authorizing the conduct of a separate regular business by

Permittee, but as permitting Permittee to perform only such functions as are incidental to the conduct or operation of its Air Transportation Business.

13. Permittee will require its contractors to obtain required permits from the Director and pay Business Privilege Fees promptly.
14. The storage and parking of equipment, baggage and cargo equipment, and vehicles, but only at such locations as specifically designated by the Director.
15. The maintenance and repair of equipment and vehicles, but only at such locations as specifically designated by the Director.

Section 4.02 RESTRICTIONS

In connection with the exercise of Permittee's rights under this Permit, Permittee or any of its agents, employees, directors, officers, contractors, invitees, licensees, or representatives shall not do any of the following, notwithstanding any contrary provision in this Permit:

1. Do or permit its agents, employees, directors, or officers to do anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
2. Do anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
3. Keep or store, at any time, flammable or combustible liquids except in accordance with federal, State, and City laws, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Permit, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.
4. Do anything that may be in conflict with 14 CFR Part 139 Airport Certification as that regulation may be amended from time to time, or jeopardize the operating certificate of the Airport.
5. Do anything that may be in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved security plan for the Airport.

6. Permit any amusement machine, vending machine, public pay telephone, facsimile machine, copy machine, or other machine operated by coins, tokens, or credit cards to be installed or maintained in any publicly accessible area without the express written determination of the Director in his discretion. Permittee or its nominee may, however, install, maintain, and operate vending machines in Permittee's Exclusive Use Space not accessible to the public for the purpose of providing and making available foods, beverages and sundry food items to Permittee's employees only.
7. Provide commercial ground transportation services to any person upon payment of any fee or charge. However, Permittee is expressly excluded from the requirements of any Rules and Regulations promulgated, so long as this ground transportation is provided free of any fee or charge to any passenger (as a result of irregular operations) or employee.
8. Dispose of or permit its agents, employees, directors or officers to dispose of any waste material taken from or products used (whether liquid or solid) with respect to its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products first be properly treated by equipment installed with the approval of the Director for that purpose. Such disposal shall take place only after receipt by Permittee of written permission from the Director.
9. Perform aircraft engine run-ups except at locations and during time periods approved in writing in advance by the Director.
10. Enter into activities that compete with City in City's development of any Non-Airline Revenue from Airport passengers, tenants, and other users. Should the Director allow Permittee to engage in non-airline business activities not specifically permitted in this Permit, the Director may levy a Business Privilege Fee.

Section 4.03 INGRESS AND EGRESS

Subject to the other provisions hereof and to the Rules and Regulations, and laws and regulations of federal authorities such as the TSA or the Department of Homeland Security, the following privileges of ingress and egress with respect to the Airport are hereby granted:

1. For Permittee, its agents, employees, contractors, and subcontractors access to the Exclusive Use Space, Baggage Handling Areas, and Baggage Handling System areas and to space used

by Permittee in common with other airlines. This right shall extend to Permittee's aircraft, vehicles, machinery, and equipment used in its Air Transportation Business.

2. For Permittee's passengers, guests, and invitees, access to the public facing Exclusive Use Space and to other Airport areas provided for the use of Permittee's passengers, guests, and invitees in common with those of other airlines, and to public facilities.
3. For Permittee's suppliers of materials and furnishers of service, access to the Exclusive Use Space and Baggage Handling Areas.

The ingress and egress provided for above shall not be used, enjoyed, or extended to any person, airline, or vehicle engaging in any activity or performing any act or furnishing any service for or on behalf of Permittee that Permittee is not authorized to engage in or perform under the provisions hereof unless expressly authorized by the Director.

Section 4.04 CONCESSION SERVICES RIGHTS RESERVED BY CITY

Except as otherwise expressly provided herein, City reserves the exclusive right to itself, its agents, and its contracted third parties (including franchisees of other companies) to operate all concession services (including, but not limited to, food/beverage and news/gift concessions, specialty retail shops and carts, vending machines, pay telephones, facsimile machines, and other voice and data telecommunications systems, advertising displays, baggage lockers, and baggage carts) in the Terminal Building, including the Assigned Premises, such as Passenger Holdrooms and Loading Bridge interiors and exterior areas, and to retain the revenue therefrom; provided, however, that City agrees that no concession services shall be located or operated by City or its nominees in any Exclusive Use Space without prior notice to Permittee.

City shall operate all concessions and provide such other services (with reasonable consideration to requests made by Permittee) for scheduled airline passenger operations at the Airport, as it deems necessary or appropriate.

The distribution, serving or sale of food and/or beverages (including alcoholic beverages) meant to be consumed aboard Permittee 's aircraft by Permittee or its in-flight catering provider shall be limited to Permittee 's passengers who are in the passenger Loading Bridge or entrance to the

passenger Loading Bridge and in the process of boarding Permittee's aircraft, unless in Permittee's clubroom, otherwise agreed in writing by the Director, or in the event of irregular operations as described above and below. The provisions of this Section notwithstanding, all distribution of alcoholic beverages shall comply with applicable laws.

Permittee may provide food and beverages, at no cost, to Permittee's customers and passengers in the assigned Passenger Holdrooms during irregular operations. For purposes of this section irregular operations are defined as situations in which actual flight operations vary materially from schedule flight operations. The provision of food and refreshments during irregular operations are not subject to the Business Privilege Fee discussed above so long as food and beverages are disseminated by Permittee to Permittee's ticketed passengers at no charge.

Except as expressly allowed in this Section or approved in writing by the Director, all other serving, distribution or sale of food or beverages by Permittee at the Airport is prohibited.

Section 4.05 GROUND HANDLING SERVICES BY PERMITTEE OR OTHERS

Permittee may contract with or receive from other airlines serving the Airport or other companies Ground Handling Services (both above and below the wing services) for Permittee's aircraft, provided that Permittee provides advance written notice to the Director (or his designated representative) of such arrangements and uses reasonable efforts to ensure that such other airline or other company shall have entered into an operating permit or agreement or other similar contract with City prior to commencing Ground Handling Services with Permittee.

If the Permittee receives Ground Handling Services from a Ground Handling Services provider, it will require provider to pay the City monthly an amount equal to ten (10.0%) of the gross amount invoice by the provider to Permittee for Ground Handling Services. If the provider does not pay the Business Privilege Fee to the City when due, the amount due will become an Additional Rent obligation of Permittee under this Permit. Nothing herein shall restrict City from requiring the service provider to have a Permit with City, and City levying a Business Privilege Fee for Ground Handling Services on any person or company (including Permittee when Permittee is providing these services at the Airport.).

Subject to the Permittee's payment of the Business Privilege Fee, Permittee may provide Ground Handling Services to aircraft of other airlines operating at the Airport provided that Permittee provides advance written notice to the Director (or his designated representative) of such arrangements and uses commercially reasonable efforts to ensure that such other airline has entered into an operating permit or agreement or similar contract with City prior to conducting its operations at the Airport. Permittee's insurance, as required in this Permit, shall provide insurance coverage for such Ground Handling Services.

Section 4.06 REMOVAL OF DISABLED AIRCRAFT

Upon release of Permittee's disabled aircraft by the proper authorities, Permittee shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and Gate positions) and place any such disabled aircraft in such storage area as may be designated by the Director.

Permittee may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Director. If Permittee fails to remove any of its disabled aircraft promptly in accordance with this Section, the Director may, but shall not be obligated to, cause the removal of such disabled aircraft with trained personnel. However, City's election to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Permittee agrees to reimburse City for all costs of such removal.

Alternatively, at the discretion of Permittee, the disabled aircraft can be stored at an off-Airport location.

SECTION 4.07 PERMITTEE PRECAUTIONS

Precaution shall be exercised at all times by Permittee for the protection of all persons, including employees, and property. Permittee shall take reasonable steps to detect hazardous conditions and shall take prompt action where loss control/safety measures shall reasonably be expected.

END OF ARTICLE

ARTICLE 5. RENTS AND FEES

Section 5.01 CONSIDERATION

In consideration for use of the Assigned Premises, facilities, rights, and privileges granted hereunder and for the undertakings of City, Permittee agrees to pay City during the Term of this Permit, without deduction or set-off, those certain rents, fees, and other charges as set forth in this Article and as recalculated from time to time according to the procedures of Article 6 hereof.

Section 5.02 PERMITTEE TERMINAL BUILDING RENTS

Permittee shall pay City for its Exclusive Use Space in the Terminal Building monthly rent based on the annual rental rates for areas calculated each Fiscal Year in accordance with Article 6 hereof. Should Permittee be required to share any portion of such Exclusive Use Space pursuant to Section 3.03 above, an equitable adjustment to the Permittee's rents for Permittee's Exclusive Use Space will be determined by the City as provided in Section 3.03..

Section 5.03 PERMITTEE PER TURN GATE USE FEE

Permittee shall pay City a Permittee Per Turn Gate Use Fee for its use of the Passenger Holdrooms, Loading Bridges, and Aircraft Apron parking positions. The Permittee Per Turn Use Gate Fee will be based on the annual rental requirements for Passenger Holdrooms, Loading Bridges, and Apron Areas divided by the projected number of annual aircraft Turns for each Gate as calculated pursuant to Article 6 hereof; provided that Permittee will be charged an amount equal to two Permittee Per Turn Gate Use Fees for overnight aircraft parking at a Terminal Building Gate. The Permittee Per Turn Gate Use Fees, for City controlled Gates, will be recalculated each Fiscal Year in accordance with Article 6 hereof.

Section 5.04 PERMITTEE BAGGAGE HANDLING SYSTEM USE FEE

Permittee shall pay City for its use of the Baggage Handling System and baggage processing areas in the Terminal Building a monthly Permittee Baggage Handling System Use Fee based on the annual Permittee Baggage Handling System Use Fee rate recalculated each Fiscal Year in accordance with Article 6 hereof.

The Permittee Baggage Handling System Use Fee is compensation for (1) Terminal Building space used for handling and processing baggage including, but not limited to baggage conveyer areas, baggage screening system and the areas it occupies, baggage, makeup areas, tug-ways, baggage breakdown areas, baggage claim areas, and (2) the direct and indirect cost of operation and maintenance of all baggage handling, screening, conveying, and processing equipment.

Section 5.05 PERMITTEE CARGO APRON AREA USE FEES

Permittee shall pay City a Permittee Per Turn Cargo Apron Area Use Fee for its use of City controlled aircraft parking positions located in the Cargo Apron Area. The City Permittee Per Turn Cargo Apron Area Use Fee will be based on the annual requirement for each City controlled aircraft parking position located in the Cargo Apron Area divided by the projected number of annual aircraft Turns for each City controlled aircraft parking position in the Cargo Apron Area. The annual Permittee rental requirements for each City controlled aircraft parking position in the Cargo Apron Area will be recalculated each Fiscal Year in accordance with Article 6 hereof.

Section 5.06 PERMITTEE REMOTE PARKING APRON AREA USE FEES

Permittee shall pay City a Permittee Per Turn Remote Parking Area Use Fee for its use of City controlled aircraft parking positions in the Remote Parking Area. The City Permittee Per Turn Remote Parking Apron Area Use Fees will be based on the annual rental requirement for each City controlled aircraft parking position in Remote Parking Apron Area divided by the projected number of annual aircraft Turns for each City controlled aircraft parking position in the Remote Parking Apron Area. Permittee will be charged an amount equal to two Permittee Per Turn Remote Parking Apron Area Use Fees for overnight aircraft parking at the Remote Parking Apron Area. The annual Permittee rental requirements for each City controlled aircraft parking position in the Remote Parking Apron Area will be recalculated each Fiscal Year in accordance with Article 6 hereof.

Section 5.07 PERMITTEE LANDING FEES

Permittee shall pay City for its use of the Airfield Area, including all Chargeable Landings, monthly Landing Fees based on the annual Permittee Landing Fee rate calculated each Fiscal Year in accordance with Article 6 hereof; provided that at no time during the term of this Permit shall the landing fee rate per 1,000 pounds of Permittee's aircraft landed weight be less than thirty-nine cents (\$0.39) per one thousand pounds of Permittee's aircraft landing weight.

Section 5.08 OTHER CHARGES

City reserves the right to assess, and Permittee agrees to pay other reasonable charges that include but would not be limited to the following:

1. Rents, fees, and charges for land, facilities, and equipment – the use of which has not been conveyed above. This category of charges includes, but is not limited to, the use of Airport-controlled Remote Parking Area, Airport's Triturator, Airport aircraft de-icing equipment, and potable water cabinets.
2. Interest and penalties on Permittee's delinquent rents, fees, and charges.
3. Fines levied by the Director for Permittee's violations of the Rules and Regulations, lost badges, etc. per the schedule of fines set forth in the Rules and Regulations.
4. Fines levied by government authorities against the Airport for Permittee's acts or failure to act.
5. Telecommunications trunk equipment charges.
6. Charges for employee parking facilities
7. Charges for security processing and the issuance of security identification badges for Permittee's employees.

Section 5.09 TIME OF PAYMENT

The following sets forth the time of Permittee payments of rents, fees, and charges to City.

1. Permittee Exclusive Use Space rents shall be paid on or before the first day of each month in advance. The Airport's invoice for monthly Permittee Exclusive Use Space rent will be transmitted to Permittee by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

2. The Permittee Per Turn Gate Use Fee for the use of City Gates shall be due and payable without deduction or setoff within fifteen (15) days after the last day of the month after such month of operations and shall be transmitted to the Director together with Permittee's monthly statistical report.
3. The Permittee Baggage Handling System Use Fee shall be paid on or before the first day of each month in advance based on an Airport invoice that will calculate the amount due based on the most recent month's enplanement statistics available. The Airport's invoice for monthly Permittee Baggage Handling System Use Fee will be transmitted to Permittee by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.
4. The Permittee Per Turn Use Cargo Apron Area Use Fees shall be due and payable without deduction or setoff within fifteen (15) days after the last day of the month after such month of operations and shall be transmitted to the Director together with Permittee's monthly statistical report.
5. Permittee Landing Fees shall be due and payable without deduction or setoff within fifteen (15) days after the last day of the month after such month of operations and shall be transmitted to the Director together with Permittee's monthly statistical report.

Rents, fees, and charges not described in paragraphs (1) through (5) above shall be due and payable within thirty (30) days after transmittal of an invoice therefor by the Director.

The acceptance of any payment made by Permittee shall not preclude City from verifying the accuracy of Permittee's report and computations or from recovering any additional payment actually due from Permittee or preclude Permittee from later demonstrating that Permittee's report was inaccurate and that a lesser amount was properly owed (and to recover any such overpayment).

Section 5.10 PFC COLLECTION AND HANDLING

Permittee shall faithfully collect and promptly remit to City, not less than monthly (without notice or demand by City and in accordance with 14 CFR 158 Passenger Facility Charges as this regulation may be amended from time to time) the proceeds of City's PFCs and shall punctually file quarterly reports in accordance with 49 U.S.C. 40177 and the requirements of 14 CFR 158, so

long as City has an approved PFC in effect. Permittee shall keep and maintain all of City's PFCs in a separate account used solely for such purpose and shall not commingle the proceeds of City's PFCs with any other monies or funds of Permittee or any other person or entity. The PFCs shall at all times be the sole and separate property of City, and all PFCs collected by Permittee shall be held in trust by Permittee for the sole use and benefit of City until remitted to City. In no event shall the PFCs constitute property of the estate of the Permittee under 11 U.S.C. Section 541 in the event of the filing of a petition in bankruptcy by or against Permittee or any other person or entity.

Section 5.11 PLACE OF PAYMENT

Rents, fees, and charges shall be paid in United States Dollars by wire, electronic funds transfer, or check payable to City of Pensacola, Florida, which shall be delivered or mailed, postage prepaid, to City of Pensacola, Pensacola International Airport, 2430 Airport Blvd., Ste. 225, Pensacola, FL 32504 or which may be paid by wire transfers to accounts of the Airport designated in writing by the Director. To arrange payment by wire or electronic funds transfer, Permittee shall contact the Director at (850) 436-5000 for further information.

Section 5.12 ADDITIONAL RENT

City, after written notice to Permittee, may, but is not obligated to, cure any default on Permittee's part in fulfilling Permittee's covenants and obligations under this Permit. Actual amounts paid or costs incurred by City to cure any such default, together with an administration fee equal to fifteen percent (15%) of such actual amounts paid or costs incurred, are hereby agreed on and declared to be additional rent. Unless otherwise provided herein, all additional rent shall be due and payable on the later of either fifteen (15) days after receipt by Permittee of an invoice therefor or with the next succeeding installment of monthly rent due under this Permit. This Section will not apply in the case of a default where Permittee is diligently acting to cure the default; provided that Permittee is proceeding in good faith with reasonable dispatch to cure same.

Section 5.13 LIQUIDATED DAMAGE ON OVERDUE PAYMENTS

Without waiving any other right available to City in the event of a default in Permittee's payment of any rents, fees, and charges under this Permit, including Passenger Facility Charge proceeds,

which continues for a period of thirty (30) calendar days or more from the date when such payment is due to City, Permittee shall pay City liquidated damages, from the date such rents, fees, or charges become payable to the date of payment in a monthly amount equal to one and one-half percent (1.5%) of such unpaid rents, fees, and charges; provided, however, that if the maximum rate then provided by law is less than 1.5% per month, then the rate shall be such maximum lawful rate. City may, but is not obligated to provide Permittee with a written reminder when invoiced rents, fees, or charges have not been received within thirty (30) calendar days of transmittal of the invoice therefor.

Section 5.14 PERFORMANCE GUARANTEE – PERMITTEE RENTS AND FEES

To guarantee and secure Permittee's faithful performance of all terms and conditions contained herein, including but not limited to the timely payment of all rents, fees, and charges, Permittee shall deliver to City upon the execution of this Permit, and shall thereafter continuously maintain in effect until the expiration or termination of this Permit, a "Performance Guarantee" in the aggregate amount of:

- a. Estimated Permittee rents for Exclusive Use Space for three(3) months;
- b. Estimated Permittee Per Turn Gate Use Fees for three (3) months;
- c. Estimated Permittee Baggage Handling System Use Fee for three (3) months;
- d. Estimated Permittee Per Turn Cargo Apron Use Fees for three (3) months;
- e. Estimated Permittee Per Turn Remote Parking Apron Use Fees for three (3) months;
- f. Estimated Permittee Landing Fees for three (3) average months (determined by multiplying Permittee's estimated Landed Weight each year by twenty-five (25%) percent and then multiplying such product by the actual Landing Fee rate effective for the Fiscal Year).

The amount of the Performance Guarantee may be adjusted by the Director annually, or more frequently to maintain an average three (3) months rents and fees Performance Guarantee based on current rent and fee levels. Such Performance Guarantee shall be in the form of a Letter of Credit, quick pay bond (i.e., payable within ten (10) days of demand), or other instrument

reasonably satisfactory in all respects to the Director, in a form reasonably acceptable to the Director. The Performance Guarantee must provide that it shall automatically renew and remain in full force and effect for a period extending three (3) months following the expiration or early termination of this Permit.

In the event City is required to draw down or collect against Permittee's Performance Guarantee for any reason, Permittee shall, within ten (10) business days after City's written demand, take such action as may be necessary to replenish the existing Performance Guarantee to its original value or to provide a replacement Performance Guarantee from another source so that the aggregate of the Performance Guarantee (s) is equal to the total amount required above.

In the event that any such Performance Guarantee shall be for a period less than the full period required above or if the Performance Guarantee will be cancelled, then not less than fifteen (15) days prior to the termination or cancellation of the Performance Guarantee, Permittee shall provide a renewal or replacement Performance Guarantee for the remaining required period so that there is no interruption in coverage.

Permittee and City agree that this Permit constitutes an 'unexpired lease' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 U.S.C.) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Upon Permittee's election to assume this Permit under the United States Bankruptcy Code (Title 11 U.S.C.) or any successor statute, as such may be amended, supplemented, or replaced, City, by written notice to Permittee given at any time within ninety (90) days of the date that such election becomes known to City, may impose or re-impose the Performance Guarantee requirements on Permittee. In such event, Permittee shall provide City with the required Performance Guarantee within ten (10) days from its receipt of such written notice and shall thereafter maintain such Performance Guaranty in effect until the expiration or termination of this Permit. Furthermore, Permittee and City agree that if Permittee provides a Performance Guarantee in the form of a bond or irrevocable letter of credit, whether before or after the commencement of any bankruptcy or insolvency proceeding by or against Permittee, such Performance Guarantee provided by Permittee is not 'property of the estate' for purposes of Section 541 of the United States

Bankruptcy Code (Title 11 U.S.C.), it being understood that any Performance Guarantee is the property of the third (3rd) party providing it (subject to City's ability to draw against the Performance Guarantee) and that all PFCs, less the allowable collection fees, collected by Permittee with respect to Enplaned Passengers at the Airport are the property of City.

END OF ARTICLE

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ARTICLE 6. RATE COVENANT AND CALCULATION OF PERMITTEE RENTS, FEES, AND OTHER CHARGES

Section 6.01 ANNUAL CALCULATIONS

Each Fiscal Year, beginning with Fiscal Year 2026, the following will be calculated by the Director as provided in this Article 6:

1. Terminal Building Rental Rate
2. Per Turn Gate Use Fee consisting of:
 - a. Passenger Holdroom Use Fee
 - b. Apron Area Use Fee
 - c. Loading Bridge Use Fee
3. Baggage Handling System Use Fee
4. Per Turn Cargo Apron Area Use Fee
5. Per Turn Remote Parking Apron Area Use Fee
6. Landing Fee rate

Any such calculation of rents, fees, and other charges will be effective on the first day of the applicable Fiscal Year or the first day of the month during the Fiscal Year following a midyear rate adjustment.

By July 15th of each year, or as soon as practical thereafter, the Director will provide each permittee then currently engaged in Air Transportation at the Airport with a complete copy of the proposed Airport Budget and exhibits showing proposed rents, fees, and charges, calculated in accordance with Article 6 of this Permit, for the succeeding Fiscal Year. The Director will consult with such permittees concerning the proposed Airport Budget and the proposed rents, fees, and charges.

By September 1st of each year, or as soon as practical thereafter, the Director will make any revisions to the proposed rents, fees, and charges as the Director determines, in its reasonable discretion, to be warranted as a result of consultation with the airlines or otherwise, and will provide written notice to each permittee then currently engaged in Air Transportation at the Airport

of new rents, fees, and charges to be effective as of October 1st of that year, contingent upon the Pensacola City Council's adoption of the Budget.

Section 6.02 RATE COVENANT

The Bond Resolution contains a covenant to fix, establish, maintain and collect such rates, fees, rentals and other charges for the use and services of the Airport facilities and revise the same from time to time whenever necessary, as will always provide Net Revenues, plus Available PFC Revenues sufficient to pay one hundred twenty-five percent (125%) of the current Annual Debt Service Requirement and as will always provide Airport Revenues, which, together with PFC Revenues available for such purpose, sufficient to pay all reserve and other payments provided for in the Bond Resolution and all other obligations and indebtedness payable out of the revenues of such Airport facilities and that such rates, fees, rentals and other charges shall not be reduced so as to be insufficient to provide adequate Airport Revenues for such purposes.

Section 6.03 CALCULATION OF PERMITTEE TERMINAL BUILDING RENTAL RATE

- a. Each year, the Director will calculate the "Terminal Building Requirement" for the applicable Fiscal Year by totaling the following estimated amounts:
 1. The total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Terminal Building.
 2. The total of Capital Outlays allocable to the Terminal Building
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness allocable to the Terminal Building or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
 4. The amount of any deposit to transfer to the Debt Service Reserve Fund allocable to the Terminal Building required by the Bond Resolution.
 5. The amount of any deposit or transfer to the Operation and Maintenance Reserve Fund allocable to the Terminal Building required by the Bond Resolution.

6. To the extent that funding is not available in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Terminal Building required by the Bond Resolution.
 7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport, or its operation, allocable to the Terminal Building.
 8. The amount required to replenish any of the Bond Resolution Funds allocable to the Terminal Building.
 9. Any other expenses allocable to the Terminal Building not included above.
- b. The sum of items 1 through 9 is the Terminal Building Requirement. The Terminal Building Requirement will be reduced by the estimated amount of Revenue from the Terminal Building food/beverage concession, news/gift concession, Terminal Building advertising, TSA Terminal Building rent, and TSA's Law Enforcement Officers ("LEO") reimbursement (if any) resulting in the Net Terminal Building Requirement.
 - c. The Permittee Rental Rate Per Square Foot will then be calculated by dividing the Net Terminal Building Requirement by the Total Space. If the Permittee's rental rate per square foot is less than one hundred thirty (130.0%) percent of the projected rental rate requirement of the Signatory Airlines calculated pursuant to the Signatory Airline Operating Agreement and Terminal Building Lease, then Permittee's rental rate for the Fiscal Year will be one hundred thirty (130.0%) percent of Signatory Airlines Terminal Building rental rate calculated pursuant to the Signatory Airline Operating Agreement and Terminal Building Lease.
 - d. Permittee's rents for Permittee's Exclusive Use Space in the Terminal Building will be computed as the product of the Permittee's Rental Rate Per Square Foot and the total amount of square footage of Permittee's Exclusive Use Space in the Terminal Building.

Section 6.04 PERMITTEE PER TURN GATE USE FEES

The Permittee Per Turn Gate Use Fee requirement for each City controlled Gate is the sum of the annual Apron Area Requirement, Loading Bridge Requirement, and Passenger Holdroom Requirement associated with each Gate, as calculated in accordance with this Section 6.04. The

Per Turn Gate Use Fee is determined by dividing each of the Gate's use fee requirements by City's projection of the number of annual Turns at each Gate pursuant to this Section 6.04. Each City controlled Gate will have a unique fee based on the size of each Gate's Passenger Holdroom and Apron Area.

The components of the Permittee Per Turn Gate Use Fees are calculated as follows:

Section 6.04 (a) Calculation of Holdroom Use Fee

The Holdroom Requirement for each City controlled Passenger Holdroom in the Terminal Building will be computed as the product of the Permittee Rental Rate Per Square Foot (calculated in accordance with Section 6.02) and the total amount of square footage in such City controlled Passenger Holdroom. The Holdroom Requirement for each Passenger Holdroom will be divided by the Director's projection of the number of annual Turns for such Passenger Holdroom to determine such Passenger Holdroom's Per Turn Holdroom Use Fee. This calculation will result in each Passenger Holdroom having a unique fee based on the size of each Passenger Holdroom.

Section 6.04 (b) Calculation Permittee Apron Area Use Fee

a. Each year, the Director will calculate the Permittee Apron Area Requirement for the applicable Fiscal Year by totaling the following estimated amounts and multiplying the result by one hundred thirty (130.0%) percent:

1. The total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Apron Area.
2. The total of Capital Outlays allocable to the Apron Area
3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness allocable to the Apron Area or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Apron Area required by the Bond Resolution.
5. The amount of any deposit to the Operation and Maintenance Reserve Fund allocable to the Apron Area required by a Bond Resolution.

6. To the extent that funding is not available in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Apron Area required by the Bond Resolution.
 7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Apron Area.
 8. The amount required to replenish any of the Bond Resolution Funds allocable to the Apron Area.
 9. Any other expenses allocable to the Apron Area not included above.
- b. The sum of items 1 through 9 above multiplied by one hundred thirty (130.0%) percent is the Permittee Apron Area Requirement. The Permittee Apron Area Requirement per linear foot will then be calculated by dividing the Permittee Apron Area Requirement by the total linear feet in the Apron Area measured 100 feet from the Terminal Building.
- c. The Permittee Apron Area Requirement for each City controlled Gate will be computed as the product of the Permittee Apron Area Requirement per linear foot and the linear feet of Apron Area assigned to such City controlled Gate.
- d. The Permittee Apron Area Requirement for each Gate will be divided by City's projection of the number of annual Turns for each Gate to determine such Gate's Per Turn Permittee Apron Area Use Fee.

Section 6.04 (c) Calculation of Permittee Loading Bridge Use Fee

- a. Each year, the Director will calculate the Permittee Loading Bridge Requirement for the applicable Fiscal Year by totaling the following amounts and multiplying the result by one hundred thirty (130.0%) percent:
1. The total of direct and indirect estimated Operations and Maintenance Expenses allocable to the Loading Bridges.
 2. The total of Capital Outlays allocable to the Loading Bridges.
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness allocable to the Loading Bridges or such

other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).

4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Loading Bridges required by a Bond Resolution.
 5. The amount of any deposit to the Operation and Maintenance Reserve Fund allocable to the Loading Bridges required by a Bond Resolution.
 6. To the extent that funding is not available in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Loading Bridges required by the Bond Resolution.
 7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Loading Bridges.
 8. The amount required to replenish any of the Bond Reserve Funds allocable to the Loading Bridges.
 9. Any other expenses allocable to the Loading Bridges not included above.
- b. The sum of items 1 through 9 above multiplied by one hundred thirty (130.0%) percent is the Permittee Loading Bridge Requirement.
- c. The Permittee Loading Bridge Requirement per Loading Bridge will then be calculated by dividing the Permittee Loading Bridge Requirement by the total number of Loading Bridges at the Terminal Building.
- d. The Per Turn Permittee Loading Bridge Use Fee for each Loading Bridge will be divided by City's projection of the number of annual Turns for each Loading Bridge to determine such Loading Bridge's Per Turn Loading Bridge Use Fee.

Section 6.05 CALCULATION OF PERMITTEE BAGGAGE HANDLING SYSTEM USE FEE

- a. Each year, the Director will calculate the Permittee Baggage Handling System Requirement for the applicable Fiscal Year by totaling the following estimated amounts.

1. An amount equal to 1.30 times the total of direct and indirect estimated Operation and Maintenance Expenses allocable to the Baggage Handling System.
2. An amount equal to 1.30 times the total of Capital Outlays allocable to the Baggage Handling System.
3. An amount equal to 1.30 times the amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness allocable to the Baggage Handling System or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
4. An amount equal to 1.30 times the amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Baggage Handling System required by the Bond Resolution.
5. An amount equal to 1.30 times any deposit to the Operation and Maintenance Reserve Fund allocable to the Baggage Handling System required by a Bond Resolution.
6. To the extent that funding is not available in the prepaid revenue account, an amount equal to 1.30 times the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Baggage Handling System required by the Bond Resolution.
7. An amount equal to 1.30 times the estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Baggage Handling System.
8. An amount equal to 1.30 times the amount required to replenish any Bond Resolution Funds allocable to the Baggage Handling System.
9. An amount equal to 1.30 times any other expenses allocable to the Baggage Handling System.
10. An amount equal to 52,482 square feet of baggage handling areas of the Terminal Building (baggage conveyer areas, baggage, makeup, tug ways, baggage breakdown areas, baggage claim areas) or such other amount of square footage for this function that may result from modifications and changes in the Terminal

Building from time to time multiplied by Permittee Terminal Building Rental Rate calculated in accordance with Section 6.04 of this Permit.

- b. The sum of items 1 through 10 above is the Permittee Baggage Handling System Requirement. The Permittee Baggage Handling System Use Fee rate will be calculated by dividing the Permittee Baggage Handling System Requirement by the total estimated number of Enplaned Passengers for the applicable Fiscal Year
- c. Permittee Baggage Handling System Use Fee will be calculated by multiplying Permittee's Enplaned Passengers for each month of the applicable Fiscal Year by the Permittee Baggage Handling System Use Fee rate then in effect.

Section 6.06 CALCULATION OF PERMITTEE CARGO APRON AREA USE FEES

- a. Each year, the Director will calculate the Permittee Cargo Apron Area Requirement for the applicable Fiscal Year by totaling the following estimated amounts and multiplying the result by one hundred thirty (130.0%) percent:
 - 1. The total of direct and indirect estimated Operations and Maintenance Expenses allocable to the Cargo Apron Area.
 - 2. The total of Capital Outlays allocable to the Cargo Apron Area
 - 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness allocable to the Cargo Apron Area or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
 - 4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Cargo Apron Area required by the Bond Resolution.
 - 5. The amount of any deposit to the Operations and Maintenance Reserve Fund allocable to the Cargo Apron Area required by a Bond Resolution.
 - 6. To the extent that funding is not available in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Cargo Apron Area required by the Bond Resolution.

7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Cargo Apron Area.
 8. The amount required to replenish any of the Bond Resolution Funds allocable to the Cargo Apron Area.
 9. Any other expenses allocable to the Cargo Apron Area not included above.
- b. The sum of items 1 through 9 above multiplied by one hundred thirty (130.0%) percent is the Permittee Cargo Apron Area Requirement. The Permittee Cargo Apron Area Requirement will then be calculated by dividing the Permittee Cargo Apron Area Requirement by the total number of aircraft parking positions in the Cargo Apron Area.
- c. The Permittee Cargo Apron Area Requirement for each City controlled Cargo Apron Area aircraft parking position will be computed as the product of the Permittee Cargo Apron Area Requirement by the number of aircraft parking positions in the Cargo Apron Area assigned to such City controlled aircraft parking position.
- d. The Permittee Cargo Apron Area Requirement for each City controlled aircraft parking position will be divided by City's projection of the number of annual Turns for such City controlled aircraft parking position to determine each City controlled aircraft parking position's Per Turn Permittee Cargo Apron Area Use Fee.

Section 6.07 CALCULATION OF PERMITTEE REMOTE PARKING AREA FEES

- a. Each year, the Director will calculate the Permittee Remote Parking Area Requirement for the applicable Fiscal Year by totaling the following estimated amounts and multiplying the result by one hundred thirty (130.0%):
1. The total of direct and indirect estimated Operations and Maintenance Expenses allocable to the Remote Parking Area.
 2. The total of Capital Outlays allocable to the Remote Parking Area.
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness allocable to the Remote Parking Area or

such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).

4. The amount of any deposit or transfer to the Debt Service Reserve Fund allocable to the Remote Parking Area required by the Bond Resolution.
 5. The amount of any deposit to the Operations and Maintenance Reserve Fund allocable to the Remote Parking Area required by a Bond Resolution.
 6. To the extent that funding is not available in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund allocable to the Remote Parking Area required by the Bond Resolution.
 7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Remote Parking Area.
 8. The amount required to replenish any of the Bond Resolution Funds allocable to the Remote Parking Area.
 9. Any other expenses allocable to the Remote Parking Area not included above.
- b. The sum of items 1 through 9 above multiplied by one hundred thirty (130.0%) percent is the Permittee Remote Parking Area Requirement. The Permittee Remote Parking Area Requirement per linear foot will then be calculated by dividing the Permittee Remote Parking Area Requirement by the total linear feet in the Remote Parking Area.
- c. The Permittee Remote Parking Area Requirement for each City controlled Remote Parking Area aircraft parking position will be computed as the product of the Permittee Remote Parking Area Requirement per linear foot and the linear feet of Remote Parking Area assigned to such City controlled aircraft parking position.
- d. The Permittee Remote Parking Apron Area Requirement for each City controlled Remote Parking Area aircraft parking position will be divided by City's projection of the number of annual Turns for such City controlled Remote Parking Area aircraft parking position to determine such City controlled Remote Parking Area aircraft parking position's Per Turn Permittee Remote Parking Area Use Fee.

Section 6.08 CALCULATION OF PERMITTEE LANDING FEE RATE

a. Each year, the Director will calculate the Permittee Landing Fee Requirement for the applicable Fiscal Year by totaling the following amounts:

1. The total of direct and indirect estimated Operation and Maintenance Expenses of the Airfield Area.
2. The total of Airport Capital Outlays allocable to the Airfield Area.
3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness allocable to the Airfield Area or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues)
4. The amount of any deposit or transfer to the Debt Service Reserve Fund, allocable to the Airfield Area, required by the Bond Resolution.
5. The amount of any deposit or transfer to, allocable to the Airfield Area, to the Airport Operation and Maintenance Reserve Fund required by a Bond Resolution.
6. To the extent that funding is not available in the prepaid revenue account, the amount of any deposit or transfer to the Renewal and Replacement Fund, allocable to the Airfield Area, required by the Bond Resolution.
7. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport, or its operation allocable to the Airfield Area.
8. The amount required to replenish any of the Bond Resolution Funds allocable to the Airfield Area.
9. Any other Airport expenses allocable to the Airfield Area.
10. Pay Go/Net Customer Facility Charge that is allocable to the Airfield Area.
11. An amount equal to twenty percent (20%) of non-airline revenues derived by City during the Fiscal Year that is allocable to the Airfield Area.
12. The portion allocable to the Airfield Area for any overpayment or underpayment for the operation of the Airport during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years.

b. The sum of items 1 through 9 multiplied by 130% is the Permittee Landing Fee Requirement.

- c. The Permittee Landing Fee Rate per one thousand (1,000) pound units of Landed Weight will then be calculated by dividing the Permittee Landing Fee Requirement by the Total Landed Weight. If the Permittee Landing Fee Rate per one thousand (1,000) pound units of Landed Weight is greater than one hundred thirty (130.0%) percent of the projected Landing Fee rate per one thousand (1,000) pound units of Landed Weight of the Signatory Airlines calculated pursuant to the Signatory Airline Operating Agreement and Terminal Building Lease, then the Permittee Landing Fee Rate per one thousand (1,000) pound units of Landed Weight for the Fiscal Year will be one hundred thirty (130.0%) percent of Signatory Airlines Landing Fee rate calculated pursuant to the Signatory Airline Operating Agreement and Terminal Building Lease.
- d. The foregoing notwithstanding, in no event will the Permittee Landing Fee Rate be less than one hundred thirty (130.0%) percent of Signatory Airlines Landing Fee rate calculated pursuant to the Signatory Airline Operating Agreement and Terminal Building Lease.
- e. Permittee Landing Fee will be calculated by multiplying Permittee's Landed Weight for the month by the Permittee Landing Fee Rate then in effect.

Section 6.09 RENTS, FEES, AND CHARGES ADJUSTMENTS

Notwithstanding any other provisions hereof, City may, with thirty (30) days' advance written notice to Permittee, implement recalculated rents, fees, and charges in accordance with this Article 6.

END OF ARTICLE

ARTICLE 7. MONTHLY ACTIVITY REPORTS

Section 7.01 REQUIRED MONTHLY ACTIVITY REPORTS

Permittee shall furnish to the Director, on or before the tenth (10th) day of each month, an accurate verified report detailing its operations for the previous month on forms prescribed by the Director. Said report shall include, but shall not be limited to:

- a. Permittee's total number of Aircraft Arrivals by type of aircraft and Gross Landed Weight of each type of aircraft.
- b. The total number of Enplaned Passengers and Deplaned Passengers of Permittee.
- c. The total weight of freight, mail, and other cargo, enplaned and deplaned for such month.
- d. Total amounts paid to third-party contractors for services provided to Permittee at the Airport during the previous month. Permittee will itemize this information for each of its third-party contractors.

The Monthly Activity Reports can be submitted electronically at pnsaccountsreceivables@cityofpensacola.com or such other email address as the Director may designate from time to time.

The City reserves the right to periodically audit these reports to verify the accuracy of the information.

Section 7.02 FAILURE TO FURNISH REPORT

If Permittee fails to furnish the Director with the report described above, Permittee's Landing Fee shall be determined by assuming that the Total Landed Weight for Permittee during the preceding month was one hundred percent (100.0%) of the Total Landed Weight for the most recent month for which such figure is available or other available data. Any necessary adjustment in such Landing Fee shall be calculated after an accurate report is delivered to the Director by Permittee

for the month in question, and resulting surpluses or deficits shall be applied to Permittee's Landing Fee for the next succeeding month. An accounting fee of fifteen percent (15%) of the amount due as shown on such statement, or such lesser accounting fee as may be determined by the Director to be sufficient to reimburse City, shall be payable by Permittee for the additional services required by City pursuant to this paragraph.

END OF ARTICLE

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ARTICLE 8. CAPITAL IMPROVEMENTS

The parties hereto recognize that Capital Improvements to preserve, protect, enhance, expand, or otherwise improve the Airport, or any part thereof, will be required during the Term of this Permit. In furtherance of the obligation, the City has adopted a Capital Improvement Program for the Term of this Permit. The Capital Improvement Program is provided on Exhibit H to this Permit. Any such Capital Improvement shall be subject to the provisions of this Article.

Section 8.01 CAPITAL IMPROVEMENT COORDINATION WITH PERMITTEE

On or about July 1, or approximately ninety (90) days prior to the end of the then-current Fiscal Year as part of the Annual Budget process, the Director shall notify Permittee in writing of the Airport's proposed additional Capital Improvements beyond the approved Capital Improvement Program on Exhibit H for the subsequent Fiscal Year, as contained in the Airport's proposed Capital Improvement budget for the Fiscal Year. Also, the Director may notify Permittee in writing at any other time of proposed Capital Improvements.

The Director will provide Permittee a written description of such Capital Improvements, such description to include the purpose, method of financing, and any reasonably anticipated effect on Permittee rents, fees, and charges hereunder and, to meet with Permittee and other airlines within thirty (30) days after notification to Permittee of said Capital Improvement to further discuss the proposed Capital Improvement.

The Director will give due consideration to the comments and recommendation of Permittee with respect to the proposed Capital Improvements.

END OF ARTICLE

ARTICLE 9. BOND RESOLUTION SUBORDINATION AND APPLICATION OF REVENUES

Section 9.01 SUBORDINATION TO BOND RESOLUTION

This Permit and the terms hereof, and all rights of Permittee hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by City to secure Airport Bonds or other types of financing. This Permit is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution, other types of financing documents authorizing the issuance of Airport Bonds and other forms of debt by City. City may amend or modify the Bond Resolution or other financing documents or make any change thereto that does not materially or adversely affect Permittee rights under this Permit. Conflicts between this Permit and the Bond Resolution or other financing documents shall be resolved in favor of the Bond Resolution or other financing documents.

The City represents and warrants that to the best of its knowledge the provisions hereof relating to the Airport Bonds are consistent with the Bond Resolutions and financing documents and that there are no conflicts between the terms hereof and the Bond Resolutions or any such financing documents.

All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond Resolution.

Section 9.02 DISPOSITION OF AIRPORT REVENUE, PASSENGER FACILITY CHARGE, AND CUSTOMER FACILITY CHARGE PROCEEDS

All Airport Revenue shall be deposited, applied, and allocated to the funds and accounts in the manner and according to the priority provided for in the applicable Bond Resolution(s) or other financing documents.

All Passenger Facility Charge proceeds shall be deposited, applied, and allocated in a manner consistent with applicable federal laws and regulations. If Passenger Facility Charge proceeds are pledged to repay Bonds, then those proceeds shall be deposited, applied, and allocated in the funds

and accounts in the manner and according to the priority provided for in the applicable Bond Resolution(s).

All Customer Facility Charge proceeds are not Airport Revenue and are restricted to pay the costs of rental car and related facilities. They shall be deposited, applied, and allocated in a manner consistent with applicable agreements, financing documents, laws and regulations.

Section 9.03 REVENUES AND EXPENSE RECORDS

City will maintain an Airport accounting system and will maintain and make available to Permittee, upon Permittee request, accounting records that document the following items: (a) Airport Revenue, (b) Operation and Maintenance Expenses, (c) Capital Outlays, (d) Debt Service, (e) Amortization, and (f) Capital Improvements and income received from City in connection with the operation of the Airport and other expenses incurred by City for the improvement, renovation, or enhancement of the Airport as they may be charged directly or allocated to each Airport Cost Center.

END OF ARTICLE

ARTICLE 10. MAINTENANCE, REPAIR, AND OPERATION OF THE AIRPORT

Section 10.01 CITY'S RESPONSIBILITIES

The following are City's responsibilities:

Section 10.01 (a) Airport Facilities - General

Except as otherwise provided in this Permit, and subject to applicable laws governing City's right to budget, appropriate and spend money, City agrees to maintain, operate, and keep in good repair the areas and facilities required by this Permit to be maintained, operated and repaired by City in accordance with the practices of a reasonably prudent airport operator operating an airport comparable and similarly situated to the Airport. City agrees to use commercially reasonable efforts to keep the Airport free from obstructions and to provide for the safe, convenient, and proper use of the Airport by those who are authorized to use same.

Section 10.01 (b) Airfield Area Maintenance

Subject to Permittee's obligations in Section 10.02, City will maintain, operate, and keep in good repair the areas and facilities in the Airfield Area provided by City for use by the Air Transportation Companies in accordance with the practices of a reasonably prudent airport operator operating an airport comparable and similar situated to the Airport.

Section 10.01 (c) Apron Area

Subject to Permittee's obligations in Section 10.02, City will provide maintenance for the Apron Area (as shown on Exhibit E), drainage maintenance, and Apron Area lighting. City will provide electricity for Apron Area lighting and will include the cost of electricity in City's fees for use of the Apron Area.

Section 10.01 (d) Baggage Handling System

City shall be responsible for maintenance and operation of the Baggage Handling System (as shown in Exhibit D) including, without limitation, the maintenance of all equipment, systems and fixtures. City will provide electricity to the Baggage Handling System. The cost of electricity shall be included in City's fees for use of the Baggage Handling System.

Section 10.01 (e) Cargo Apron Area

Subject to Permittee's obligations in Section 10.02, City will provide maintenance for the Cargo Apron Area (as shown on Exhibit F) and drainage maintenance. City will provide electricity for Cargo Apron Area lighting and will include the cost of electricity in City's fees for use of the Cargo Apron Area. Cargo Apron Area lighting will be provided by the Air Transportation Company requiring such lighting.

Section 10.01 (f) Loading Bridges

City will provide maintenance, janitorial, and electricity to the Loading Bridges. The cost of maintenance, janitorial, and electricity shall be included in City's fees for use of the Loading Bridges.

Section 10.01 (g) Terminal Building - General

Except as otherwise provided in this Permit, and subject to applicable laws governing City's right to budget, appropriate and spend money, City will: (a) furnish structural maintenance (including maintenance of the roof) of City-owned facilities including the Terminal Building; (b) provide maintenance and operation of City-installed equipment and systems; (c) install and furnish electrical power for interior area lighting throughout the Terminal Building, Apron Area, Loading Bridges and Baggage Handling System; (d) provide heating and air conditioning in enclosed interior areas of the Terminal Building, Loading Bridges and Baggage Handling System; (e) provide lighting fixture repair in Public View Areas and the unrented areas of the Terminal Building; (f) provide maintenance of City installed plumbing lines (but excluding plumbing fixtures); and (g) provide drinking water in the Terminal Building.

Section 10.01 (h) Terminal Building Public View Areas

The City will keep in good repair and provide janitorial services in the areas of the Terminal Building in public view (the "Public View Areas") in both Exclusive Use, as shown on Exhibits B and C and all additions, improvements, and facilities now or hereafter provided by City at or in connection with the Terminal Building for use by all Air Transportation Companies and the public, excepting any improvements or facilities constructed or installed by Permittee, either individually or jointly with others, and those that Permittee has agreed under the provisions hereof to operate

and maintain. City shall be responsible for interior and exterior window cleaning in Public View Areas of the Terminal Building.

Section 10.01 (i) Terminal Building Baggage Handling Space

In the Baggage Handling Space, in addition to any other obligations set forth herein, City will furnish janitorial services, repair, maintenance, electricity, and area lighting. In enclosed areas, where appropriate, City will provide heating and air conditioning. The Operation and Maintenance Expenses of the Baggage Handling Space shall be included in City's rent for the use of the Baggage Handling Space.

If it is reasonably determined by City that the negligent acts or omissions of Permittee have caused the need for maintenance as described in this Section 10.1 or repairs to facilities or systems, Permittee agrees to pay the cost of maintenance or repair plus fifteen (15%) percent for administration provided Permittee has not elected to make the repair itself in a manner approved by the Director.

Section 10.02 PERMITTEE 'S RESPONSIBILITIES

The following are responsibilities of Permittee and may be performed by Permittee or Permittee's third-party service provider, but it is understood that performance by Permittee's third-party service provider shall not relieve Permittee of its responsibilities under this Section.

Section 10.02 (a) Exclusive Use Space

Permittee, at Permittee's sole cost and expense, shall provide all maintenance and janitorial services to the non-Public View Areas of its Exclusive Use Space. Permittee shall furnish all janitorial services and all maintenance and operation of Permittee -installed improvements and systems in the non-Public View Areas of its Exclusive Use Space. Permittee shall provide electrical re-lamping in the non-Public View Areas of its Exclusive Use Space and all decorating and redecorating when required in its Exclusive Use Space. Permittee shall maintain the non-Public View Areas of its Exclusive Use Space in a neat, clean, sanitary, and operable condition.

Section 10.02 (b) Passenger Loading Bridges

Permittee shall not modify or attach Personal Property or signage to City-owned passenger Loading Bridges without the advanced written approval of the Director (which approval may be withheld at Director's sole discretion).

Section 10.02 (c) Permittee Constructed Improvements

Permittee shall cause all improvements and facilities, and additions thereto, constructed or installed by Permittee, either alone or in conjunction with others, and all vehicles and equipment operated by Permittee on the Airport to be kept and maintained in a safe condition and in good repair in accordance with uniform standards applicable to all similarly situated Airport tenants as established from time to time by the Director. Subject to City's obligations in Section 10.01, Permittee shall keep its Exclusive Use Space and improvements thereon in a sanitary and neat condition.

Section 10.02 (d) Maintenance Responsibilities

Subject to City's obligations in Section 10.01, Permittee shall perform commercially reasonable routine and preventive maintenance of all equipment and facilities located in its Exclusive Use Space and shall maintain such facilities in good condition and appearance and make all needed nonstructural repairs. Permittee shall be responsible for interior window cleaning for its nonpublic view Exclusive Use Space.

Section 10.02 (e) Performance by City Upon Failure of Permittee to Maintain

In the event Permittee fails within thirty (30) days after receipt of written notice from City to perform any obligation required hereunder, City may enter the Assigned Premises involved, without such entering causing or constituting a termination of this Permit or an interference with the possession of said Assigned Premises by Permittee, and do all things reasonably necessary to perform such obligation. Director may charge Permittee the reasonable cost and expense of performing such obligation plus a fifteen percent (15%) administration charge as additional rent, and Permittee agrees to pay to City upon demand such charge in addition to any other amounts payable by Permittee hereunder; provided, however, that if Permittee's failure to perform any such obligation endangers the safety of the public, the employees or property of City, or other tenants

of the Airport and the Director so states in its written notice to Permittee, City may perform such obligation of Permittee at any time after the giving of such notice and charge to Permittee the reasonable cost and expense of such performance plus a fifteen percent (15%) administration charge as additional rent, and Permittee agrees to pay to City upon demand such charge in addition to any other amounts payable by Permittee hereunder.

Section 10.03 ALTERATIONS AND IMPROVEMENTS

Permittee shall make no alterations, additions, improvements, or installations to, in or on any portion of the Assigned Premises or to, in or on any other space assigned or allocated to it by the Director without prior written approval from the Director and without obtaining all permits required under applicable law.

Section 10.04 REPAIR DAMAGE

Permittee shall promptly repair any damage in any space at the Airport caused by Permittee, its servants, agents, employees, licensees, guests or invitees.

Section 10.05 CITY NON-LIABILITY

Permittee expressly agrees that City shall not be liable to Permittee, its employees, passengers, business visitors, guests or invitees for bodily injury, or death, or for any loss or damage to real or Personal Property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, roof leaks, sprinkler system breakage, or acts of civil authority and other events not caused by the negligence or willful acts or omissions of City. In no event whatsoever, however, shall City be liable for special, consequential, exemplary or punitive damages, including without limitation any loss of business, revenues or profits by Permittee or any damage to or loss of Permittee's reputation.

Section 10.06 CITY'S RIGHT TO INSPECT AND MAKE REPAIRS

City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (upon reasonable prior notice and at such times as may be reasonable under the circumstances and with as little interruption of Permittee's operations as is

reasonably practicable) to enter Permittee's Exclusive Use Space when accompanied by an Permittee employee except in case of emergency for the following purposes:

1. To inspect such space to determine whether Permittee has complied and is complying with the terms and conditions of this Permit.
2. To accomplish repairs or replacements by City or in any case where Permittee is obligated to make repairs or replacements and has failed to do so, after notice, make such repairs or replacements on Permittee's behalf.
3. In the exercise of City's governmental functions and police powers.

No such entry by or on behalf of City upon any of the Assigned Premises shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with possession thereof by Permittee.

END OF ARTICLE

ARTICLE 11. DAMAGE OR DESTRUCTION OF ASSIGNED PREMISES

Section 11.01 ASSIGNED PREMISES INHABITABLE

Subject to Section 11.02 below, if any of the Assigned Premises shall be partially damaged by fire or other casualty, but the remainder of the Assigned Premises remains inhabitable for the purposes allowed by this Permit, the Assigned Premises shall be repaired with due diligence by City to substantially the same condition existing just prior to such casualty, but City's responsibility in this regard shall be limited to the extent of the net insurance proceeds actually received by City with respect to such casualty and to the extent of the funds, if any, that are appropriated for such repair by City's governing body in its sole discretion. Rent allocable to the particular space, rooms, or other portions of the Assigned Premises rendered untenable shall be abated for the period from the occurrence of the damage to the substantial completion of repairs. City will make good faith efforts to provide to Permittee temporary substitute space for any uninhabitable portion of Permittee's space, if available, during such period of repair, at a rental rate for comparable space based on the rents, fees, and charges principles set forth in this Permit.

Section 11.02 ASSIGNED PREMISES UNINHABITABLE

If any of the Assigned Premises shall be completely destroyed or partially damaged by fire or other casualty rendering all or a substantial portion of the Assigned Premises uninhabitable for the purposes allowed by this Permit and it is reasonably estimated by City that it will take more than one hundred eighty (180) days to repair, the Director will notify Permittee in writing within ninety (90) days of such casualty whether and to what extent, if any, the damaged or destroyed Assigned Premises will be repaired. If City, in its sole discretion, elects to repair all or any portion of the damage to the Assigned Premises, such repairs shall be made with due diligence by City, and the rent allocable to the particular space, rooms, or other portions of the Assigned Premises rendered untenable will be abated for the period from the occurrence of the damage to the substantial completion of the repairs. If City elects to repair, City will make good faith efforts to re-locate Permittee to temporary substitute space, if available, during such period of repair, at a rental rate for comparable space based on the rents, fees, and charges principles set forth in this Permit. If Permittee's Assigned Premises have been reduced due to City's election not to repair damaged premises:

1. Permittee shall be entitled to request and t shall consider further proportionate reductions in the Assigned Premises and the leased or assigned premises of other airlines so that Permittee has use of an operative remainder.
2. Permittee hereby agrees that in the event that an Air Transportation Company's leased or assigned premises are reduced due to City's election not to repair damage to such leased or assigned premises, the Director may realign the leased and assigned premises of all Air Transportation Companies to permit all Air Transportation Companies to operate at respective levels of service as similar as reasonably practicable to their respective levels of service immediately prior to such damage.
3. The City will issue new exhibits to the Permittee showing any realigned Assigned Premises.
4. Should the reduction in leased premises result in the inability for the Permittee to operate at respective levels of service as similar as reasonably practicable to their respective levels of service immediately prior to such damage, the Permittee may terminate the Permit given ninety (90) days written notice to the City.

Section 11.03 AUTOMATIC DELETION OF UNREPAIRED DAMAGED PREMISES

If the Director shall fail to notify Permittee of the City's decision as set forth in Section 11.02 (or gives written notice of its intent not to repair), City will be deemed to have elected to not repair the damaged premises, and the damaged premises shall be automatically deleted from the Assigned Premises as of the date of the damage or destruction, with no further liability therefor by either City or Permittee except those liabilities that accrued, including rent, prior to such damage or destruction.

Section 11.04 PERMITTEE IMPROVEMENTS AND TRADE FIXTURES REPLACEMENT

If and to the extent that City is obligated or elects to do so, City shall repair City installed improvements in Permittee's Assigned Premises to substantially the same condition existing just prior to fire or other casualty, but City's responsibility in this regard shall be limited to the extent of the net insurance proceeds.

Permittee is responsible for replacing its trade fixtures. For Permittee installed tenant improvements, at its discretion, Permittee may replace or reconstruct all its tenant improvements in the damaged or destroyed Assigned Premises necessary for the conduct of Permittee's business operations in the manner existing just prior to the casualty.

END OF ARTICLE

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ARTICLE 12. INSURANCE

Section 12.01 CITY INSURANCE

The Terminal Building, exclusive of Permittee's property, shall be insured by City under a policy of fire, flood and extended coverage insurance to the extent of not less than eighty percent (80%) of the insurable value of such property if such percentage of coverage is available. Insurance moneys and funds received on account of the damage to or destruction of such property shall be applied by City to the repair, construction, or replacement of such damaged or destroyed property unless City, in its sole discretion, elects not to repair the damaged premises. Premiums paid by City for insurance provided in compliance herewith shall be included by City as a part of the Operation and Maintenance Expenses. Nothing herein shall be deemed to prohibit City from having a self-insurance program designed to provide for property, casualty, and other losses in lieu of commercial insurance. Permittee will be advised in writing if City utilizes self-insurance for the Terminal Building property insurance.

Section 12.02 PERMITTEE INSURANCE

By use and occupancy of Airport premises, Permittee understands and agrees that at all times during the Term, Permittee shall, at its sole expense and in a manner acceptable to City, purchase and maintain or caused to be maintained in force the following insurance coverages:

- a. Aircraft Permittee Liability insurance including Aircraft Liability and broad form Commercial General Liability insurance, including, but not limited to, coverage for death, bodily injury, personal injury, property damage, products/completed operations liability, independent contractors, premises liability, premises operations, damage to Assigned Premises, loss of use and contractual liability, with a liability limit of not less than One Hundred Fifty Million Dollars (\$150,000,000.00) combined single limit per occurrence and in the aggregate, on an occurrence form policy. Said limit shall be reduced to One Hundred Million Dollars (\$100,000,000.00) where Permittee's maximum seating capacity on the largest aircraft operated at the Airport by Permittee is between 99 and 60. Said limit shall be reduced to Fifty Million Dollars (\$50,000,000.00) where Permittee's maximum seating capacity on the largest aircraft operated at the Airport by Permittee is 59 or less. With respect to coverage for products/completed operations and personal injury, except

with respect to passengers, a sublimit of not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence and in the annual aggregate, shall be permitted with the approval of the Director. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft.

- b. Fire Legal Liability shall be endorsed on the policy with a minimum limit of \$1,000,000.00 per occurrence.
- c. Automobile liability insurance (any automobile) with combined single limit for bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all owned, non-owned, and hired vehicles operated by or on behalf of Permittee at the Airport, including any additional or replacement vehicles.
- d. Liquor liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence.
- e. Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) each common cause. Permittee shall likewise maintain workers' compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Florida, covering all of its employees who may from time to time be at the Airport in such capacity. Permittee shall require each of its agents, licensees, contractors, subcontractors, and suppliers to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Permittee's operations. The workers' compensation policy(s) required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, agents, elected and appointed officials, representatives, volunteers, and employees. Upon request by the Director, Permittee shall furnish the Director with evidence of such workers' compensation insurance in a form acceptable to City.
- f. Pollution legal liability for transporting or handling hazardous materials or regulated substances and environmental impairment liability coverage of \$10,000,000.00 per occurrence, with an annual aggregate of not less than \$10,000,000.00 This coverage may be self-insured by Permittee upon reasonably satisfactory evidence of Permittee's financial ability to self-insure, if requested by City.

- g. Liability coverage for acts of war, civil war, terrorism and insurrection of \$100,000,000.00 per occurrence, with an annual aggregate of not less than \$100,000,000.00.

All liability insurance policies, except employer's liability shall provide coverage that includes, or has the same substantive effect as, the following wording:

1. "City of Pensacola and each of its departments, divisions, enterprises, officers, representatives, agents, elected and appointed representatives, volunteers, and employees, in their respective capacities as such, shall be additional insureds hereunder with respect to the products, premises, and operations of the named insured to the full limits of liability required by this Permit."
2. "Permittee's insurance shall be primary insurance and non-contributory with respect to all other available sources."
3. "This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) days advance written notice has been given to City of Pensacola except that only seven (7) days' notice of cancellation of war risk coverage and only ten (10) days' notice of cancellation due to non-payment of premium or non-renewal shall be required."

Required insurance shall be evidenced by Certificates of Insurance. Each such Certificate of Insurance shall be on the appropriate ACORD form or its substantial equivalent. The "Certificate Holder" address shall read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy of the Certificate shall be sent to Pensacola International Airport, Attn: Airport Director, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

At least ten (10) calendar days prior to the Effective Date of this Permit, Permittee shall furnish the Director with Certificates of Insurance for all insurance policies required hereunder, schedule of endorsements, and copies of endorsements listing the City as additional insured and primary non-contributory. Thereafter, current Certificates of Insurance, schedules of endorsements, and copies of endorsements listing the City as additional insured and primary non-contributory shall be provided promptly upon the Director's request from time to time, but in no event less than annually. Further, within a reasonable timeframe prior to the expiration of any then-current policy

of insurance, Permittee shall deliver to , the Director a current Certificate of Insurance showing that such insurance coverage has been renewed, and at least three (3) business days prior to the date of cancellation or reduction of coverage, as received in a written notice from the insurer, Permittee shall deliver to the Director a current Certificate of Insurance showing reinstatement or other provision for the required insurance. In addition, upon any change in any insurance policy coverage or endorsement which adversely affects the requirements of this Permit, Permittee shall promptly deliver to , the Director revised Certificates of Insurance and a copy of each such changed endorsement.

In addition to the foregoing, at least ten (10) calendar days prior to the Effective Date of this Permit and annually thereafter upon each anniversary of such Effective Date, Permittee shall furnish to , the Director the written, signed opinion of Permittee's independent insurance broker confirming that such broker has reviewed (i) Permittee's insurance policies and endorsements and (ii) Permittee's insurance obligations under this Permit and that Permittee is in compliance with its insurance obligations under this Permit.

Further, upon , the Director's written requests from time to time, Permittee shall allow City's representatives to inspect, in the presence of Permittee's representatives, the complete originals of all insurance policies, including but not limited to declaration pages and endorsements, pertaining to the coverages required to be maintained by Permittee pursuant to this Permit. Permittee shall allow City's representatives to inspect such insurance documents at Permittee's corporate office located closest to Pensacola, Florida, within ten (10) business days after , the Director's written request for such inspection.

During the Term, the insurance coverages and/or the minimum limits of the insurance herein required may become inadequate, as reasonably determined by City. Accordingly, City hereby reserves the right to review all coverages and limits and to require adjustments, changes and additions to commercially reasonable and commercially available levels to be effective on the next policy renewal date after City provides at least ninety (90) days prior written notice to Permittee to make such adjustments, changes or additions.

If, at any time, Permittee fails to obtain or maintain in force the insurance required by this Section, , the Director may immediately suspend Permittee 's use of the Assigned Premises and Permittee's operations and activities in regard to the Airport until the required insurance is provided.

END OF ARTICLE

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ARTICLE 13. INDEMNIFICATION

Section 13.01 COMPREHENSIVE INDEMNIFICATION

Permittee shall INDEMNIFY, DEFEND and HOLD HARMLESS, City and its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, officers, employees, volunteers, agents and representatives, individually and collectively, from and against any and all costs (including, but not limited to, costs of investigation, reasonable attorneys' fees, court costs, and expert fees), claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to personal or bodily injury, death and property damage, including loss of use thereof, directly or indirectly arising out of, resulting from or related to Permittee's use of the Airport, or Permittee's activities in, on or about the Airport or the Assigned Premises, or any operation or activity of Permittee upon the Airport, or in connection with its use of the Assigned Premises, including but not limited to any acts or omissions of Permittee, any agent, officer, director, representative, employee, consultant or subcontractor of Permittee, or their respective officers, agents, employees, directors or representatives, all without City waiving any governmental immunity available to City under Florida law and without waiving any defenses of the parties under Florida law.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Permittee shall promptly advise City in writing of any claim or demand against City or Permittee known to Permittee related to or arising out of Permittee's activities under this Permit and shall see to the investigation and defense of such claim or demand at Permittee's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Permittee of any of its obligations under this Section 13.01.

It is the express intent of the parties to this Permit, that the indemnity provided for in this Article, shall extend to and include the Permittee's obligation to indemnify, protect, defend and hold harmless City from the consequences of City's own negligence; provided however, that the indemnity provided for in this Article with respect to City's own negligence shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall

have no application when the negligent act of City is the sole cause of the resultant injury, death or damage. Notwithstanding anything in this Article to the contrary, the indemnity liability of Permittee for City's own negligence, inclusive of all defense costs expended solely for City's defense by reason of City's own negligence, under this Article and shall not exceed \$1,000,000 per occurrence. Nothing herein shall require Permittee to indemnify City from the gross negligence or willful misconduct of City or any of its employees, officers, agents, or subcontractors.

Permittee further agrees, upon City's request, to defend, at Permittee's own expense and on behalf of City and in the name of City, and by and through legal counsel reasonably acceptable to City, any claim, proceeding or litigation, at each and all of administrative, trial and appellate levels, brought against City and/or any other person or party indemnified under this Article in connection with any claim, cause of action, liability, injury, death, damage or other matter that is subject to Permittee's indemnity obligation under this Article.

Section 13.02 49 CFR PART 1542 AIRPORT SECURITY INDEMNIFICATION

In furtherance of the provisions of Section 13.01 above and not in limitation thereof, Permittee understands and agrees that it shall fully indemnify, defend, and hold harmless City, its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, representatives, officers, agents, volunteers, and employees from and against all penalties, fines, and demands of any kind (including, but not limited to, costs of investigation, reasonable attorney fees, court costs, and expert fees) arising out of Permittee's acts or omissions resulting in alleged violations of 49 CFR Part 1542 Airport Security or any successor regulations related to airport security.

Section 13.03 SOVEREIGN IMMUNITY.

Nothing in this Article or elsewhere in this Permit shall in any way constitute or be construed as a waiver, in whole or in part, of City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

Further, nothing in this Article or elsewhere in this Permit shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against City.

END OF ARTICLE

ARTICLE 14. FEDERAL, STATE, AND LOCAL REGULATIONS

Section 14.01 RULES AND REGULATIONS

City, in its governmental capacity, and/or the Director have adopted, and may from time to time modify, amend and adopt, and will enforce Rules and Regulations with respect to the occupancy and use of the Airport, its services, and facilities by persons, vehicles, aircraft, and equipment that in the opinion of City or the Director will reasonably ensure the safe, efficient, and economically practicable operation of the Airport and provide for the safety and convenience of those using the Airport.

The Director may promulgate, adopt, modify, amend and enforce the Rules and Regulations from time to time in furtherance of said purposes and/or that the Director deems are necessary to implement the intent and terms of this Permit. All such Rules and Regulations, promulgated through the Director's authority but without governmental action or mandate, shall be reasonable and not unjustly discriminatory, and shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other federal or State agency, which is binding in law on Permittee or City, as the same now are or may from time to time be amended or supplemented nor inconsistent with the reasonable exercise by Permittee of any right or privilege granted under this Permit. City shall provide Permittee with reasonable notice prior to adoption of any new or amended Rules or Regulations in order to provide Permittee with the opportunity to comment on same prior to adoption. Permittee, upon written request to the Director, shall be furnished (at the notice address provided herein and to Permittee's on-Airport manager) a current copy of the Rules and Regulations and any amendments thereto.

Permittee agrees to observe and obey all Rules and Regulations as are currently in place and as may be reasonably established from time to time, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. It shall be a violation of this Permit for Permittee, or any of its officers, representatives, agents, employees, guests, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to violate, or to cause another person

to violate, any Rule or Regulation. Permittee shall make reasonable efforts to cause its passengers, guests, and invitees to comply with the Rules and Regulations.

City reserves the right to deny access to the Airport or its facilities to any person, firm, corporation or entity that fails or refuses to obey and comply with the Rules and Regulations.

Section 14.02 NO ILLEGAL PURPOSE

Permittee shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees, for any illegal purposes.

Section 14.03 COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

At all times during the Term of this Permit, Permittee shall, in connection with its activities and operations at the Airport:

- a. Comply with and conform to all applicable present and future statutes and ordinances, codes and regulations promulgated thereunder, of all federal, State, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Permittee or Permittee's operations and activities under this Permit. Permittee shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated there under that may be made applicable as a result of construction activities conducted by Permittee.
- b. Make, at its own expense, all non-structural improvements, repairs, and alterations to its Exclusive Use Space, equipment, and Personal Property that are required to comply with or conform to any of such statutes, ordinances, codes or regulations. Permittee shall secure the written approval of the Director before proceeding to make any improvements, repairs or alterations under this paragraph.

Section 14.04 COMPLIANCE WITH ENVIRONMENTAL LAWS

Permittee shall at all times abide by all Environmental Laws applicable to Permittee's occupancy or use, of the Assigned Premises. At the beginning of any lease term, Permittee shall identify in writing to the Director and the Airport Fire Department all Hazardous Substances (with the exception of any small quantities of household chemicals Permittee uses for general office purposes) that are used or stored or that Permittee expects to use or store in or on the Assigned Premises. This list shall be updated by Permittee in March of each year and shall include the quantities used or stored in or on the Assigned Premises. City shall have the right to inspect the Assigned Premises at any reasonable time, upon prior written notice to Permittee, to ensure compliance with Environmental Laws and the provisions of this Article, provided that such inspections shall not unreasonably interfere with Permittee's occupancy or use of the Permittee's Assigned Premises.

Permittee shall not allow its employees, contractors, subcontractors, or agents to disposal or discharge, whether accidental or intentional, of Hazardous Substances on the Assigned Premises or other Airport property except in compliance with applicable Environmental Laws and with the consent of the City not to be unreasonably withheld.

Permittee shall comply with the Airport's Spill Prevention, Control, and Countermeasure Plan ("SPCC") and all future amendments thereto and the Airport's Storm Water Pollution Prevention Plan ("SWPPP") and all future amendments thereto, to the extent applicable to Permittee's operations upon the Airport.

City represents and warrants to Permittee, and Permittee represents to City, that, to its knowledge, as of the Effective Date of this Permit, it has not received written notice that the Assigned Premises are subject to any existing, pending, or threatened investigation or inquiry by any governmental authority for any response costs or remedial obligations under any Environmental Laws, within the past two (2) years, no release of Hazardous Substances that were reportable under applicable Environmental Laws is known to have occurred in or directly around the Assigned Premises, and that this representation and warranty would continue to be true and correct following disclosure to

the applicable governmental authorities of all relevant facts, conditions, and circumstances, if any, known to City or Permittee which are pertaining to the Assigned Premises.

The Triturator Facility is an airport facility built specifically to grind aircraft lavatory waste prior to entry of such waste into the sanitary sewer system. Permittee is authorized to dispose of aircraft lavatory waste that has been processed in the Triturator Facility to the sanitary sewer system. Prior to any other waste disposal including waste disposal in contravention of this section or which could have a corrosive or degrading effect on the Triturator Facility, Permittee is required to obtain prior written approval of the Director and a wastewater pre-treatment permit if such is necessary or required by any applicable environmental regulatory authority or any Environmental Law. The written approval of the Director shall not relieve Permittee of full responsibility and liability for the disposal of any waste materials or products. The Director may withhold approval for any reason under this provision.

In the event City identifies the presence of Hazardous Substances on the Assigned Premises in violation of applicable Environmental Law that (a) did not exist prior to Permittee's occupation of the Assigned Premises, (b) is the result of Permittee's use of the Assigned Premises, and (c) requires assessment or remediation, City shall perform such assessment or remediation at the Permittee's sole cost and expense, provided that City has given Permittee at least thirty (30) days' prior written notice and opportunity to object or perform the requested work itself. If City performs the assessment and/or remediation, Permittee shall pay or reimburse to City the reasonable cost of such assessment or remediation, plus an administrative fee of fifteen percent (15%) of such cost, promptly upon demand. Notwithstanding the foregoing, the provisions of this paragraph shall not be construed or operate to alter in any way Permittee's obligations under Environmental Laws, including but not limited to Permittee's reporting obligations under Airport's SPCC and SWPPP, or under any other provision of this Permit, including without limitation Section 14.05 below.

Section 14.05 ENVIRONMENTAL REPORTS

Permittee shall promptly provide to the Director complete copies of all environmental permits and reports related to the Assigned Premises and all notices, orders, decrees, citations, and inspection

reports issued to Permittee by any environmental regulatory authority related to the Assigned Premises. The Director shall promptly provide to Permittee, on an ongoing basis and as updates are required, copies of all City environmental permits and reports related to the Assigned Premises and all notices, orders, decrees, citations, and inspection reports issued to City by environmental regulatory authorities related to the Assigned Premises.

Section 14.06 SURVIVAL OF OBLIGATIONS

The obligations of this Article shall survive the expiration, termination, sublease, or assignment of this Permit.

Section 14.07 NONDISCRIMINATION

As a condition of the use of Airport services and facilities, Permittee shall be subject to the following:

1. In the event facilities are constructed, maintained, or otherwise operated on the space assigned to Permittee for a purpose for which a U.S. Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended from time to time.
2. No person shall be excluded by Permittee from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities assigned to Permittee on the grounds of race, creed, color, national origin, sex, handicap, or religion.
3. No person shall be excluded by Permittee from participation in, denied the benefits of, or otherwise be subject to discrimination in the construction of any improvements on, over, or under the space assigned to Permittee, or the furnishing of services thereon, on the grounds of race, creed, color, national origin, sex, handicap or religion.

4. Permittee shall use the premises assigned to it in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended.

Permittee shall insert the substance of the provisions of these paragraphs on nondiscrimination in any lease, agreement, or contract by which Permittee grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the space assigned to it at the Airport.

Section 14.08 BREACH OF NONDISCRIMINATION

In the event of a breach of any of the nondiscrimination covenants set forth above, City shall have the right to terminate Permittee's right to use Airport services and facilities and to re-enter and repossess the space and the facilities thereon that had been assigned to Permittee, and hold the same as if such assignment had never been made. This provision regarding the termination of Permittee's rights to use Airport services and facilities shall not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including the expiration of appeal rights, by either Permittee or City.

Section 14.09 FAIR AND EQUAL FURNISHING OF SERVICES

As a condition of the use of Airport services and facilities, Permittee shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance with this paragraph, City may terminate Permittee's right to use Airport services and facilities.

Section 14.10 AFFIRMATIVE ACTION PROGRAM

As a condition of the use of Airport services and facilities, Permittee shall undertake an affirmative action program as required by FAA regulations, Title 14, Code of Federal Regulations, Part 152,

Subpart E, entitled “Nondiscrimination in Airport Aid Program,” or as otherwise approved by the FAA, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or handicap be excluded from participation in any employment activities covered in such Subpart E. Permittee shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Permittee shall require that its covered suborganizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

Section 14.11 MINORITY BUSINESS ENTERPRISE

As a condition of its use of Airport services and facilities, Permittee shall comply with the requirements of Title 49 of the Code of Federal Regulations, Part 23, and entitled “Participation by Minority Business Enterprise in Department of Transportation Programs” as this Part may be amended from time to time.

Section 14.12 RIGHTS OF FEDERAL GOVERNMENT

Any use of Airport services and facilities by Permittee shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

Section 14.13 SUBORDINATION OF PERMIT

The use of Airport services and facilities by Permittee, pursuant to this Permit, is subordinated to City’s existing and future obligations and agreements with or to the federal government including, but not limited to, federal grant assurances.

Section 14.14 NON-WAIVER

Nothing contained in this Permit is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including

but not limited to Permittee Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Rules and Regulations.

END OF ARTICLE

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ARTICLE 15. DEFAULT AND REMEDIES

Section 15.01 DEFAULT BY PERMITTEE AND REMEDIES OF CITY

The occurrence of any one or more of the following events (each a “Permittee Event of Default”) shall constitute a material default and breach of this Permit by Permittee:

- a. The filing by Permittee of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Permittee's assets; or
- b. Any institution of proceedings in bankruptcy against Permittee, and such proceedings are not dismissed within ninety (90) days after commencement; or
- c. The taking of jurisdiction by a court of competent jurisdiction of Permittee or its assets pursuant to proceedings brought under the provisions of any state or federal insolvency or reorganization act and such proceedings are not dismissed within ninety (90) days after commencement; or
- d. The appointment of a receiver or trustee of Permittee's assets by a court of competent jurisdiction or by a voluntary agreement with Permittee's creditors; or
- e. The abandonment by Permittee of its conduct of its Air Transportation Business at the Airport and in this context, suspension of operations for a period of ninety (90) consecutive days will be deemed abandonment in the absence of an explanation satisfactory to and accepted in writing by the Director; or
- f. The failure of Permittee to pay any sum of money due to City under this Permit, as and when due, and such failure continues uncured for fifteen (15) days after written notice thereof from City; or
- g. The failure of Permittee to maintain any of the insurance coverages required by this Permit; or
- h. The failure of Permittee to adhere to any requirements under Section 12.02 and such failure continues uncured for fifteen (15) days after written notice thereof from City; or
- i. Except as provided in the preceding paragraphs of this Section, the failure by Permittee to perform any other covenant, obligation, or condition herein required to be performed by Permittee and such failure continues uncured for thirty (30) days after written notice thereof

from the Director; provided, however, that if such failure cannot reasonably be cured within such 30-day period, such failure shall not constitute an Permittee Event of Default if within such 30-day period Permittee substantially commences to cure such failure and thereafter continuously and diligently prosecutes such cure to completion within a reasonable time.

Upon the occurrence and continuation of any Permittee Event of Default, City shall be entitled to terminate this Permit by written notice to Permittee, without prejudice to and without thereby waiving any other rights or remedies arising by reason of such Permittee Event of Default, and shall be entitled to exercise all other rights and remedies available to City under this Permit, at law, in equity and otherwise. Without limiting the generality of the foregoing, in the event that City terminates this Permit upon the occurrence and continuation of an Permittee Event of Default, City shall be entitled to recover from Permittee all direct damages incurred by City by reason of Permittee's default, including but not limited to the cost of recovering possession of the Assigned Premises; reasonable expenses of re-letting, including necessary repairs, renovation and/or alteration of the Assigned Premises; reasonable attorney's fees and any real estate commission actually paid; the amount of unpaid rent, charges, fees and other amounts which were due and payable by Permittee under the terms of this Permit at the time of termination; and the worth at the time of award by a court having jurisdiction thereof of the amount of rent, charges, fees and other amounts which would have become due and payable by Permittee under the terms of this Permit after the time of termination during the balance of the Term of this Permit. For purposes of the preceding sentence, the annual amount of rent, charges, fees and other amounts for each year or portion thereof during the balance of the Term of this Permit shall be deemed to be the same annual amount that was due and payable by Permittee for the Fiscal Year immediately preceding the time of termination of this Permit.

Alternatively, City may, without terminating this Permit, enter and repossess the Assigned Premises, remove Permittee's property and signs therefrom, and re-let the same for such rent, charges, fees and other amounts and upon such terms as shall be satisfactory to City without such re-entry and repossession working a forfeiture of the rent, charges, fees and other amounts to be paid and the covenants to be performed by Permittee during the remaining Term of this Permit. For the purpose of such re-letting, City shall be entitled to make any repairs, changes, alterations

or additions in or to the Assigned Premises that may be necessary or convenient, and City shall be entitled to recover from Permittee the cost of such repairs, changes, alterations and additions; the expenses of such re-letting; the amount of unpaid rent, charges, fees and other amounts which were due and payable by Permittee under the terms of this Permit at the time of re-letting; and the difference in value between the rent, charges, fees and other amounts payable by Permittee hereunder for the remainder of the Term of this Permit and the rent, charges, fees and other amounts actually realized from such re-letting. For purposes of the preceding sentence, the annual amount of the rent, charges, fees and other amounts payable by Permittee hereunder for the remainder of the Term of this Permit shall be deemed to be the same annual amount that was due and payable by Permittee for the fiscal year of the Airport immediately preceding such re-letting.

Further, if rents, fees, and charges are not paid when due by Permittee, subject to the notice and cure provisions of this Section 15.01 or elsewhere in this Permit, the Director is authorized to seek any necessary legal and administrative remedy to collect unpaid rents, fees, and charges and to assure timely payment of future rents, fees, and charges. These remedies shall be in addition to remedies provided elsewhere in this Article and may include any of the following:

- a. Seeking a review of Permittee's credit rating from one or more nationally recognized credit rating agencies.
- b. Seeking administrative relief through appropriate federal agencies, including the FAA.
- c. Such other legal and administrative remedies as permitted by law.

Failure by City to take any authorized action upon the occurrence of any default or Permittee Event of Default by Permittee with respect to any of the terms, covenants, or conditions required to be performed, kept, and observed by Permittee shall not be construed to be or act as a waiver of said default or Permittee Event of Default or of any subsequent default or Permittee Event of Default with respect to the same or any of the other terms, covenants, and conditions herein contained to be performed, kept, and observed by Permittee . The acceptance by City of rents or any other performance of this Permit from or by Permittee for any period or periods after the occurrence of a default or Permittee Event of Default (whether or not City has notice or knowledge thereof) by Permittee with respect to any of the terms, covenants, and conditions herein required to be performed, kept, and observed by Permittee shall not be deemed a waiver of or estoppel to enforce

such default or Permittee Event of Default or any right or remedy arising by reason thereof, nor any waiver of or estoppel to enforce any other default by Permittee, Permittee Event of Default, right or remedy.

In addition to the foregoing, and not in limitation thereof, City shall be entitled to terminate this Permit, without prejudice to and without thereby waiving any other rights or remedies available to City under this Permit, at law, in equity and otherwise, if Permittee shall be prevented, for a period of ninety (90) consecutive days, by any action of any governmental authority, board, agency, or officer having jurisdiction thereof, from conducting its Air Transportation Business at the Airport, or it is so prevented from conducting its Air Transportation Business, either by (i) reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Assigned Premises or premises required for the actual operation of Permittee 's aircraft to and from the Airport; or (ii) if all or a substantial part of the Assigned Premises shall be acquired through the process of eminent domain.

Section 15.02 DEFAULT BY CITY AND TERMINATION BY PERMITTEE

The occurrence of the following (a “City Event of Default”) shall constitute a material default and breach of this Permit by City: the failure by City to perform any covenant or condition under this Permit within the control of City and herein required to be performed by City and failure of City to use commercially reasonable efforts to remedy such default within thirty (30) days after receipt from Permittee of written notice to remedy the same; provided, however, that if such failure cannot reasonably be remedied within such 30-day period, such failure shall not constitute a City Event of Default if within such 30-day period City substantially commences to cure such failure and thereafter continuously and diligently prosecutes such cure to completion within a reasonable time.

Upon the occurrence of a material City Event of Default and if Permittee is not in default in payment to City of any amounts due City under this Permit or otherwise, Permittee shall be entitled to exercise all rights and remedies available to Permittee under this Permit, at law, in equity and otherwise; provided, however, that Permittee shall be entitled to terminate this Permit if and only if such City Event of Default results in a constructive eviction of Permittee under Florida law, in which event such termination shall be without prejudice to and without Permittee thereby waiving

any other rights or remedies arising by reason of such City Event of Default. Failure by Permittee to take any authorized action upon the occurrence of any default or City Event of Default by Permittee with respect to any of the terms, covenants, or conditions required to be performed, kept, and observed by City shall not be construed to be or act as a waiver of said default or City Event of Default or of any subsequent default or City Event of Default with respect to the same or any of the other terms, covenants, and conditions herein contained to be performed, kept, and observed by City.

The performance by Permittee of all or any part of this Permit for or during any period or periods after the occurrence of a default or City Event of Default (whether or not Permittee has notice or knowledge thereof) by City with respect to any of the terms, covenants, and conditions herein required to be performed, kept, and observed by City shall not be deemed a waiver of or estoppel to enforce such default or City Event of Default or any right or remedy arising by reason thereof, nor any waiver of or estoppel to enforce any other default by City, City Event of Default, right or remedy.

In addition to the foregoing, and not in limitation thereof, so long as Permittee is not in default in payment to City of any amounts due City under this Permit or otherwise, Permittee shall be entitled to terminate this Permit, without prejudice to and without thereby waiving any other rights or remedies available to Permittee under this Permit, at law, in equity and otherwise, upon the occurrence of any of the following events:

- a. Termination, suspension, revocation or cancellation, by any federal agency (including foreign government agency) with competent jurisdiction of Permittee's right or authority to operate as a scheduled air carrier serving the Airport, if but only if such termination, suspension, revocation or cancellation is not necessitated by or the result of an act or omission of Permittee; or
- b. Issuance by a court of competent jurisdiction of an injunction that in any way substantially prevents or restrains the use of the Airport or any part thereof necessary for Permittee's scheduled flight operations and which injunction remains in force for a period of at least thirty (30) days after City has exhausted or abandoned all appeals, if but only if such

injunction is not necessitated by or the result of an act or omission of Permittee; or

- c. If, at any time during the Term of this Permit, because of City's failure to provide within a reasonable time safe aircraft operating facilities, the Federal Aviation Administration or its successor fails or refuses to certify the Airport as adequate to accommodate aircraft that Permittee is licensed to operate and is operating into and from all other airports of like size and character and with similar facilities and which aircraft are in general use on Permittee's scheduled transportation route system and which Permittee may reasonably desire to operate into or from the Airport, if but only if such refusal or failure is not necessitated by or the result of an act or omission of Permittee ; or
- d. The inability of Permittee for a continuing period in excess of ninety (90) days to use the Airport or to exercise any rights or privileges granted to Permittee hereunder and necessary to its scheduled flight operations because of any law or ordinance by any governmental authority having jurisdiction over the operations of the Airport or Permittee, or because of any order, rule, regulation, or other action or any non-action of the Federal Aviation Administration, its successor, or any other authorized governmental agency prohibiting such use, if but only if Permittee's inability is not necessitated by or the result of any act or omission of Permittee; or
- e. The assumption by the United States government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part thereof, in such a manner as to substantially restrict Permittee, for a continuous period of at least ninety (90) days, from operating its Air Transportation Business; or
- f. Termination, suspension, or discontinuation of Permittee's services at the Airport by a governmental agency authorized to do so because of a war or national emergency declared by the government.

In any event where the use of the Airport by Permittee is materially affected as provided herein through no fault of Permittee and whether or not Permittee is entitled to cancel this Permit as herein provided, while such event is continuing, an equitable adjustment to the rents herein required to be paid by Permittee shall be made by the Director.

Section 15.03 TERMINATION UNDER SECTION 2.01.

Nothing in this Article 15 shall operate or be construed to limit or impair the parties' respective rights to terminate this Permit upon the giving of not less than thirty (30) days' prior written notice pursuant to Section 2.01 above.

END OF ARTICLE

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ARTICLE 16. ASSIGNMENT AND SUBLETTING

Permittee shall not at any time assign or sublet this Permit in whole or in part; provided, however, that the foregoing shall not prevent the assignment of this Permit to any corporation with which Permittee may merge or consolidate or which may succeed to the business of Permittee. Any purported assignment or subletting of this Permit in violation of this paragraph shall be null and void.

All of the terms, provisions, covenants, stipulations, conditions, and consideration in this Permit shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

City hereby retains the right to assign and transfer this Permit to another public body of the State of Florida pursuant to any applicable laws of the State. In such event, this Permit shall be binding upon such successor, and City shall have no further obligation or liability under this Permit arising after the date of such assignment.

END OF ARTICLE

ARTICLE 17. MISCELLANEOUS

Section 17.01 ACKNOWLEDGMENT

The parties hereto acknowledge that they have thoroughly read this Permit, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations hereunder. The parties further acknowledge that this Permit is the result of extensive negotiations between the parties and shall not be construed against City by reason of the preparation of this Permit by City.

Section 17.02 AIRPORT ACCESS LICENSE/PERMIT

City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport operational areas and to levy directly against Permittee or its suppliers a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. The Director shall give reasonable notice to, and shall consult with, Permittee prior to making any material change to such license or permit charges.

Section 17.03 AMENDMENTS

This Permit may be amended in whole or in part without further consideration upon mutual written consent of both parties.

Section 17.04 AUTHORITY OF DIRECTOR

The Charter of the City of Pensacola provides that the Mayor shall serve as the City's Chief Executive Officer. The Mayor is authorized and obligated to perform, discharge and enforce all the obligations, rights and responsibilities of the City which are created by, referenced or expressly or implicitly contained in this Permit. The Mayor may, in his discretion, enforce and perform the rights and obligations of the City through such designees as he may select and identify to the signatories herein, and until such notice to the contrary has been provided, the Mayor hereby designates the Airport Director as his designee, unless provided otherwise or required by law.

Section 17.05 BUSINESS PRIVILEGE FEES

The City has reserved the right to levy Business Privilege Fees on any person or company (including Permittee as provided elsewhere in this Permit) for conducting business at the Airport. During the Term of this Permit, the Business Privilege Fee will be an amount equal to ten (10.0%) of Gross Revenue billed for services or commodities delivered at the Airport.

Section 17.06 CAPACITY TO EXECUTE

Each of the parties hereto warrants and represents that the execution and delivery of this Permit by the undersigned representatives has been duly authorized by all necessary corporate or municipal action, as applicable.

Section 17.07 CITY NOT LIABLE

Except as specifically provided for in this Permit, City shall not be under any duty or obligation to the Permittee to repair or maintain the Assigned Premises, or any portion thereof, or any facilities or equipment constructed thereon; provided that City shall repair damages to the Assigned Premises caused solely by the negligence or willful misconduct of City, its employees, agents or contractors. The City shall not be responsible or liable to the Permittee for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by the Permittee resulting from failure of any water supply, heat, air conditioning, electrical power, or sewage or drainage facility, or caused by the natural physical conditions on the Airports, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any other cause or peril beyond the control of City.

Section 17.08 COMPLIANCE BY OTHER TENANTS.

The City shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Rules and Regulations; however, City shall not be liable to the Permittee for any violation or non-observance of the Rules and Regulations by any user, tenant, concessionaire, other Air Transportation Company, invitee, licensee, or trespasser at the Airports nor shall such violation or non-observance by a user, tenant, concessionaire, other Air Transportation Company, invitee,

licensee, or trespasser at the Airports, constitute a waiver of the Permittee 's obligation to comply with the Rules and Regulations.

Section 17.09 COMPLIANCE WITH FAR PART 77

Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned by Permittee for the Assigned Premises, or in the event of any planned modification or alteration by Permittee of any present or future building or structure on the Assigned Premises.

Section 17.10 DELIVERY OF NOTICES

Any notice required or permitted by this Permit shall be in writing and (1) served by email to the email address of the intended recipient set forth hereinbelow and (2)(a) served personally (b) sent by registered or certified mail (return receipt requested), postage prepaid, or (c) sent by a nationally recognized courier service such as FedEx, or UPS, fees prepaid, for next business day delivery. Any notice sent pursuant to this paragraph shall be deemed to have been received by the addressee on the earlier of (a) actual receipt or (b) five (5) business days after deposit of it in the U. S. mail or (c) the next business day after deposit of it with such courier service, as the case may be, in each case provided that such notice has also been served via email as provided hereinabove.

Notices to City shall be addressed to:

CITY OF PENSACOLA
Airport Director
Pensacola International Airport
2430 Airport Blvd., Ste. 225
Pensacola FL 32504
mcoughlin@cityofpensacola.com

with copy to:

CITY OF PENSACOLA
City Attorney
222 W. Main Street
Pensacola, Florida 32502
legal@cityofpensacola.com

Notices to Permittee shall be addressed to:

Email address: _____

Section 17.11 DISTRIBUTION OF FUNDS UPON TERMINATION.

Upon termination of this Permit, all amounts remaining in any fund or account, including any debt service reserve, established under any Bond Resolution or other financing documents entered into by City shall be distributed or applied in accordance with the provisions of the Bond Resolution or other financing document under which such fund or account was established. All amounts in any other fund or account established in connection with this Permit shall be distributed to City, which may use such amounts for any lawful Airport Purposes.

Section 17.12 EMPLOYEES OF PERMITTEE

Permittee shall require all of its employees and subcontractors and independent contractors hired by Permittee working in view of the public and about the Terminal Building to wear attire as appropriate to the job duties performed and to display appropriate identification. Permittee employees shall obtain identification badges from the Director. Permittee, or its employees, shall

be responsible for paying the cost of Transportation Security Administration required employee background checks and badging.

Section 17.13 ENERGY CONSERVATION

Permittee shall comply with the Rules and Regulations pertaining to energy conservation and management to the extent that such Rules and Regulations do not unreasonably infringe on the rights and privileges granted herein or place an undue financial or administrative burden on Permittee.

Section 17.14 ENTIRE PERMIT

This Permit constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by City and Permittee. This Permit supersedes all prior permits, agreements and understandings, written and oral, expressed or implied, between City and Permittee related hereto. Permittee agrees that no representations or grant of rights or privileges shall be binding upon City unless expressed in writing in this Permit.

Section 17.15 EXCLUSIVENESS OF PERMITTEE 'S RIGHTS

Nothing herein contained shall be deemed to grant to Permittee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Permittee shall have the right to exclusive possession of the Exclusive Use Space leased to Permittee under the provisions of this Permit.

Section 17.16 FAVORED NATIONS

Permittee shall have the same rights and privileges and pay City-established fees and charges determined on the same basis, not to exceed those established under the provisions of this Permit as periodically revised under the terms hereof, with respect to the use of the Airport as any other Non-Signatory Airline. Notwithstanding the foregoing, it is understood that rents and fees

established in this Permit may, to the extent permitted under applicable federal law, vary among Non-Signatory Airlines on account of the different areas to be used.

Section 17.17 FORCE MAJEURE

Neither City nor Permittee shall be deemed in violation of this Permit if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, terrorism, weather conditions, tides, riots, rebellion, sabotage, Federally declared epidemics, Federally declared pandemics, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these provisions shall not excuse Permittee from paying rents, fees, and charges; however, in the event of a Force Majeure that prevents Permittee from paying rents, fees and charges as and when due under this Permit, Permittee may delay making such payments until such Force Majeure no longer exists but in no event for more than thirty (30) days after the first occurrence of such Force Majeure.

Section 17.18 GENERAL INTERPRETATION

Insofar as this Permit grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Permittee, such use or the doing of such act or thing by Permittee shall be in connection with the operation of its Air Transportation Business on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Permit solely for its own benefit, and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Permit) this Permit does not grant to any third person (excepting a successor party to City or Permittee) a right to claim damages or bring any suit, action, or other proceeding against either City or Permittee because of any breach hereof.

Section 17.19 GOVERNING LAW

This Permit 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 Permit.

Section 17.20 HOLDING OVER

If Permittee remains in possession of the Assigned Premises after the termination of this Permit, whether pursuant to Section 2.01 or otherwise, without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Permit, but shall create only a license that may be terminated at any time by City. Such holding over shall otherwise be under the same terms and conditions as set forth in this Permit.

Section 17.21 HEADINGS

The headings of the Articles and paragraphs of this Permit are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Permit and shall not be construed to affect in any manner the terms and provisions of this Permit or of its interpretation.

Section 17.22 INCORPORATION OF EXHIBITS

All exhibits referred to in this Permit are intended to be and hereby are specifically incorporated and made a part of this Permit.

Section 17.23 INCORPORATION OF REQUIRED PROVISIONS

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

Section 17.24 INDEPENDENT CONTRACTOR

As respects City, Permittee shall be and remain an independent contractor for all intents and purposes.

Section 17.25 NO AGENCY

Nothing in this Permit shall be construed as making the Permittee an agent or representative of City for any purpose whatsoever.

Section 17.26 INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided the invalidity of any such covenant, condition, or provision does not materially prejudice either City or Permittee in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Permit.

Section 17.27 LICENSES, FEES, AND PERMITS

Permittee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Permit and the privileges extended hereunder.

Section 17.28 LIENS

No person or entity performing or providing labor, work, services or materials to or upon the Assigned Premises by, through or at the request of Permittee shall be entitled to claim or assert any lien, statutory or otherwise, against City's fee simple estate and interest in the Assigned Premises or any portion thereof. Permittee shall not suffer or permit any construction, mechanics' or other lien to be filed against the fee of the Assigned Premises or against Permittee's leasehold interest in the Assigned Premises by reason of any work, labor, services or materials supplied or claimed to have been supplied to Permittee or to anyone holding the Assigned Premises, or any part thereof, through or under Permittee.

If any such construction lien shall be recorded against City's fee simple estate and interest in the Assigned Premises or against Permittee's leasehold interest in the Assigned Premises, Permittee shall promptly cause the same to be removed or bonded against in accordance with applicable law and in any event within thirty (30) days after Permittee receives notice of such filing.

In the event any person or corporation shall attempt to assert a construction lien or other lien against the Assigned Premises for improvements made by Permittee, Permittee shall hold City harmless from such claim, including the cost of defense.

Section 17.29 NATIONAL EMERGENCY

This Permit and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

Section 17.30 NONLIABILITY OF INDIVIDUALS

No director, officer, agent, elected official, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Permit or because of any breach thereof or because of its or their execution or attempted execution.

Section 17.31 NONINTERFERENCE WITH AIRPORT OPERATIONS

Permittee, by accepting this Permit, expressly agrees for itself, its successors, and assigns that it will not make use of its Assigned Premises in any manner that might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, on reasonable notice to Permittee and opportunity to cure, City reserves the right, among others, to enter Permittee Assigned Premises and cause the abatement of such interference at the expense of Permittee.

Section 17.32 NOTICE OR CONSENT

Any notice, consent or approval required herein to be obtained from or given by City (or the Director) may be given by the Director unless otherwise provided. Consent or approval of City or Permittee when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 17.33 OBTAINING FEDERAL AND STATE FUNDS

City shall use its best efforts to maximize grants from State or federal agencies or other sources, when consistent with prudent management of the Airport.

Section 17.34 OPERATION OF AIRPORT

City agrees to maintain and operate the Airport in substantial compliance with all applicable standards, rules, and regulations of the Federal Aviation Administration or its successor. City shall exercise its rights hereunder and otherwise operate the Airport with due regard for the operational requirements and long-term interests of Permittee and the interests of the traveling public, in a manner that is consistent with applicable laws, federal aviation regulations, federal grant assurances, and City Bond Resolution.

Section 17.35 OTHER LAND AND BUILDINGS EXCLUDED

It is agreed and understood that it is not intended by this Permit or any exhibit hereto to lease any building, space, or area or to set any rental rates for any building, space, or area other than what is specifically described herein.

Section 17.36 OWNERSHIP OF IMPROVEMENTS

Upon completion of or installation of any fixture, addition, or improvement, excluding Personal Property as defined in Article 1, on the Assigned Premises, such addition, fixture, or improvement shall immediately become the property of City, as owner, subject only to the right of Permittee to use same during the term of this Permit and shall remain the property of City thereafter with the sole right, title, and interest thereto.

Section 17.37 PAYMENT OF TAXES

Permittee shall pay all taxes and assessments that may be levied upon, assessed, or charged Permittee or its property located on the Airport by the State of Florida or any of its political subdivisions or municipal corporations, and shall obtain and pay for all licenses and permits required by law. However, Permittee shall have the right to contest, in good faith, the validity or application of any such tax, assessment, license, or permit and shall not be considered in default hereunder so long as such contest is in progress. Further, Permittee agrees to diligently prosecute such contest.

Section 17.38 PUBLIC ADDRESS SYSTEM

Permittee agrees that the use of the Airport's public address system will be in accordance with the Airport's written public address system policy. Permittee shall not install, cause to be installed, or use any other public address system at the Terminal Building without the prior written approval of the Director.

Section 17.39 PUBLIC RECORDS LAWS

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Permittee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Permittee. Notwithstanding any contrary provision in this Permit, any failure by Permittee to comply with the Florida Public Records Law, if and to the extent that it is applicable to Permittee, that continues for seven (7) days after written notice from City may, in City's sole discretion, result in immediate termination of this Permit.

IF PERMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PERMITTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PERMIT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY CLERK, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502; PUBLICRECORDS@CITYOFPENSACOLA.COM; (850) 435-1715.

Section 17.40 PRUDENT OPERATOR

City agrees to operate the Airport in a prudent manner to maximize Non-Airline Revenues consistent with its obligations as a public airport sponsor.

Section 17.41 RECITALS INCORPORATED BY REFERENCE

The recitals set forth on pages 10 and 11 of this Permit are true and correct, constitute binding covenants by and between the Parties, and are hereby incorporated herein by reference.

Section 17.42 REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Permit shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to City or Permittee at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Section 17.43 RIGHT TO AUDIT BOOKS AND RECORDS

Permittee agrees to keep books and records on its operations at the Airport or its headquarters for a period of five (5) years, and the Director or any other authorized City representative, upon reasonable advance written notice to Permittee, shall have the right to inspect and audit such books and records to ensure compliance with the prevailing municipal bond disclosure requirements and to determine that City has received from Permittee all moneys due City under the terms hereof, including, but not limited to, rents, fees, and charges and PFCs (if applicable) payable to City by Permittee. Likewise, Permittee shall have the right to inspect the books and records of City relating to the provisions hereof.

Section 17.44 RIGHT TO LEASE TO UNITED STATES GOVERNMENT

During time of war or national emergency, City shall have the right to lease the Airport landing area or any part thereof to the United States government for use by the Armed Forces and, if any such lease is executed, the provisions of this Permit insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended; however, such suspension shall not extend the Term of this Permit. If, as a result of any such lease, the rights or duties of Permittee hereunder are materially affected, then Permittee shall receive an equitable rental adjustment or the right to terminate as described herein.

Section 17.45 RIGHTS RESERVED TO CITY

Nothing contained herein shall unlawfully impair the right of City to exercise its governmental or legislative functions. This Permit is made subject to the Constitution and laws of the State of Florida and to the Ordinances and Charter of City of Pensacola, Florida, as amended from time to

time, and to the provisions of the Airport Improvement Program Grant Permits now or hereafter applicable to the Airport and its operation, and the provisions of such agreements, insofar as they are applicable to the terms and provisions of this Permit, shall be considered a part hereof to the same extent as though copied herein at length to the extent, but only to the extent, that the provisions of any such agreements are required generally by the United States at other civil airports receiving federal funds. To the best of City's knowledge, nothing contained in such laws or agreements conflicts with the express provisions of this Permit.

Section 17.46 SEC RULE 15C2-12.

Permittee, upon request by City, shall provide City with such information as City may reasonably request in writing to comply with City's continuing disclosure requirements under SEC Rule 15c2-12 as it may be amended from time to time, provided, however, that Permittee may in lieu of providing the requested information direct City to an Permittee or SEC website where the requested information is then currently available.

Section 17.47 SUBORDINATION TO PERMITS WITH THE U.S. GOVERNMENT

This Permit is subject and subordinate to the provisions of any agreements heretofore or hereafter made between City and the United States relative to the operation or maintenance of the Airport, the execution of which agreement has been required as a condition precedent to the transfer of federal rights or property to City for Airport Purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airports Act, the Airport and Airway Development Act of 1970, and the Airport and Airway Improvement Act of 1982, as such acts have been amended from time to time. City covenants that it has no existing agreements with the United States in conflict with the express provisions hereof.

In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Permit, Permittee agrees to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the

terms, conditions, or requirements of this Permit as may be reasonably required to enable City to obtain such grant of funds, provided that in no event shall such changes materially impair the rights of Permittee hereunder.

Section 17.48 SUCCESSORS AND ASSIGNS

The provisions of this Permit shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, this provision shall in no way whatsoever alter the restriction herein regarding assignment and subletting by Permittee.

Section 17.49 TRIAL BY JURY

The parties to this Permit desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors, heirs and permitted assigns, that they shall and hereby do waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Permit and/or the relationship which arises hereunder. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.

Section 17.50 THIRD PARTIES

Nothing in this Permit, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Permit.

Section 17.51 TIME IS OF THE ESSENCE

Time is of the essence in this Permit.

END OF ARTICLE

IN WITNESS WHEREOF, the undersigned have duly executed this Permit as of the dates set forth below.

CITY:

CITY OF PENSACOLA

PERMITTEE:

By: _____
D.C Reeves, Mayor

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Signed and delivered in the presence of:

Attest: _____
Erika L. Burnett, City Clerk

Print Name: _____

Approved as to Substance:

Print Name: _____

Matthew F. Coughlin,
Airport Executive Director

Legal in form and execution:

JOHN DANIEL LAW P.A.,
a Florida professional association,
Airport Attorney

John P. Daniel, Its President

Exhibit A – Airport Layout Plan

DRAFT

EXHIBIT A –AIRPORT LAYOUT PLAN

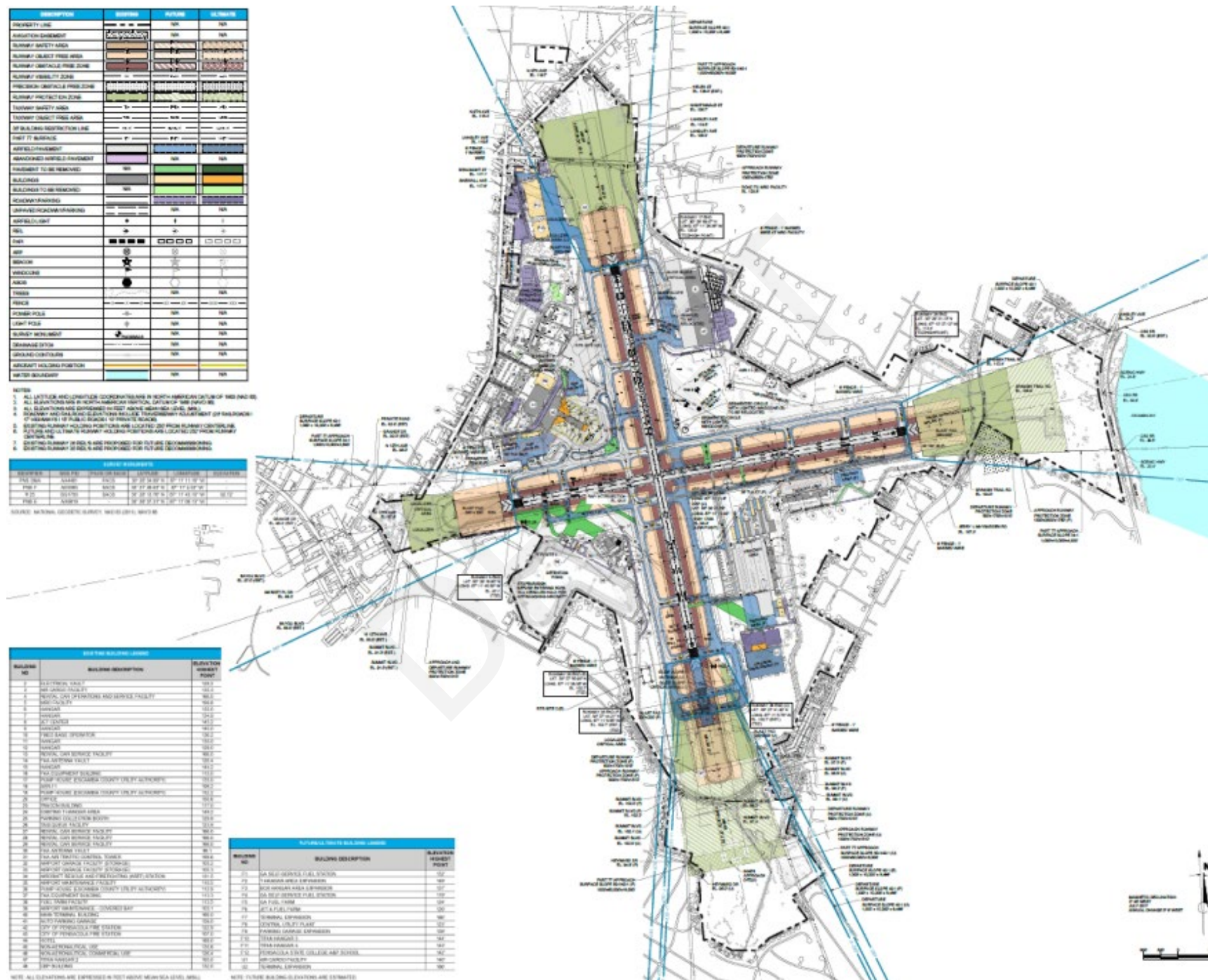


Exhibit 2

Exhibit B – Terminal Layout Plan

DRAFT

EXHIBIT B – TERMINAL LAYOUT PLAN



EXHIBIT B – TERMINAL LAYOUT PLAN

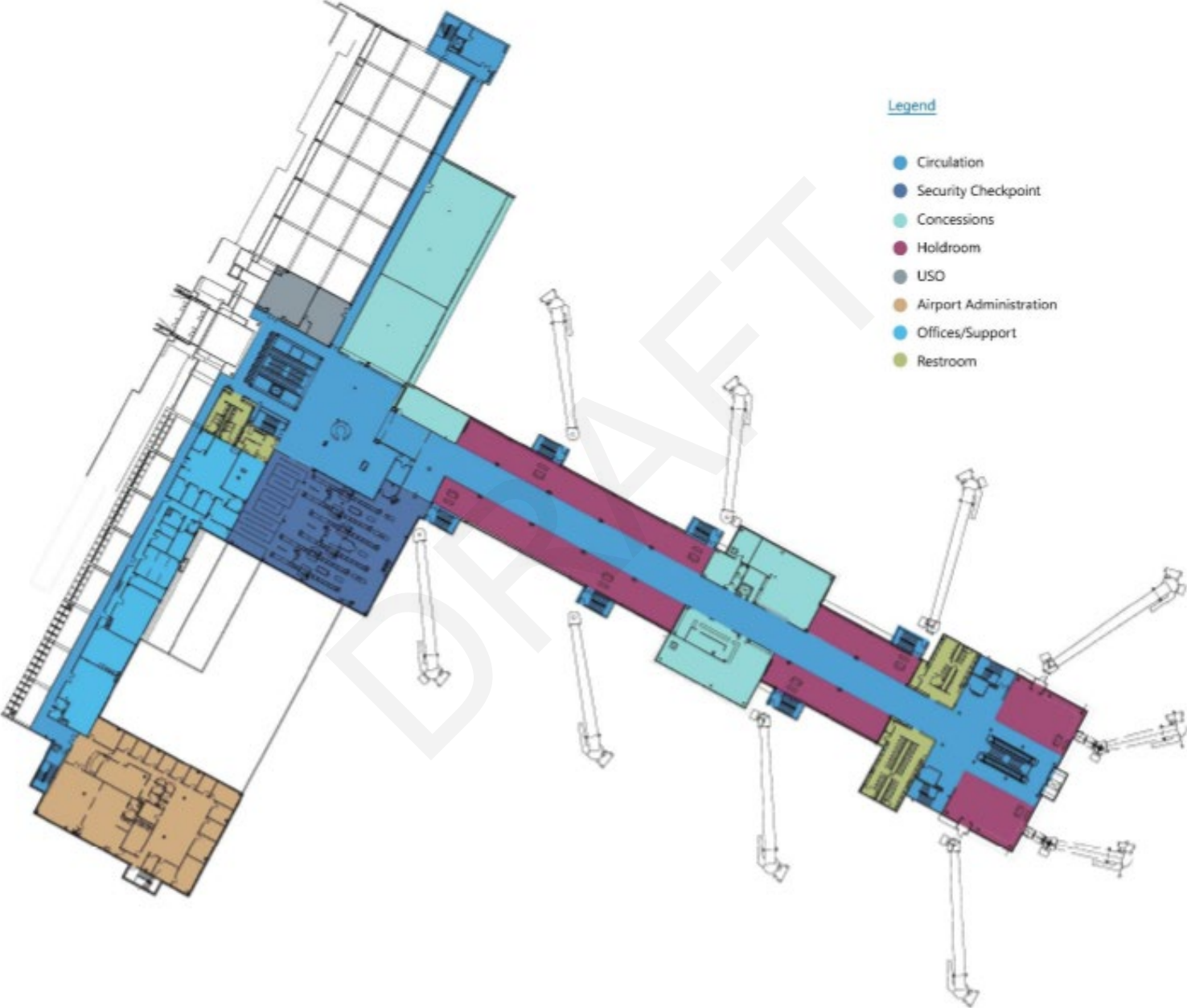


Exhibit C – Assigned Premises

DRAFT

EXHIBIT C- ASSIGNED PREMISES

PER TURN USE SPACE

HOLDROOMS

SPIRIT - Per Turn

Category				
Per Turn Use Space	Rented	Not Rented	Non Rentable	Total
Airline Holdroom & Gates				
Spirit				
Holdroom 8	1,507	-	-	1,507
Total Holdrooms & Gates	1,507	-	-	1,507

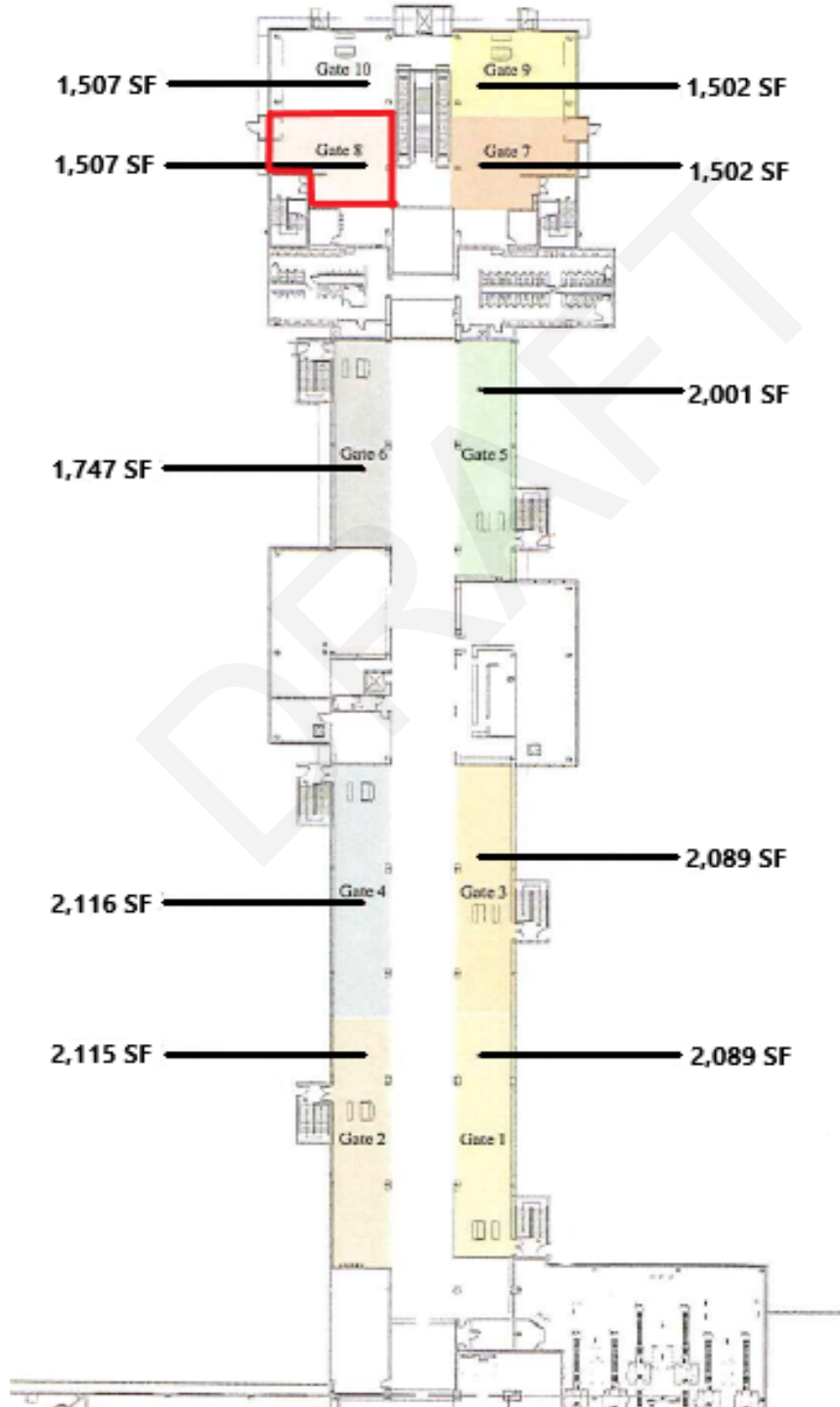


EXHIBIT C- ASSIGNED PREMISES

PER TURN USE SPACE

GATE/AIR CARRIER RAMP

SPIRIT - Per Turn

Category				
Per Turn Use Space	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space				
Spirit				
Ramp 8	140	-	-	140
Total Air Carrier Ramp	140	-	-	140

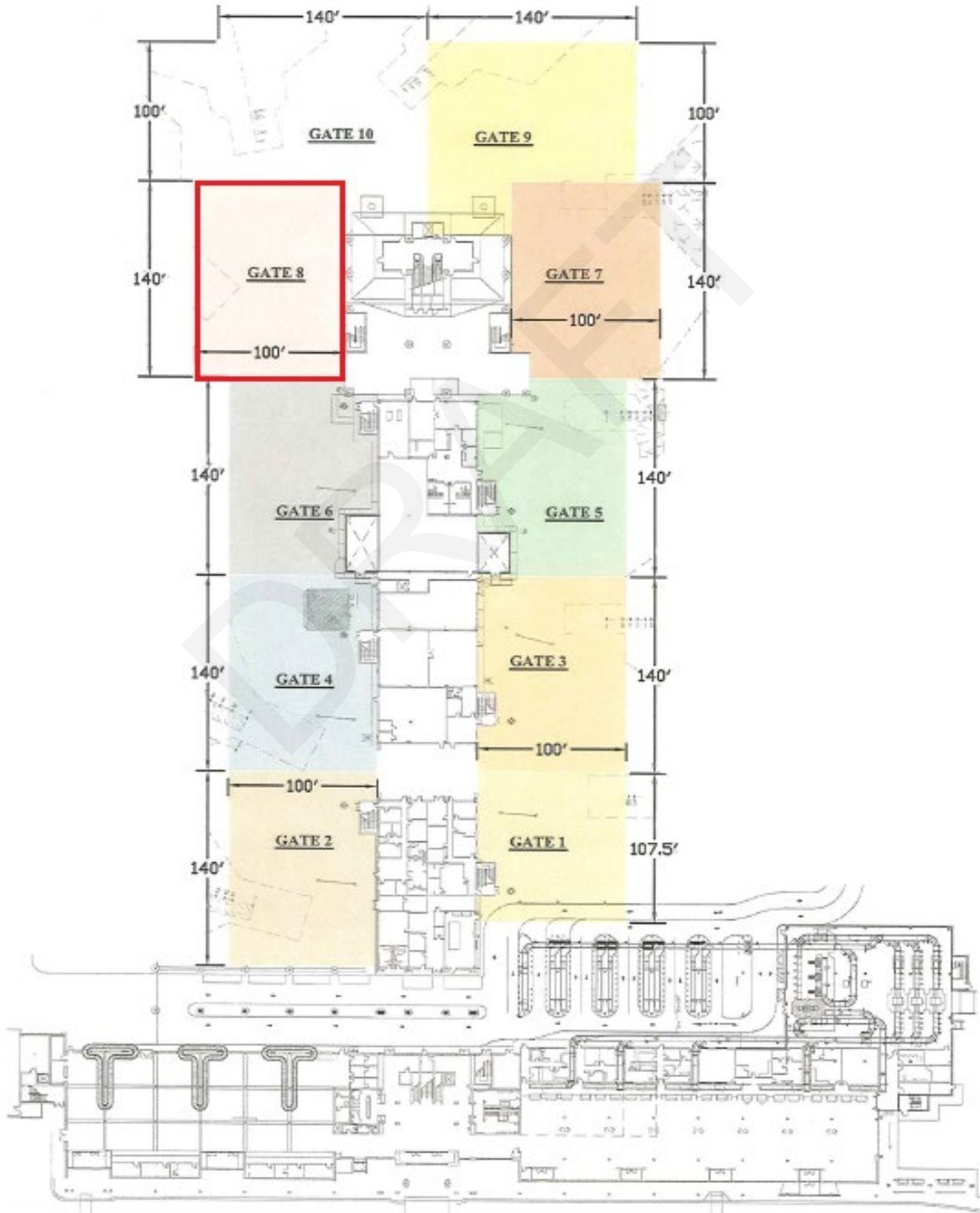


EXHIBIT C- ASSIGNED PREMISES

EXCLUSIVE SPACE

TICKETING/OPERATIONS

SPIRIT - 3,056 SF

Category					
Exclusive Use Space		Rented	Not Rented	Non Rentable	Total
Airline Ticketing, Operations, and Office Areas					
Spirit	Ticketing Space	1,110	-	-	1,110
	Operations Space	821	-	-	821
	Bag Service Office	1,125	-	-	1,125
Total Ticketing, Operations, and Office Areas		3,056	-	-	3,056

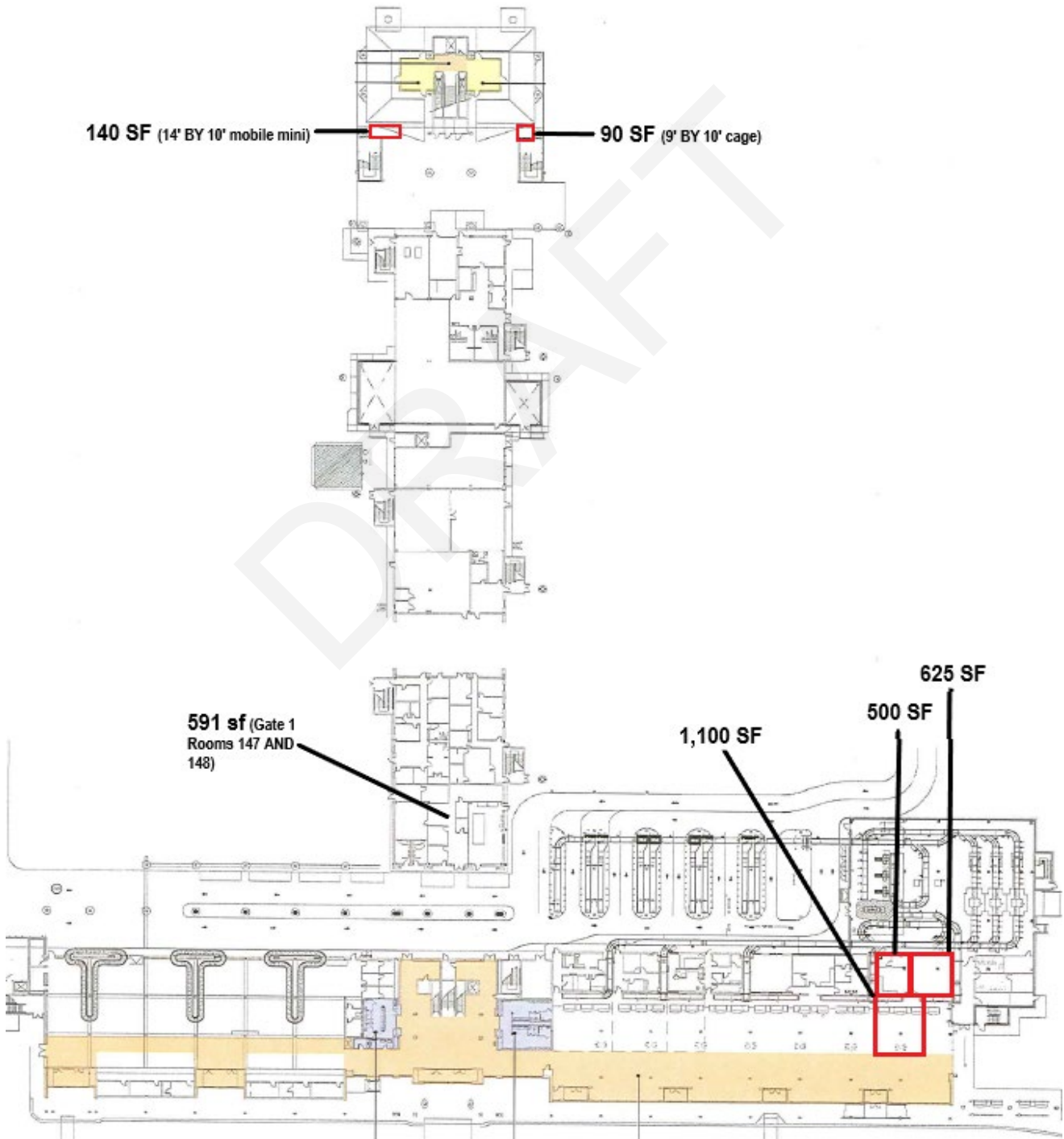


EXHIBIT C- ASSIGNED PREMISES

PER TURN USE SPACE

HOLDROOMS

FRONTIER - Per Turn

Category				
Per Turn Use Space	Rented	Not Rented	Non Rentable	Total
Airline Holdroom & Gates				
Frontier				
Holdroom 6	1,747	-	-	1,747
Total Holdrooms & Gates	1,747	-	-	1,747

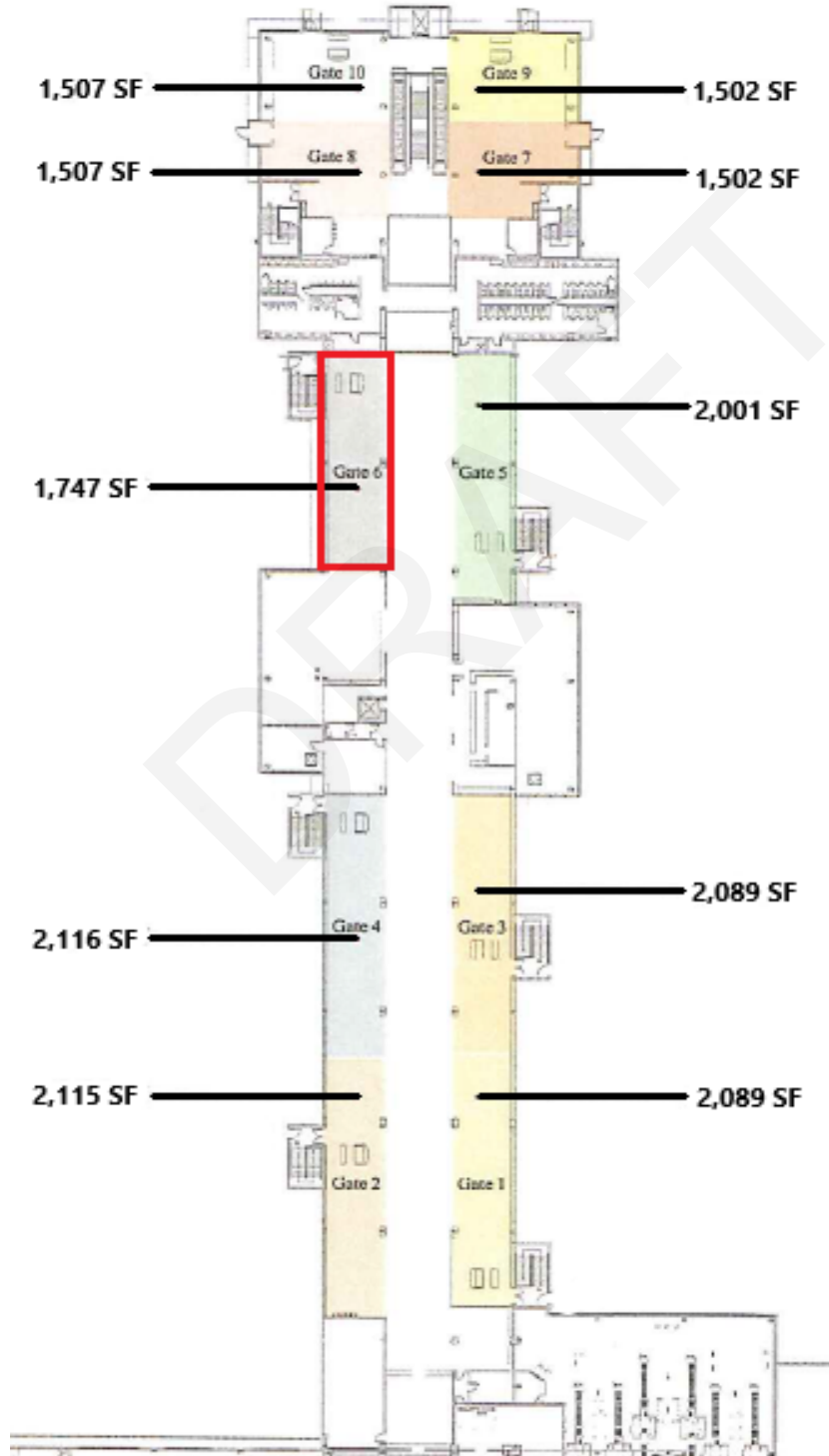


EXHIBIT C- ASSIGNED PREMISES

PER TURN USE SPACE

GATE/AIR CARRIER RAMP

FRONTIER - Per Turn

Category				
Per Turn Use Space	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space				
Frontier				
Ramp 6	140	-	-	140
Total Air Carrier Ramp	140	-	-	140

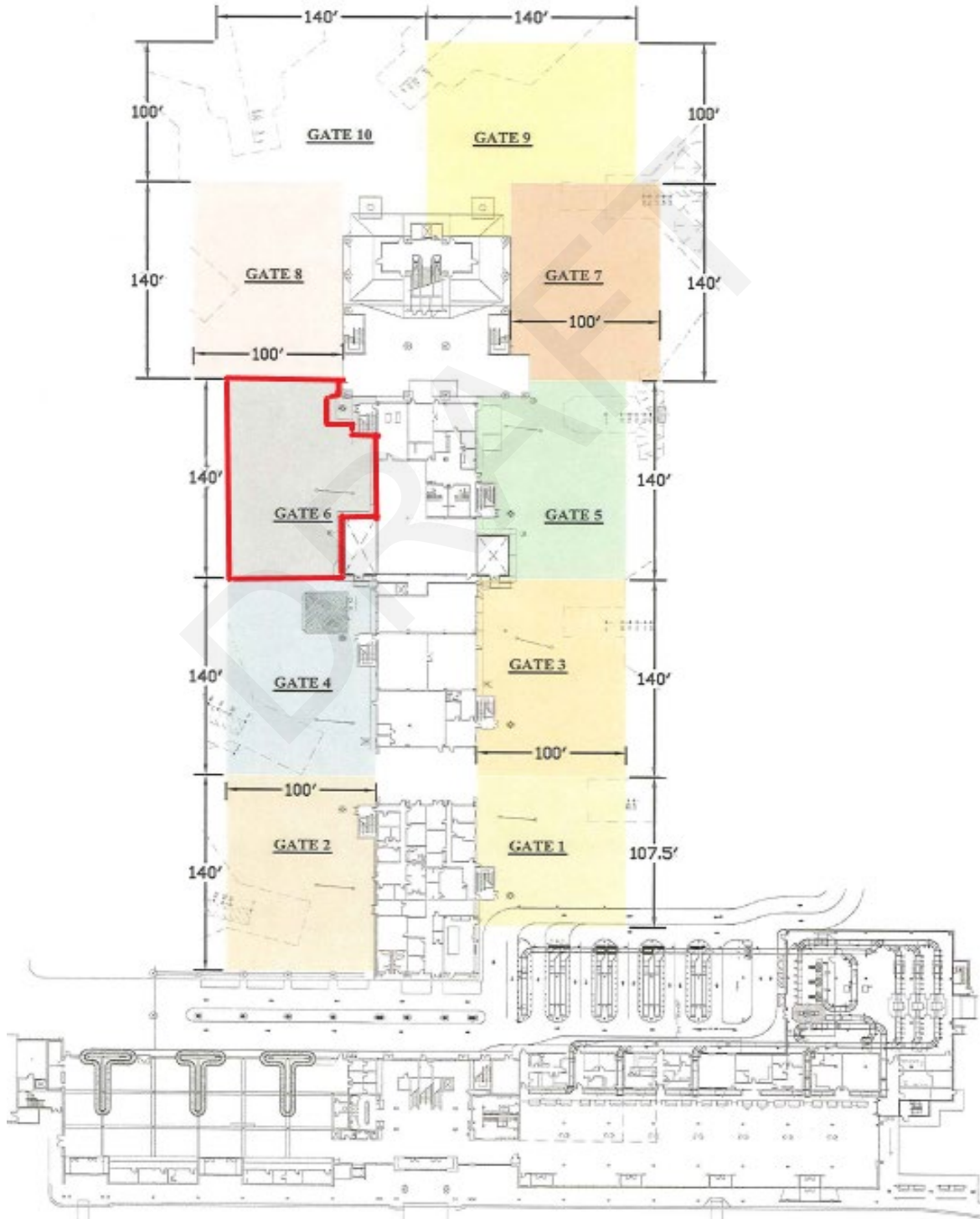


EXHIBIT C- ASSIGNED PREMISES

EXCLUSIVE SPACE

TICKETING/OPERATIONS

FRONTIER - 1,703 SF

Category					
Exclusive Use Space		Rented	Not Rented	Non Rentable	Total
Airline Ticketing, Operations, and Office Areas					
Frontier	Ticketing Space	1,294	-	-	1,294
	Operations Space	25	-	-	25
	Bag Service Office	384	-	-	384
Total Ticketing, Operations, and Office Areas		1,703	-	-	1,703

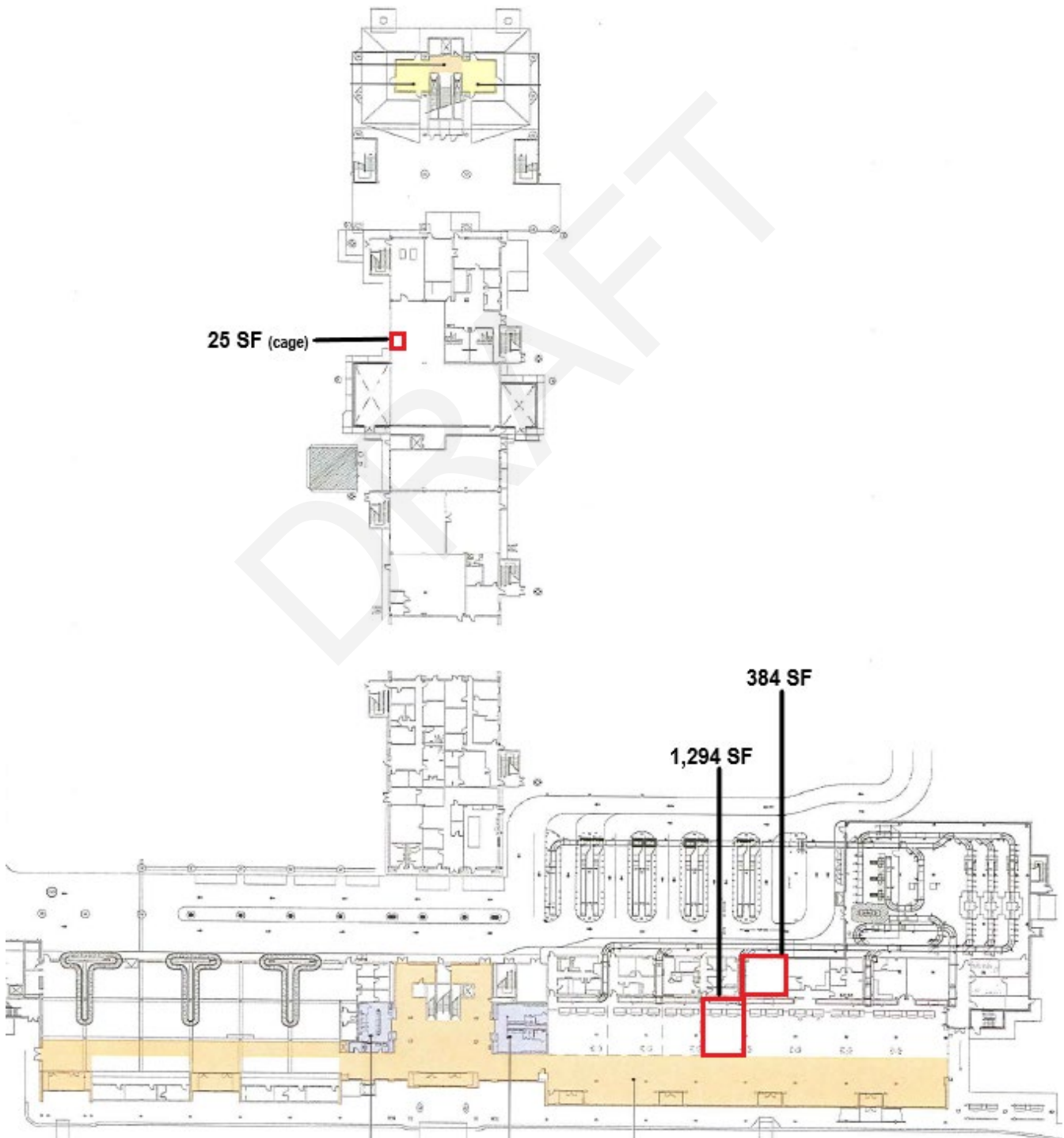


EXHIBIT C- ASSIGNED PREMISES

PER TURN USE SPACE

HOLDROOMS

BREEZE - Per Turn

Category				
Per Turn Use Space	Rented	Not Rented	Non Rentable	Total
Airline Holdroom & Gates				
Breeze				
Holdroom 9	1,502	-	-	1,502
Total Holdrooms & Gates	1,502	-	-	1,502

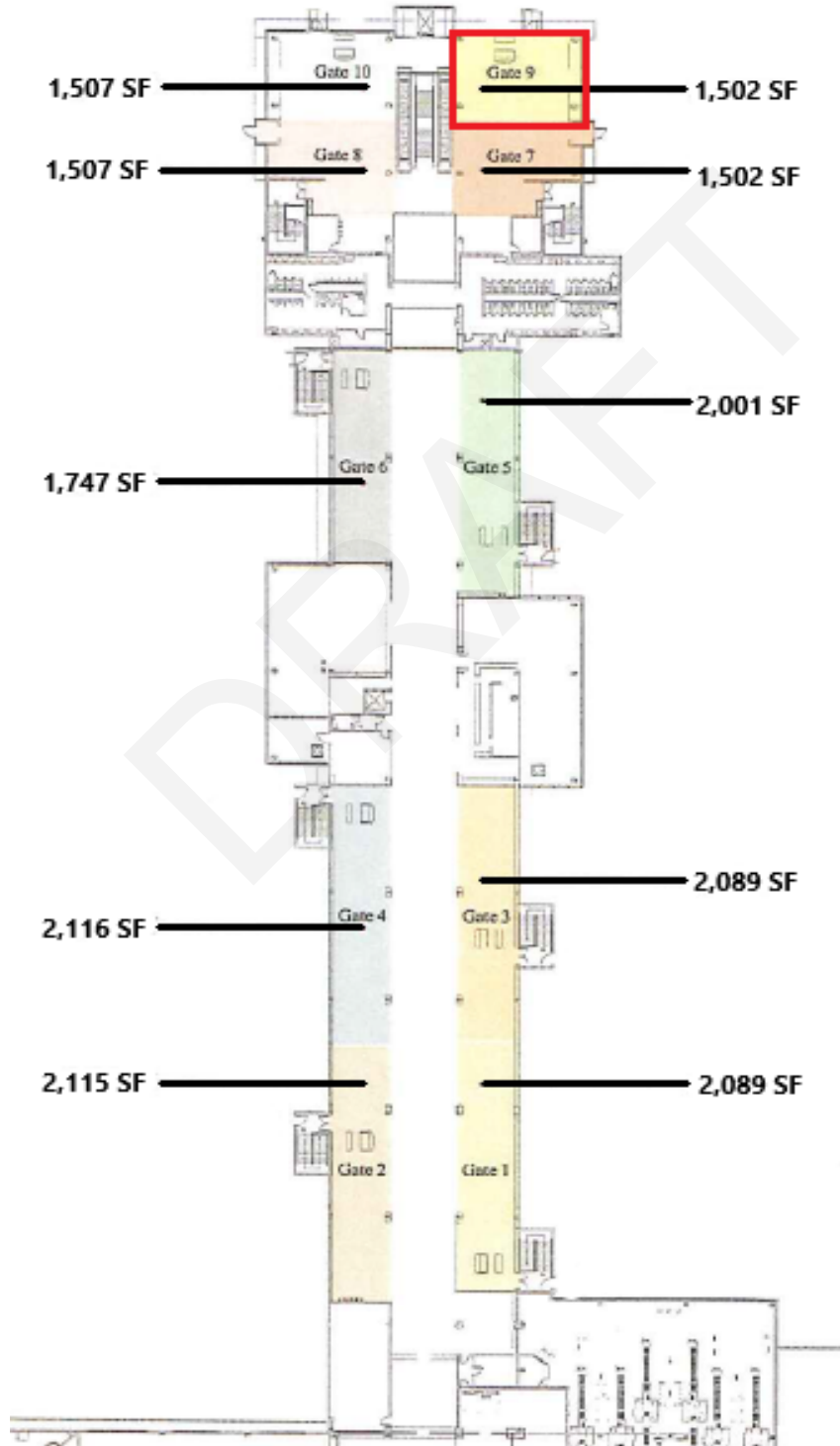


EXHIBIT C- AIRLINE RENTED SPACE

PER TURN USE SPACE

GATE/AIR CARRIER RAMP

BREEZE - Per Turn

Category				
Per Turn Use Space	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space				
Breeze				
Ramp 9	140	-	-	140
Total Air Carrier Ramp	140	-	-	140

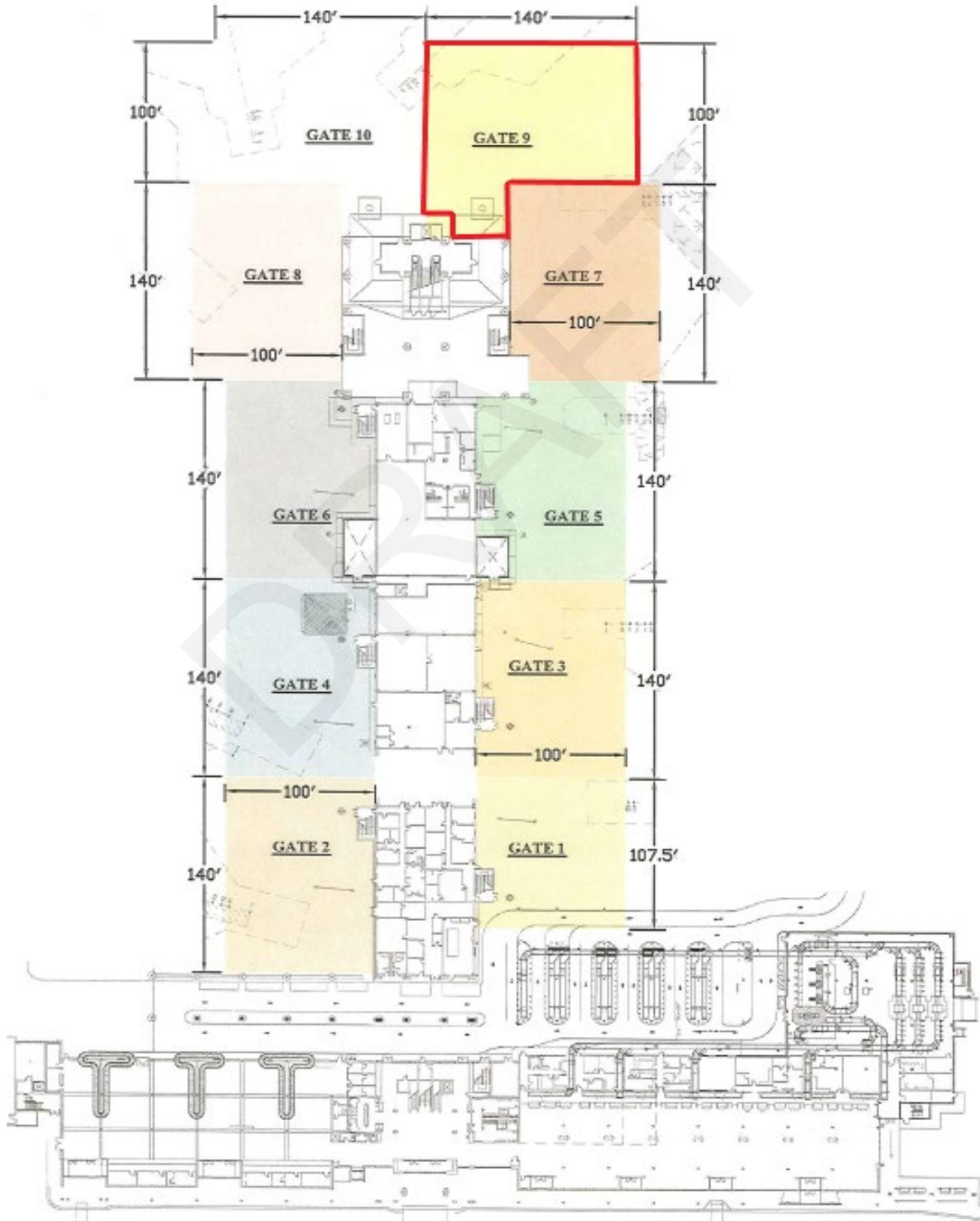


EXHIBIT C- AIRLINE RENTED SPACE

EXCLUSIVE SPACE

TICKETING/OPERATIONS

BREEZE - 574 SF

Category				
Exclusive Use Space	Rented	Not Rented	Non Rentable	Total
Airline Ticketing, Operations, and Office Areas				
Breeze Ticketing Space	370	-	-	370
Operations Space	204	-	-	204
Total Ticketing, Operations, and Office Areas	574	-	-	574
Monthly Renovation Recovery Fee (12 mths fm 07/24)	\$ 500.00	-	-	\$ 500.00

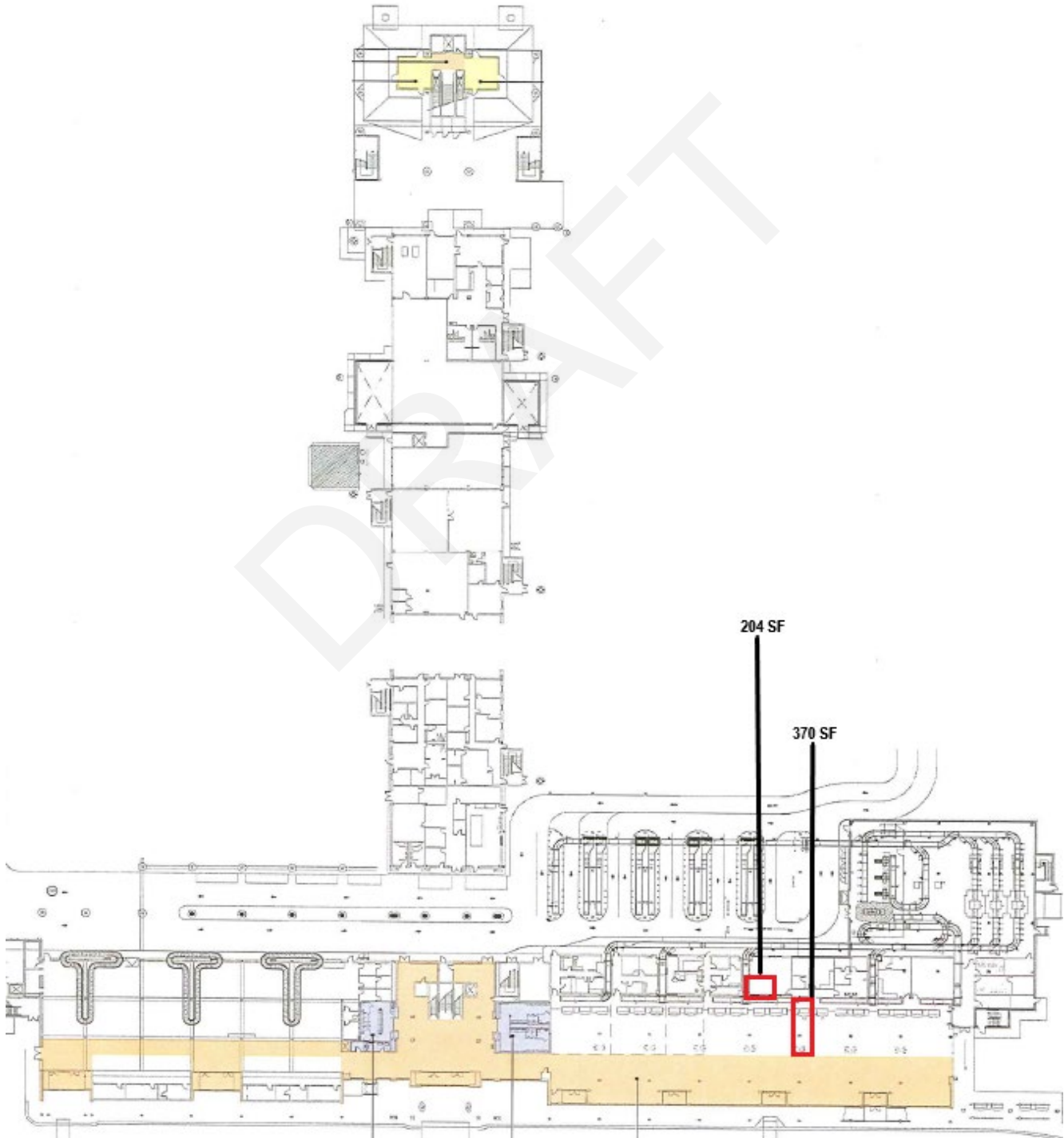


Exhibit D – Baggage Handling System

DRAFT

EXHIBIT D – BAGGAGE HANDLING SYSTEM

JOINT USE SPACE
BAGGAGE HANDLING SYSTEM
52,483 SF

Category				
Airline Joint Use Space	Rented	Not Rented	Non Rentable	Total
Baggage Handling System Areas				
Bag Claim	9,649	-	-	9,649
EDS Equipment Room	6,137	-	-	6,137
Tug Drive/Piers	35,534	-	-	35,534
BHS Control	197	-	-	197
BHS Parts	218	-	-	218
Airline Bag Belts	748	-	-	748
Total BHS	52,483	-	-	52,483

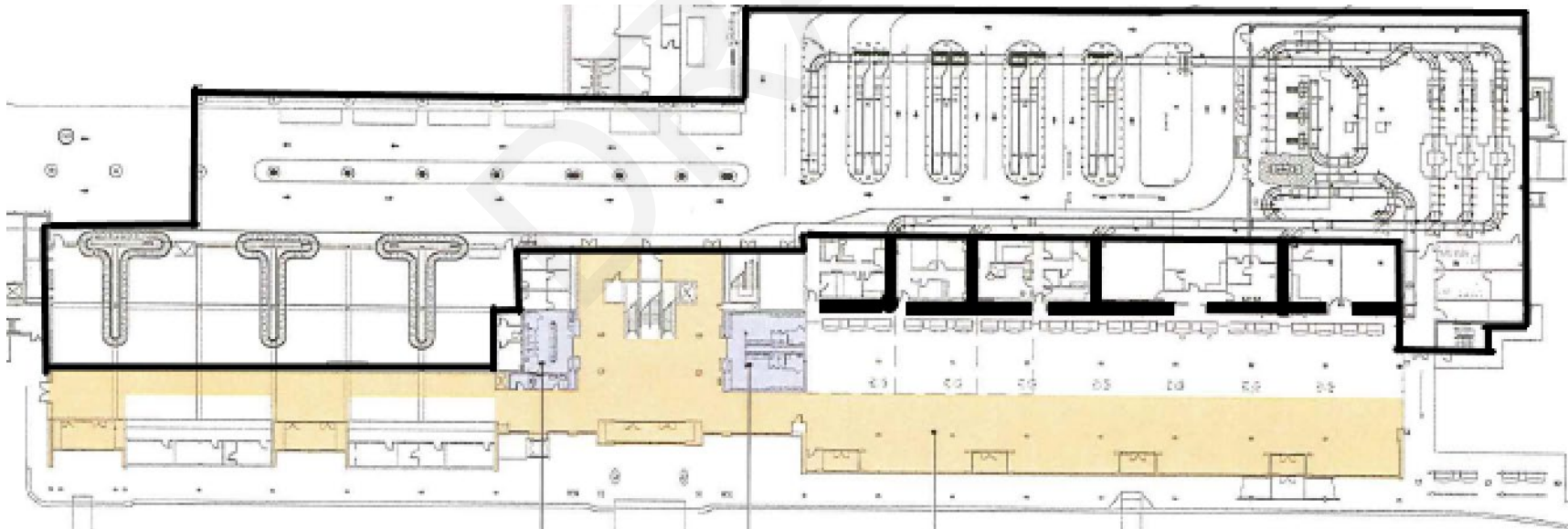


Exhibit E – Terminal Building Aircraft Parking Positions

DRAFT

EXHIBIT E – TERMINAL BUILDING AIRCRAFT PARKING POSTIONS

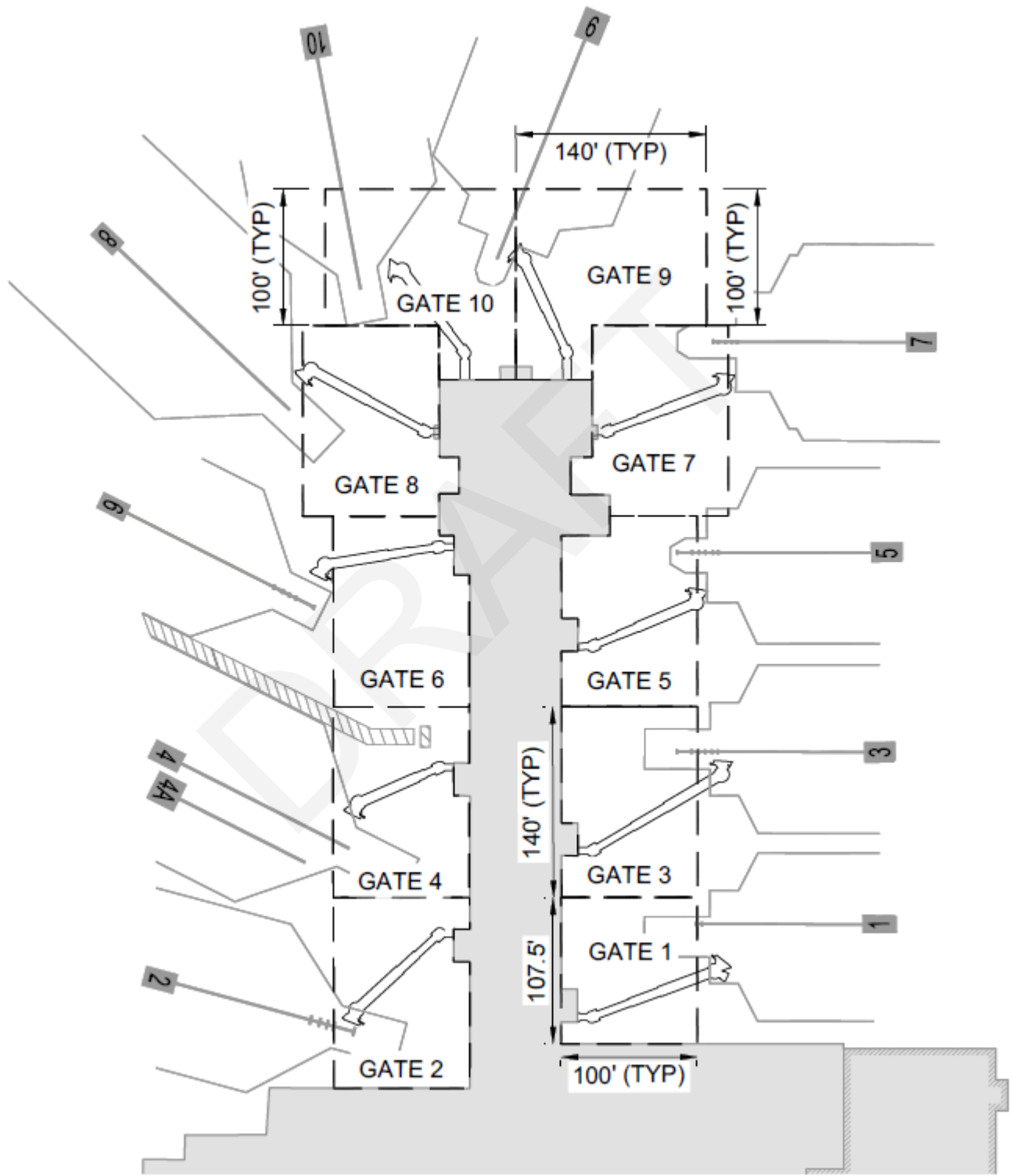
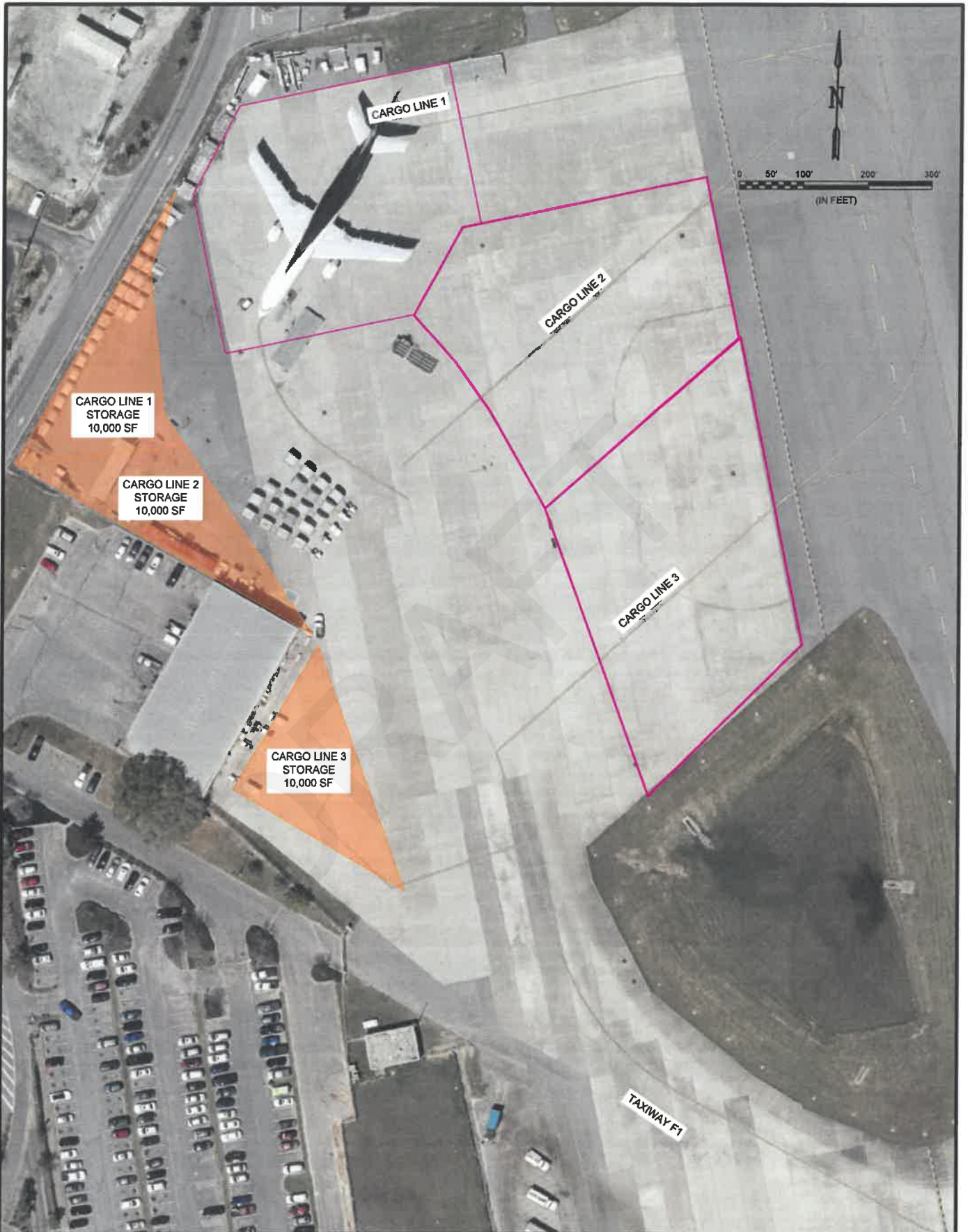


Exhibit F – Cargo Apron Aircraft Parking Positions

DRAFT



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4211 W BOY SCOUT BLVD.
SUITE 290
TAMPA, FL 33607
(813) 509-2416

PENSACOLA INTERNATIONAL
AIRPORT (PNS)
PENSACOLA, FL

MISC. SERVICES

CARGO LEASE EXHIBITS
JULY 2025

FIGURE NUMBER

02

SHEET
NUMBER **02**

File: L:\2024\33-200708-4_PNS_Misc_Services\Drawings\Aerial_PNS_Cargo_Lease_02.dwg, Plot Date: 7/16/2025 3:58 PM, Plot Size: 11x17, Plot Scale: 1"=100', Plot Orientation: Portrait, Plot Color: Black, Plot Lineweight: 0.25, Plot Style: ANSI, Plot Device: HP DesignJet 500, Plot Path: L:\2024\33-200708-4_PNS_Misc_Services\Drawings\Aerial_PNS_Cargo_Lease_02.pdf

Exhibit G – Rental Car Service Facilities

DRAFT

EXHIBIT G – RENTAL CAR SERVICE FACILITIES



Exhibit H – Capital Improvement Program

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EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT PROJECT PRIORITIES FY 2025 – 2030

	Total Cost	Federal Grants ¹	State Grants ¹	Other Grants ¹	CIA	GARB Bonds ²	PFC Bonds ²	CFC Bonds
Fiscal Year ending September 30, 2025								
Runway 8-26 Rehabilitation Phase I - Construction	\$21,293,929	\$19,164,536	\$1,048,000	\$0	\$1,081,393	\$0	\$0	\$0
Taxiway A South Rehabilitation - Design	\$1,070,201	\$963,181	\$0	\$0	\$107,020	\$0	\$0	\$0
Taxiway A7 Reconfiguration Phase I - Construction	\$9,000,000	\$7,922,649	\$450,000	\$0	\$627,351	\$0	\$0	\$0
Taxiway A7 Reconfiguration Phase II - Construction	\$1,621,594	\$1,459,435	\$0	\$0	\$162,159	\$0	\$0	\$0
Passenger Terminal SSCP - Construction	\$35,800,000	\$0	\$4,000,000	\$0	\$0	\$5,300,000	\$26,500,000	\$0
Passenger Terminal Expansion - 100% Design	\$5,000,000	\$4,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Parking Expansion (Long Term Lot) - Design	\$359,316	\$0	\$0	\$0	\$359,316	\$0	\$0	\$0
CONRAC Feasibility Study	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Stormwater Chokepoint - Construction	\$3,166,373	\$0	\$0	\$1,533,187	\$1,633,186	\$0	\$0	\$0
ATCT Renovation - Design	\$350,000	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0
Airline Incentives	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0
Total	\$77,981,413	\$33,509,801	\$6,498,000	\$1,533,187	\$4,520,425	\$5,300,000	\$26,500,000	\$120,000
Fiscal Year ending September 30, 2026								
Taxiway A South Rehabilitation - Construction	\$15,443,400	\$13,866,796	\$650,000	\$0	\$926,604	\$0	\$0	\$0
Taxiway B, C, C2, D Crack Seal, Sealcoat - Design/Const	\$1,250,000	\$0	\$0	\$0	\$1,250,000	\$0	\$0	\$0
Runway 17-35 Joint Sealant Replacement	\$900,000	\$0	\$0	\$0	\$900,000	\$0	\$0	\$0
Passenger Terminal Apron - Construction	\$6,000,000	\$5,400,000	\$0	\$0	\$0	\$600,000	\$0	\$0
Central Utility Plant	\$7,000,000	\$0	\$0	\$6,300,000	\$0	\$700,000	\$0	\$0
Landside - Lot 1, Airport Blvd, Toll Plaza, Francis T. Sealir	\$1,220,000	\$0	\$0	\$0	\$1,220,000	\$0	\$0	\$0
Baggage Claim Carousels	\$6,000,000	\$0	\$0	\$0	\$0	\$6,000,000	\$0	\$0
ATCT Renovation - Construction	\$5,000,000	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
Airline Incentives	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0
Total	\$43,013,400	\$19,266,796	\$650,000	\$11,300,000	\$4,496,604	\$7,300,000	\$0	\$0

EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT PROJECT PRIORITIES FY 2025 – 2030

	Total Cost	Federal Grants ¹	State Grants ¹	Other Grants ¹	CIA	GARB Bonds ²	PFC Bonds ²	CFC Bonds
Fiscal Year ending September 30, 2027								
Taxiway C2 Upgrade - Design	\$300,000	\$270,000	\$0	\$0	\$30,000	\$0	\$0	\$0
PBB Rehabilitation	\$2,904,100	\$0	\$0	\$0	\$0	\$2,904,100	\$0	\$0
Passenger Terminal Expansion - Construction	\$70,300,000	\$18,294,100	\$1,490,000	\$0	\$0	\$8,015,900	\$42,500,000	\$0
PBB B1-B5	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$6,000,000	\$0
Air Conditioner Chiller Conversion (Concourse A)	\$3,000,000	\$0	\$0	\$2,700,000	\$0	\$300,000	\$0	\$0
Roof Replacement Passenger Terminal	\$2,000,000	\$0	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$0
Terminal Bathroom Renovation FF&E, Flooring	\$4,000,000	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$0
Terminal Elevators Addition & Replacement	\$1,800,000	\$1,620,000	\$0	\$0	\$0	\$180,000	\$0	\$0
Parking Expansion (Long Term Lot) - Construction	\$5,000,000	\$0	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0
Detention Pond Maintenance	\$1,000,000	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0
Landside - Hourly Lot Reconstruction, Loading Dock Overl	\$1,460,000	\$0	\$0	\$0	\$1,460,000	\$0	\$0	\$0
Airline Incentives	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0
Total	\$97,964,100	\$20,184,100	\$3,990,000	\$2,700,000	\$10,190,000	\$12,400,000	\$48,500,000	\$0
Fiscal Year ending September 30, 2028								
Taxiway C2 Upgrade - Construction	\$2,900,000	\$2,610,000	\$145,000	\$0	\$145,000	\$0	\$0	\$0
Taxiway B Rehabilitation - Design	\$1,600,000	\$1,440,000	\$80,000	\$0	\$80,000	\$0	\$0	\$0
Interior Circulation Roadway Reconfiguration (SIS)	\$5,210,000	\$0	\$2,605,000	\$0	\$2,605,000	\$0	\$0	\$0
CONRAC/Parking Garage - Design	\$10,000,000	\$0	\$5,000,000	\$0	\$0	\$5,000,000	\$0	\$0
Landside - Surface Lot South Rehabilitation	\$850,000	\$0	\$425,000	\$0	\$425,000	\$0	\$0	\$0
Runway 17-35 Extension - Runway Length Study	\$88,900	\$80,000	\$0	\$0	\$8,900	\$0	\$0	\$0
Airline Incentives	\$750,000	\$0	\$0	\$0	\$750,000	\$0	\$0	\$0
Total	\$21,398,900	\$4,130,000	\$8,255,000	\$0	\$4,013,900	\$5,000,000	\$0	\$0

EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT PROJECT PRIORITIES FY 2025 – 2030

	Total Cost	Federal Grants ¹	State Grants ¹	Other Grants ¹	CIA	GARB Bonds ²	PFC Bonds ²	CFC Bonds
Fiscal Year ending September 30, 2029								
Taxiway B Rehabilitation - Construction	\$15,830,000	\$14,247,000	\$791,500	\$0	\$791,500	\$0	\$0	\$0
Air Carrier Ramp Joint Sealant	\$700,000	\$0	\$350,000	\$0	\$350,000	\$0	\$0	\$0
CONRAC/Parking Garage - Build	\$104,000,000	\$0	\$4,000,000	\$0	\$0	\$60,000,000	\$0	\$40,000,000
Airport Perimeter Fence Replacement	\$10,000,000	\$9,000,000	\$500,000	\$0	\$500,000	\$0	\$0	\$0
Airport Master Plan	\$2,000,000	\$1,800,000	\$100,000	\$0	\$100,000	\$0	\$0	\$0
Relocate Fuel Farm	\$4,500,000	\$4,050,000	\$225,000	\$0	\$225,000	\$0	\$0	\$0
Landside - Lot 2 Rehabilitation	\$1,840,000	\$0	\$920,000	\$0	\$920,000	\$0	\$0	\$0
Runway 17-35 Extension - EA	\$200,000	\$180,000	\$0	\$0	\$20,000	\$0	\$0	\$0
Airline Incentives	\$250,000	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
Total	\$139,320,000	\$29,277,000	\$6,886,500	\$0	\$3,156,500	\$60,000,000	\$0	\$40,000,000
Fiscal Year ending September 30, 2030								
Taxiway A Crack Seal	\$800,000	\$720,000	\$40,000	\$0	\$40,000	\$0	\$0	\$0
Taxiway C Rehabilitation - Design	\$250,000	\$225,000	\$12,500	\$0	\$12,500	\$0	\$0	\$0
Medivac Ramp Rehabilitation	\$2,000,000	\$1,800,000	\$100,000	\$0	\$100,000	\$0	\$0	\$0
Pave Airside Perimeter Road	\$1,000,000	\$900,000	\$50,000	\$0	\$50,000	\$0	\$0	\$0
Landside - RAC Crack Seal and Sealcoat	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Runway 17-35 and Taxiway A Extension - Design	\$1,000,000	\$900,000	\$33,000	\$0	\$67,000	\$0	\$0	\$0
Airline Incentives	\$250,000	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
Total	\$6,300,000	\$4,545,000	\$235,500	\$0	\$519,500	\$0	\$0	\$1,000,000
2025-2030 TOTAL	\$385,977,813	\$110,912,697	\$26,515,000	\$13,883,187	\$28,546,929	\$90,000,000	\$75,000,000	\$41,120,000

¹Funding subject to award. Should funding not be available, projects will be postponed until sufficient CIA or Entitlement funds are available.

²Bond issuance dependent on grants awarded. Should anticipated grant funds not be available, allocation to bonds may be adjusted, not to exceed assumptions used in R&C model.

EXHIBIT H – CAPITAL IMPROVEMENT PLAN

PENSACOLA INTERNATIONAL AIRPORT PROJECT PRIORITIES FY 2031 – 2033

	Total Cost	Federal Grants ¹	State Grants ¹	Other Grants ¹	CIA	GARB Bonds ²	PFC Bonds ²	CFC Bonds
Fiscal Year ending September 30, 2031								
Runway 17-35 Spall Repair	\$500,000	\$0	\$250,000	\$0	\$250,000	\$0	\$0	\$0
Runway 17-35 and Taxiway A Extension - Construction	\$13,000,000	\$11,700,000	\$650,000	\$0	\$650,000	\$0	\$0	\$0
Air Cargo Ramp Joint Sealant	\$250,000	\$0	\$125,000	\$0	\$125,000	\$0	\$0	\$0
Taxiway C Rehabilitation - Construction	\$1,500,000	\$1,350,000	\$75,000	\$0	\$75,000	\$0	\$0	\$0
Taxiway D Updated to ADG-III - NEPA, Design	\$360,000	\$324,000	\$18,000	\$0	\$18,000	\$0	\$0	\$0
Airline Incentives	\$250,000	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
Total	\$15,860,000	\$13,374,000	\$1,118,000	\$0	\$1,368,000	\$0	\$0	\$0
Fiscal Year ending September 30, 2032								
Taxiway D Updated to ADG-III - Construction	\$2,600,000	\$2,340,000	\$130,000	\$0	\$130,000	\$0	\$0	\$0
Extend Taxiway D - NEPA and Design	\$600,000	\$540,000	\$30,000	\$0	\$30,000	\$0	\$0	\$0
Maintenance Building Renovation	\$1,300,000	\$1,170,000	\$65,000	\$0	\$65,000	\$0	\$0	\$0
Landside - Francis Taylor Blvd. Rehabilitation	\$1,000,000	\$0	\$500,000	\$0	\$500,000	\$0	\$0	\$0
Airline Incentives	\$250,000	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
Total	\$5,750,000	\$4,050,000	\$725,000	\$0	\$975,000	\$0	\$0	\$0
Fiscal Year ending September 30, 2033								
North RON Ramp - Design/Construction	\$7,000,000	\$2,578,575	\$350,000	\$3,721,425	\$350,000	\$0	\$0	\$0
Taxiway D Extension to Twy B2 - Construction	\$7,280,000	\$6,552,000	\$364,000	\$0	\$364,000	\$0	\$0	\$0
Landside - Lot 1 Rehabilitation	\$1,220,000	\$0	\$610,000	\$0	\$610,000	\$0	\$0	\$0
Realign Maygarden Rd	\$1,000,000	\$0	\$500,000	\$0	\$500,000	\$0	\$0	\$0
GA Ramp Rehabilitation	\$2,000,000	\$1,800,000	\$100,000	\$0	\$100,000	\$0	\$0	\$0
Garage Rehabilitation	\$2,000,000	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0
Airline Incentives	\$250,000	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
Total	\$20,750,000	\$10,930,575	\$1,924,000	\$3,721,425	\$4,174,000	\$0	\$0	\$0
2031-2033 TOTAL	\$42,360,000	\$28,354,575	\$3,767,000	\$3,721,425	\$6,517,000	\$0	\$0	\$0

¹Funding subject to award. Should funding not be available, projects will be postponed until sufficient CIA or Entitlement funds are available.

²Bond issuance dependent on grants awarded. Should anticipated grant funds not be available, allocation to bonds may be adjusted, not to exceed assumptions used in R&C model.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1248

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$500 to Ocean Hour and \$500 to Jayla's Voice from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Ocean Hour is a local organization founded in 2012 that rallies the community to help pick up litter around the local waterways for one hour each Saturday. The sites rotate weekly to help many areas of Pensacola and the Beach clean. Now, Ocean Hour performs 2-3 regular cleanups every Saturday and partners with other organizations as well. The amount of trash collected has increased each year from 5,000 pounds in 2016 to over 41,000 pounds in 2022. Funding will be used to offset costs associated with their program.

Jayla's Voice is an organization committed to making a lasting impact on individuals, families and communities affected, victimized and traumatized by addiction. Jayla's voice was founded in response to the loss of Jayla Michelle on April 26, 2024, to fentanyl poisoning. Motivated by her was the way to honor her memory and create a change. They are dedicated to supporting families affected by addiction, raising awareness about the opioid crisis and equipping communities with lifesaving tools. Funding will be used towards their mission.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 7,854	District 4 Discretionary Funds
Actual:	\$ 500	Ocean Hour
	<u>500</u>	Jayla's Voice
	<u>\$ 1,000</u>	

FINANCIAL IMPACT:

A balance of \$7,854 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of \$6,854 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1270

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council Vice President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$1,000 to Pensacola Habitat for Humanity from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Since 1981, Pensacola Habitat for Humanity has helped more than 1,700 families and individuals achieve safe, affordable housing and the stability it brings. They partner with homeowners to build, repair and finance homes, develop innovative ways to make housing more attainable and advocate for policies to remove barriers to homeownership. They are also committed to helping our most vulnerable neighbors by providing critical repairs for seniors, individuals with disabilities, and those impacted by disasters. Their programs include a Home Buyer Program, Community Development and HUD Housing Counseling. They offer qualified Homebuyers a quality, energy-efficient home designed to reflect the local climate and culture. Their HUD Housing Counseling program provides assistance towards managing individual or family finances, balancing income and expenses, budgeting, managing debt, improving credit history, saving for future goals and preparing to purchase a home. Funding will be used towards their mission.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget: \$ 11,200 District 6 Discretionary Funds Balance

Actual: \$ 1,000 Pensacola Habitat for HumanityCS Outreach Ministries

FINANCIAL IMPACT:

A balance of \$11,200 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council, a balance of \$10,200 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1284

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$1,000 to the Everett Animal Welfare Group, Inc. from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Everett Animal Welfare Group is an all-volunteer organization that works to reduce the number of animals put down in Escambia and Santa Rosa County-owned animal shelters in Florida through spay and neuter of cats and dogs; and Trap, Neuter and Return (TNR) of community cats. They promote responsible pet ownership and the human animal bond through adoption, education and collaboration. Funds will be used to spay, neuter, and vaccinate stray and feral cats within the Tanyard neighborhood.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget: \$ 1,355 District 7 Discretionary Funds

Actual: \$ 1,000 Everett Animal Welfare Group

FINANCIAL IMPACT:

A balance of \$1,355 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$355 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1274

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT - ARCHITECTURAL REVIEW BOARD - REGISTERED ARCHITECT

RECOMMENDATION:

That City Council appoint a registered architect to the Architectural Review Board to fill an unexpired two- year term ending September 30, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Architectural Review Board approves or disapproves plan for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation district and governmental center district.

The following have been nominated:

Nominee	Nominated by
---------	--------------

Registered Architect

Samantha Garrett	Moore
R. Scott Holland	Patton

PRIOR ACTION:

City Council makes appointments to this board on an annual basis.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Samantha Garrett
3. Application of Interest - Samantha Garrett
4. Resume - Samantha Garrett
5. Nomination Form - R. Scott Holland
6. Application of Interest - R. Scott Holland
7. Resume - R Scott Holland
8. Ballot

PRESENTATION: No

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Brantley, William	Business Owner-PHBD	Council	0	2025	9/30/2025	9/26/2024	2	
Courtney, Lou M.	Resident-Old East Hill	Council	1	2025	9/30/2025	8/12/2021	2	
Del Gallo, David	Contractor/Rep UWFHT	Council	0	2025	9/30/2026	9/26/2024	2	
Fisher, Scott	Cabinet Bus./Rep.UWFHT	Council	0	2025	9/30/2026	9/26/2024	2	
Mead, II, George R.	Resident-North Hill	Council	5	2025	9/30/2025	9/26/2013	2	
Ramos, Yuri L.	Architect	Council	2	2025	9/30/2026	9/10/2020	2	
VACANT, VACANT	Architect	Council	2	2025	9/30/2026	9/10/2020	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) nominated by the University of West Florida Historic Trust, each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Samantha Garrett
(Nominee)

(404) 333-9372

(Home Address)

(Phone)

(Business Address)

(Phone)

samkaygarrett@gmail.com

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**REGISTERED ARCHITECT
ARCHITECTURAL REVIEW BOARD
(Two-year unexpired term ending 9/30/26)**

Provide a brief description of nominee's qualifications:

Associate principal with the Dalrymple Sallis
architecture firm.

Jared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, September 1, 2025 9:06 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Samantha Garrett
------	------------------

Home Address	801 E De Soto St Pensacola, FL 32501
--------------	---

Business Address	801 E De Soto St Pensacola, FL 32501
------------------	---

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	4043339372
-----------------------------------	------------

Email Address	samkaygarrett@gmail.com
---------------	--

Upload Resume
(optional)

[SKG Resume 2025.pdf](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 4.5 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: City of Pensacola Architectural Review Board

Please list the reasons for your interest in this position:

I am interested in serving on the Architectural Review Board because I believe in preserving and enhancing the unique character of Pensacola while guiding thoughtful growth. As a licensed architect, I bring experience in both residential and commercial design as well as knowledge of local building codes, review processes, and best practices. I am passionate about ensuring that design decisions strike a balance between history, context, and innovation, and I see this position as an opportunity to contribute my skills in support of the city's long-term vision. Serving on the board would also enable me to give back to the community while collaborating with peers to promote high standards in architecture and urban design.

Do you currently serve on a board? No

If yes, which board(s)? *Field not completed.*

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the N/A

appointment you now
seek?

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
--------	--------

Race	Caucasian
------	-----------

Physically Disabled	No
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(Section Break)

Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)



RESUME



DATE

September 2025

COMPANY

SKG Architecture, LLC
Samantha Garrett
samantha@skg-arch.com
404-333-9372

EDUCATION

University of Arkansas
Bachelor of Architecture
Fay Jones School of
Architecture + Design
(August 2015 - May 2020)

University of Arkansas
Rome Center
(Fall Semester 2019)

University of Colorado
School of Environmental
Design
(August 2013 - May 2015)

CERTIFICATES

State of Florida Registered
Architect

State of Florida Registered
Interior Designer

State of North Carolina
Registered Architect

NCARB Certified

Active AIA Member

SAMANTHA KAY GARRETT, AIA, NCARB, RID

As the Principal Architect and founder of SKG Architecture, LLC, I bring experience in leading diverse projects from concept through construction. With a background in both residential and commercial design, I combine technical precision with a focus on storytelling and place-making. I am passionate about creating thoughtful, contemporary spaces that reflect client goals while balancing functionality and craft.

EXPERIENCE

SKG Architecture, LLC

Owner | Principal (November 2024 - Present)
Established independent architecture practice providing design services across residential and commercial projects, overseeing both creative direction and business operations.

Dalrymple Sallis Architecture

Associate Principal (January 2024 - September 2025)
Partnered with principals on firm strategy, business development, and operational decision-making. Directed client engagement and presentation processes, maintaining relationships, and facilitating approvals.

Project Architect (January 2023 - January 2024)

Spearheaded project design and development for commercial and residential projects; ensuring alignment with client goals, budget and timelines. Ensured adherence to local building codes and industry best practices.

Studio Lead (July 2022 - January 2023)

Oversaw multidisciplinary teams, managing workflows, reviewing deliverables, and mentoring junior staff.

Graduate Architect (January 2021 - July 2022)

Led implementation of BIM technologies to enhance project outcomes and firm capabilities.

Somewhere Studios

Freelance (June 2020 - October 2020)
Coordinated with project architect and delivered detailed construction documents.

Portman Architects

Architecture Intern (Summer 2019)
Utilized advanced design tools such as AutoCAD, Revit, Rhino, and Adobe Creative Suite to create visually compelling and technically sound design development presentations.

HBG Design

Architecture Intern (Summer 2018)
Assisted in creating precise physical and digital architectural models to visualize design concepts for client presentations and internal reviews.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Allison Patton, do nominate R Scott Holland
(Nominee)

314 S. Alcaniz St
(Home Address)

(Phone)

312 S Alcaniz St
(Business Address)

850-393-2168
(Phone)

schoo@rsharchitect.com
(Email Address)

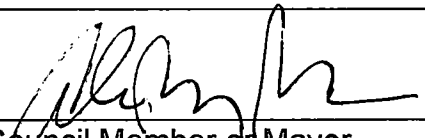
City Resident: ☒ YES ☐ NO
Property Owner within the City: ☒ YES ☐ NO

for appointment by the City Council for the position of:

**REGISTERED ARCHITECT
ARCHITECTURAL REVIEW BOARD
(Two-year unexpired term ending 9/30/26)**

Provide a brief description of nominee's qualifications:

Scott is an experienced architect who lives and works in
the Seville Square Historic District. He has a passion for
historic development and will bring his considerable
expertise to the ARB.


City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.


Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, August 5, 2025 3:24 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

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Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

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(Section Break)

Personal Information

Name	R. Scott Holland
------	------------------

Home Address	314 S Alcaniz St
--------------	------------------

Business Address	312 S Alcaniz St
------------------	------------------

To which address do you prefer we send correspondence regarding this application?	Business
---	----------

Preferred Contact Phone Number(s)	8503932168
-----------------------------------	------------

Email Address	scoho@rsharchitect.com
---------------	--

Upload Resume
(optional)

[RSH Resume 04-07-2025_BIO.pdf](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 5.5 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Architectural Review Board

Please list the reasons for your interest in this position: 1) Registered Architect, 2) Office and Practice located in Seville Historic District since 1983; 3) Property owner in Seville Historic District since 1987; 4) Resident in Seville Historic District since January 2020; 5) Personally enjoy helping others in this type of civic endeavor.

Do you currently serve on a board? No

If yes, which board(s)? *Field not completed.*

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the appointment you now seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
--------	------

Race	Other
------	-------

Physically Disabled	No
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(Section Break)

Acknowledgement of Terms	I accept these terms.
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RESUME

R. SCOTT HOLLAND, AIA

Principal / Owner / Architect

R. Scott Holland Architect, LLC

Residence: Pensacola, Florida

Education, Accreditation, Affiliations, Honors:

Bachelor of Architecture, Auburn University, 1976

Bachelor of Science, Environmental Design, Auburn University, 1976

Active Architectural Registration: Florida AR-9188, Alabama AR-2269, NCARB-25981

Member: AIA (American Institute of Architects)

Robert Lovett Memorial Award (Second Year Student), Auburn University

Alabama Gas Competition, Honorable Mention, Auburn University

Fourth Year Student Faculty Award, Auburn University

Professional Experience (49 Years):

2020 - (Current): Principal/Owner/Architect, R. Scott Holland Architect, LLC, Pensacola, Florida (RSHA)

1983 – 2020: Principal, Heffernan Holland Architecture, P.A., Pensacola, Florida (HHMA)

1981 – 1983: Vice-President, Sam Marshall Architects, Pensacola, Florida

1979 – 1981: Associate, Rabun, Hatch and Associates, Inc., Mobile, Alabama/Atlanta, Georgia

1976 – 1979: Associate, Donnell Froom & Rogers, Architects, Mobile, Alabama

Professional Experience:

As a founding Principal of HHMA and as sole Principal of RSHA, Scott has over 49 years of experience with the last 44 years as a Project Manager and Design Architect-of-Record for various public and private clients and facilities. This continuance included NAVFAC SE, United States Air Force, Pensacola State College, University of West Florida, Okaloosa Walton Community College, the Escambia County School District, Community Health of Northwest Florida, and numerous privately-funded projects. These Contracts included new construction, renovation, additions, and repairs/alterations ranging in construction cost from \$150,000 to \$24 million. During the past 12 years, Scott has primarily focused on Custom Design Services for over fifty (50) private entities.

Ballot – Architectural Review Board

September 25, 2025

Two (2) year term expiring September 30, 2027

Registered Architect

_____ Samantha Garrett

_____ R. Scott Holland

Vote for One



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1166

Agenda Conference

9/22/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 18-25 - AMENDING SECTION 10-4-17 - SCHEDULE OF RATES AND CHARGES FOR THE SALE OF NATURAL GAS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 18-25 on first reading:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2007, City Council adopted a rate study that allowed for an annual inflation adjustment component to provide for funding to maintain the City's natural gas system. The fiscal year 2026 budget has been prepared with an increase based on a CPI of 5.0%. This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

PRIOR ACTION:

November 14, 2024 - City Council adopted Ordinance No. 12-24 adjusting rates based upon changes in the CPI.

FUNDING:

N/A

FINANCIAL IMPACT:

The rate change has been incorporated in the fiscal year 2026 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator

Amy Lovoy, Finance Director

Darryl Singleton, Pensacola Energy and Sanitation Services Director

ATTACHMENTS:

1. Proposed Ordinance No. 18-25
2. Proposed Ord No. 18-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 18-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 10-4-17 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA
ADJUSTING RATES AND CHARGES FOR THE SALE OF
NATURAL GAS; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE
DATE.

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

SECTION 1. Section 10-4-17 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 10-4-17. Schedule of rates and charges.

- (a) The charges and assessments set forth below shall be levied and assessed by the Department of Pensacola Energy through the mayor for natural gas services provided by the city to consumers.

The charges for gas are segregated according to the following service classifications: residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside the city limits (GC-1, GC-2), interruptible industrial contract (GI-1, GI-2, GI-3, GI-4), City of Pensacola, almost firm service (GAF), flexible gas transportation (GTS, GPT, GIT, GVT), compressed natural gas service (CNG), and street or outdoor lighting.

- (b) Purchased gas adjustment (PGA). Service classifications having a distribution charge stated in Mcfs shall have the price per Mcf adjusted by the amount of any increase or decrease in the cost of gas purchased for resale. Changes to the PGA will be effective at the beginning of a monthly billing cycle.
- (c) For the purpose of calculating the municipal public service tax, the city's cost of gas prior to October 1, 1973, was \$0.45 per Mcf.
- (d) Weather normalization adjustment (WNA). To adjust for fluctuations in consumption due to colder or warmer than normal weather during the months of October through March of the previous or current fiscal year, a WNA will be assessed on service

classifications GR-1, GR-2, GC-1, GC-2, and GIT according to the following formula:

$$\text{WNA} = \frac{R \times (\text{HSF} \times (\text{NDD} - \text{ADD}))}{(\text{BL} + (\text{HSF} \times \text{ADD}))}$$

Where:

WNA = Weather normalization adjustment factor for each rate schedule classification expressed in cents per Mcf.

R = Weighted average base rate of temperature sensitive sales for each included rate schedule.

HSF = Heat sensitive factor for the appropriate rate schedule.

NDD = Normal billing cycle heating degree.

ADD = Actual billing cycle heating degree day.

BL = Average base load sales for each billing cycle.

Normal degree days (NDD) shall be based on the most current National Oceanic and Atmospheric Administration (NOAA) 30-year normal data. Actual degree days (ADD) shall be based on NOAA data.

(e) The distribution pipeline infrastructure cost adjustment (DPICA) shall be adjusted annually, effective each October 1, by a percentage equal to the amount of eligible distribution pipeline infrastructure costs divided by the total test year margin revenues associated with the residential gas inside and outside city limits (GR-1 and GR-2), commercial gas inside and outside city limits (GC-1, GC-2, and GIT), and municipal operated building and facilities as shown for the 2012 Test Year shown in the most recent Cost of Service and Rate Design Study. Eligible distribution pipeline infrastructure costs include costs that meet all of the following conditions:

- (1) The principal purpose of the project is not to increase revenues by directly connecting the infrastructure replacement to new customers;
- (2) The project, or discrete portions thereof, are in service and used and useful;
- (3) The costs of the project are not included in the city's existing base rates;
- (4) The principal purpose of the project is to replace or extend the useful life of existing infrastructure, or otherwise enhance the infrastructure of city's physical plant; and
- (5) City undertakes the project to comply with a valid statute, rule, regulation, order or ordinance, or other lawful requirement of a federal, state, or local governing or regulatory body having jurisdiction over pipeline integrity.

The percentage shall not exceed ten percent of the non-gas operating expenses in the current fiscal year budget and will be applied to the rates used for each bill over the following 12 months.

- (f) Distribution and customer charge rates shall be adjusted annually if approved by the city council during budget sessions, effective each October based upon the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1 of the preceding year and ending March 31 of the current year. The applicable rates are residential gas inside and outside the city limits (GR-1, GR-2), commercial gas inside and outside city limits (GC-1, GC-2), contract delivery, and municipal operated buildings and facilities.
- (g) Tariff changes to pipeline transportation fees shall be assessed to each rate class upon implementation by the interstate or intrastate pipeline.
- (h) Service charges shall include a customer charge and a distribution charge. The customer charge is a fixed monthly charge for having gas available and the distribution charge is a variable monthly charge based on consumption of gas. Service charges are as follows:
 - (1) *Service classification: GR-1, residential gas service.* (Within city limits).
 - a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - b. *Customer charge.* ~~\$11.43~~ (\$12.00) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$9.59~~ (\$10.07) per Mcf.
 - (2) *Service classification: GR-2, residential gas service.* (Outside city limits).
 - a. *Availability.* Available to any consumer using the city's natural gas service for any purpose in a residence only.
 - b. *Customer charge.* ~~\$12.75~~ (\$13.39) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$11.86~~ (\$12.45) per Mcf.
 - (3) *Service classification: GC-1, commercial service.* (Within the city limits).
 - a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - b. *Customer charge.* ~~\$20.22~~ (\$21.23) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$9.59~~ (\$10.07) per Mcf.
 - (4) *Service classification: GC-2 commercial service.* (Outside the city limits).
 - a. *Availability.* Available to any commercial consumer for cooking, water heating, space heating, air conditioning, and like uses.
 - b. *Customer charge.* ~~\$22.97~~ (\$24.12) fixed monthly charge, plus
 - c. *Distribution charge.* ~~\$11.86~~ (\$12.45) per Mcf.
 - (5) *Service classification: GI-1, interruptible industrial contract service, small volume.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 25 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* \$2.05 per Mcf.
- (6) *Service classification: GI-2, interruptible industrial contract service, large volume.*
- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 250 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* \$1.05 per Mcf.
- (7) *Service classification: GI-3, interruptible industrial flexible contract service, large volume.*
- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
 - b. *Contract volume.* Not less than 500 Mcf per day.
 - c. *Customer charge.* \$200.00 fixed monthly charge, plus
 - d. *Distribution charge.* Rates to be negotiated.

(8) *Service classification: GI-4, interruptible transportation flexible contract service.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Not less than 100 Mcf nor more than 500 Mcf per day.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* The GI-4 distribution charge shall consist of the following components:
 1. The contracted cost of gas as it may vary from time to time, plus
 2. The existing transportation rate on the city's natural gas distribution system as established under the annual pipeline transportation fees of \$1.74 plus \$0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus
 3. A \$0.07 margin on the contracted cost of natural gas.

These three components shall determine the monthly cost of any consumer in this class or rate times the number of MMBTUs used by the consumer.

(9) *Service classification: City of Pensacola.*

- a. *Availability.* Available to all current municipally operated buildings and facilities, and current and former municipally operated utilities, and other uses as authorized by the mayor. Measurement shall be by standard meter as normally used within the city.
- b. *Customer charge.* ~~\$25.54~~ (\$26.79) fixed monthly charge, plus
- c. *Distribution charge.* ~~\$3.73~~ (\$3.92) per Mcf.

(10) *Service classification: GTS, gas transportation service.* (For large volume commercial/industrial consumers).

- a. *Availability.* Available to a consumer with sufficient resources for purchasing its own natural gas supplies and transporting it on the city's natural gas system to the consumer's facilities. The city will determine which gate station on the city's interstate pipeline transporter system has adequate capacity to receive the transportation request. There shall be a separate contract with each consumer for each service location which includes a customer charge, a distribution charge, and a charge for fuel.

Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year.

Consumers using this service must have adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary.

- b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* Rates to be negotiated.

An additional \$0.0475/MMBTU shall be added to cover administrative, maintenance, and monitoring costs for the transportation distribution on a daily basis. The consumer must notify the city a minimum of five working days prior to the beginning of each month and identify the volume of the third party gas to be transported on the system during that month.

(11) *Service classification: GPT, gas purchased transportation service.* (For large volume commercial/industrial consumers).

- a. *Availability.* Available to a consumer using the city's natural gas service. There shall be a separate contract with each consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contracts may be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Transportation volumes not less than 200 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* Rates to be negotiated.

A \$0.07 margin on the contracted cost of natural gas.

(12) *Service classification: GAF, almost firm service.*

- a. *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this class or rate must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Not less than 75 Mcf per day.
- c. *Customer charge.* Two hundred dollars (\$200.00) fixed monthly charge, plus

- d. *Distribution charge.* \$1.74 for annual pipeline transportation fees plus \$0.92 local transportation charge net per one MMBTU/day transported for gas transportation service, plus

A \$0.07 margin on the contracted cost of natural gas.

(13) *Service classification: GIT, flexible gas transportation service.*

- a. *Availability.* Available to any consumer using the city's natural gas service provided the consumer has adequate standby facilities approved by the city that will permit the city to curtail consumption as the city may determine necessary. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Customer charge.* ~~\$22.97~~ (\$24.12) fixed monthly charge, plus
- c. *Distribution charge.* Rates to be negotiated.

(14) *Service classification: CNG, Compressed Natural Gas Service.*

- a. *Availability.* Available to any commercial or industrial customer utilizing natural gas for compressed natural gas refueling facilities. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Distribution charge.* Rates to be negotiated.

(15) *Service classification: GVT, flexible governmental industrial transportation service.*

- a. *Availability.* Available to all governmental industrial transportation customers utilizing the city's gas services. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the mayor. Contracts for this service must be for not less than one year. All consumers under this rate are subject to the terms of the contract.
- b. *Contract volume.* Transportation volumes not less than 250 MMBTU per day. Volume requirements shall be reviewed in determining if a consumer shall qualify for this rate.
- c. *Customer charge.* \$200.00 fixed monthly charge, plus
- d. *Distribution charge.* \$0.70 per MMBTU.

(16) *Service classification: Street or outdoor lighting.*

- a. *Availability.* Available to firm residential or commercial customers for continuous street, outdoor lighting, or communications power supply.
- b. *Monthly rate.*
 - 1. Communications power supply flat rate: \$10.85.
 - 2. Gas lights small, up to 2.36 cubic feet per hour: \$10.85.
 - 3. Gas lights medium, up to 3.48 cubic feet per hour: \$15.95.
 - 4. Gas lights large, up to 4.86 cubic feet per hour: \$22.33.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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. This ordinance shall become effective at the beginning of the monthly November 2025 billing cycle 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 18-25: AN ORDINANCE AMENDING SECTION 10-4-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA ADJUSTING RATES AND CHARGES FOR THE SALE OF NATURAL GAS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Amending Section 10-4-17 of the Code of the City of Pensacola for the distribution and customer charge rates based upon the Consumer Price Index published by the Bureau of Labor Statistics.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

Commercial Customer Charge will increase from \$20.22 to \$21.23 per month.
Commercial Distribution Charge will increase from \$9.59 to \$10.07 per Mcf.

3. Estimate of direct compliance costs that businesses may reasonably incur:

None

4. Any new charge or fee imposed by the proposed ordinance:

None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Commercial both in-City and outside City = average of 2252
Municipal = average of 72

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The rate adjustments proposed were approved during two social media posted Council Meetings open to the public. Applicable rates affected by an annual Consumer Price Index adjustment to natural gas rates and charges include residential, commercial, and municipal customers (individuals as well as businesses).



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1149

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

U.S. DEPARTMENT OF TRANSPORTATION - GRANT NO. 693JJ32540760 -
ILLUMINATING SAFETY IN PENSACOLA

RECOMMENDATION:

That City Council approve the acceptance of the Safe Streets and Roads for All grant for the Illuminating Safety in Pensacola project in the amount of \$140,800 with a \$35,200 local match for a total grant value of \$176,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities and Strategic Plan Goal #5: More Walkable, Mixed-Use Districts.

Illuminating Safety in Pensacola is a planning project that will cover contractual and administrative costs for a consultant to conduct data analysis of current lighting on the high injury crash network, including a gap analysis and analysis of current deficiencies. The consultant will develop a lighting policy with criteria and priorities based on safety standards to reduce fatalities and serious injuries. There will be a public engagement effort to present results and gain input. This will culminate in a final report; an interactive ArcGIS map with lighting locations; and a spreadsheet inventory with information such as lighting locations, equipment selection, and other data variables like illuminance standards.

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$140,800	US DOT Safe Streets and Roads for All Grant
	<u>\$35,200</u>	Local Match from City of Pensacola
	\$176,000	TOTAL

Actual:	<u>\$176,000</u>	Single-phase analysis, planning, and policy & report development
	\$176,000	TOTAL

FINANCIAL IMPACT:

Grant funding will be appropriated through an accompanying supplemental budget resolution. There is a 20% non-federal match requirement in the amount of \$35,200 for this grant. Of this \$24,806 will be funded from the remaining Micromobility budget, and the remaining \$10,394 will be funded from the General Fund Public Works budget.

80% of the funding will be provided through the US Department of Transportation on a reimbursable basis upon task completion outlined in Article 5 of the grant agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/29/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works Director
Caitlin Cerame, Transportation Planner
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. Illuminating Safety FY24 SS4A Grant Agreement

PRESENTATION: No

- 1. Federal Award No.**
693JJ32540760
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
City of Pensacola
222 W Main St
Pensacola, FL 32502-5743

Unique Entity Id.: UBMRAF87HQB5
TIN No.: 59-6000-406
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – 30 Months
- 7. Total Amount**
Federal Share: \$140,800
Recipient Share: \$35,200
Other Federal Funds: \$0
Other Funds: \$0
Total: \$176,000
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
- 10. Procurement Request No.**
HSA250625PR
- 11. Federal Funds Obligated**
\$140,800
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.4101
0.61006600
- 14. Description of the Project**
A lighting assessment along City of Pensacola’s high injury crash Network, including a lighting policy based on safety priorities and best practices that improve safety for vulnerable users.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: D.C. Reeves
Title: Mayor of Pensacola

RECIPIENT

16. Signature of Director

Signature Date
Name: Amy Tootle
Title: Director

RECIPIENT

17. Signature of Legal Representative

Signature _____ Date _____

Name: Adam Cobb

Title: Legal Department, City of Pensacola

FEDERAL HIGHWAY ADMINISTRATION

18. Signature of Agreement Officer

Signature _____ Date _____

Name: Ryan Buck

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Pensacola (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Illuminating Safety in Pensacola project.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Illuminating Safety in Pensacola

Application Date: 08/29/2024

2.2 Award Amount.

SS4A Grant Amount: \$140,800

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

Illuminating Safety in Pensacola planning project will cover contractual and administrative costs for consultant to conduct data analysis of current lighting on the high injury crash network, including a gap analysis and current deficiencies. The consultant will develop a lighting policy with criteria and priorities based on safety standards to reduce fatalities and serious injuries. There will be a public engagement effort to present results and gain input. The results will culminate in a final report and interactive ArcGIS map with lighting locations and spreadsheet inventory with information such as lighting locations, equipment selection, and other data variables like illuminance standards.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	March 15, 2027
Planned SS4A Final Report Date:	May 28, 2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$140,800
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$35,200
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$176,000

(b) RESERVED

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Caitlin Cerame
Transportation Planner
City of Pensacola
222 W Main St, Pensacola, FL 32502-5743
850-436-5689
ccerame@cityofpensacola.com

4.2 Recipient Key Personnel.

Name	Title or Position
Phillip Bolin	Grant Writer & Reporting Specialist

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Florida Division
Agreement Officer's Representative (AOR)
400 W. Washington Street
Suite 4200
Orlando, FL 32801
407-867-6424
FHWA.Florida@dot.gov

and

John McKechnie
FDOT District 3 Transportation Engineer
FHWA Florida Division
3500 Financial Plaza Suite 400
Tallahassee, FL 32312
(850) 553-2236
John.mckechnie@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: High injury crash corridors in the City of Pensacola

Baseline Measurement Date: N/A

Baseline Report Date: N/A

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Pensacola has various policies and laws in place that reflect a commitment to creating good-paying jobs, ensuring the free and fair choice to join a union, and incorporating strong labor standards.

Creation of Good-Paying Jobs

The City of Pensacola demonstrates its commitment to good-paying jobs through its established compensation philosophy and practices:

- **Attracting and Retaining Quality Employees:** The City's leadership is committed to "attracting and retaining the employees necessary to provide high quality services" and has updated its compensation and classification systems to "better reflect best practices" and market competitiveness.
- **Fair and Equitable Compensation:** The City's compensation administration program is designed to be a "fair and equitable method of compensation for all employees", establishing a basic salary schedule and incorporating components like market adjustments, pay for performance, and exceptional circumstance adjustments. The compensation analysis component of a study conducted for the City aimed to ensure the City is "positioned in the market relative to other local area government organizations with similar positions and to develop recommendations that allow the City to recruit and retain quality employees".
- **Regular Salary Reviews and Adjustments:** The City reviews its salary schedule annually, often tying adjustments to the Consumer-Price-Index (CPI) and comparable survey data to ensure its pay ranges remain competitive. This allows for potential "Cost of Living Adjustments or COLA".
- **Adherence to Minimum Wage Standards:** The City "adheres strictly to both the U.S. Department of Labor and the Florida Department of Labor" minimum wage, paying the higher of the two to all staff, including part-time, temporary, and limited-service employees. In fact, the Mayor's office has proactively worked to "raise the minimum wage in 2020" to promote the public good, recruit and retain talented staff, and improve the work environment and employee morale.
- **Supplemental Compensation and Development:** The City provides premium pay/supplemental compensation for various roles and achievements, such as shift differential pay, field training pay, certification pay, and special duty pay. For firefighters, this includes a \$3,000.00 annual pay incentive for obtaining and maintaining a Florida Emergency Medical Technician (EMT) Certification, which is pensionable. Additionally, the City offers an education reimbursement program to encourage personal development, helping employees "maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola". This program covers tuition, books, and fees for required and job-related courses, and even partially for non-job-related courses or a high school diploma.

Free and Fair Choice to Join a Union

Both state law and City policy recognize and support the rights of employees to organize and bargain collectively:

- **Right to Organize and Represent:** Florida state policy declares that "The working person, unionist or nonunionist, must be protected. The right to work is the right to live". It explicitly grants "public employees the right of organization and representation" and requires the state and local governments to "negotiate with bargaining agents". Public employees have the "right to be represented by any employee organization of their own choosing and to negotiate collectively, through a certified bargaining agent". They also retain the "right to refrain from exercising the right to be represented".
- **Recognition of Bargaining Agents:** The City of Pensacola formally recognizes employee organizations, such as the International Association of Firefighters, Local No. 707, as the "sole and exclusive bargaining representative" for their covered employees regarding "rates of pay, wages, hours of employment and other terms and conditions of employment".
- **Collective Bargaining Process:** Collective bargaining is defined as the "mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract". The City and union are expected to

participate actively with an open mind and a sincere desire to resolve differences. Agreements reached are "not binding on the public employer until such agreement has been ratified by the public employer and by public employees who are members of the bargaining unit".

- **Respect for Collective Bargaining Agreements (CBAs):** The City's Employee Handbook and HR Policy Manual explicitly state that "Where specific provisions of a collective bargaining agreement apply to certain employees, the provisions of the collective bargaining agreement shall control". Updates to the Human Resources Policy Manual in 2019 and 2020 explicitly noted that the "terms and conditions of bargaining unit employees that are part of collective bargaining agreements are not altered by the 2019 HRPM".
- **Grievance Rights and Management Authority:** The City's management rights "shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation". Union employees are covered by procedures outlined in their individual bargaining agreements for grievances and appeals.
- **Support for Union Activities:** The City facilitates union activities by providing "three hundred (300) hours annually for use as IAFF Pool Time" for union business, such as grievance meetings or negotiating sessions.

Strong Labor Standards

The City implements various labor standards to ensure a fair, safe, and ethical working environment:

- **Fair Labor Standards Act (FLSA) Compliance:** The City's policy is to "strictly comply with the Federal Fair Labor Standards Act (FLSA)" regarding overtime for non-exempt employees. The FLSA establishes minimum wage, overtime pay, recordkeeping, and child labor standards for public sector workers.
- **Workplace Safety and Health:** The City maintains a strong commitment to a "safe and drug/alcohol-free work environment". This includes pre-employment, random, for-cause/reasonable suspicion, post-accident, and return-to-duty/follow-up drug and alcohol testing in accordance with state and federal laws, including 49 C.F.R. Part 382 and Part 40 (USDOT regulations). The City also provides Workers' Compensation benefits for job-related injuries in accordance with Florida Workers' Compensation Law (Chapter 440), ensuring employees are assured of their job when released to return to duty or offered reasonable placement commensurate with physical limitations.
- **Ethical Conduct and Conflict of Interest:** Employees are expected to conduct business "fairly, impartially, ethically, and in compliance with all laws and regulations". The City adheres to Florida Statutes regarding conflicts of interest, prohibiting employees from holding employment or contractual relationships with entities regulated by or doing business with the City, unless specifically excluded (e.g., collective bargaining representatives).
- **Veteran Preference:** The City applies veterans' preference in appointment and retention for eligible military veterans and their families, as outlined in Chapter 295.07, Florida Statutes. Federal law (USERRA) further protects the employment and reemployment rights of uniformed service members.
- **Grievance and Appeal Processes:** For regular, non-union, non-SES employees, the City has established a "City Personnel Board (CPB) to provide a fair and equitable mechanism for the expeditious review of employee disciplinary appeals," including terminations for cause and disciplinary demotions. For union employees, specific grievance and appeal procedures are outlined in their collective bargaining agreements.

These policies and legal frameworks demonstrate the City's comprehensive approach to labor standards, fair compensation, and respecting employees' rights to unionize.

CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
X	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

This project will include recommendations for lighting standards through a best practices review. For any connected smart lighting technology recommendations, a review of mitigation efforts to reduce cyber threats through strong authentication protocols, encryption, and regular security audits, etc. will be explored. Additionally, as critical infrastructure, the resiliency of these lights will be paramount to ensuring safety of citizens after a major storm event so resiliency to withstand storm risks like flooding and high winds will be taken into consideration during equipment and location selection.

ATTACHMENT G

[RESERVED]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1153

Agenda Conference

9/22/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-60 - U.S. DEPARTMENT OF
TRANSPORTATION - GRANT NO. 693JJ32540760 - ILLUMINATING SAFETY IN
PENSACOLA

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-60:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, PROVIDING FOR AN EFFECTIVE
DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All
Mobilities and Strategic Plan Goal #5: More Walkable, Mixed-Use Districts.

ILLUMINATING SAFETY IN PENSACOLA is a planning project that will cover contractual and
administrative costs for a consultant to conduct data analysis of current lighting on the high
injury crash network, including a gap analysis and analysis of current deficiencies. The
consultant will develop a lighting policy with criteria and priorities based on safety standards to
reduce fatalities and serious injuries. There will be a public engagement effort to present
results and gain input. This will culminate in a final report; an interactive ArcGIS map with
lighting locations; and a spreadsheet inventory with information such as lighting locations,
equipment selection, and other data variables like illuminance standards.

The US Department of Transportation's FY2024 Safe Streets and Roads for All grant
agreement provides \$140,800 in federal grant funds and requires a non-federal match of
\$35,200 for a total grant value of \$176,000.

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$140,800	US DOT Safe Streets and Roads for All Grant
	<u>\$35,200</u>	Local Match from City of Pensacola
	\$176,000	TOTAL

Actual:	<u>\$176,000</u>	Single-phase analysis, planning, and policy & report development
	\$176,000	TOTAL

FINANCIAL IMPACT:

Grant funding will be appropriated through an accompanying supplemental budget resolution. There is a 20% non-federal match requirement in the amount of \$35,200 for this grant. Of this \$24,806 will be funded from the remaining Micromobility budget, and the remaining \$10,394 will be funded from the General Fund Public Works budget.

Funds will be provided through the US Department of Transportation on a reimbursable basis upon task completion outlined in Article 5 of the grant agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/29/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works Director
Caitlin Cerame, Transportation Planner
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-60
2. Supplemental Budget Explanation No. 2025-60

PRESENTATION: No

**RESOLUTION
NO. 2025-60**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; 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. SPECIAL GRANTS FUND

As Reads	Federal Grants	61,068,127
Amended		
To Read:	Federal Grants	61,208,927
As Reads	Operating Expenses	12,176,445
Amended		
To Read:	Operating Expenses	12,317,245

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

SEPTEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION -DOT - ILLUMINTING SAFETY IN PENSACOLA GRANT - RES NO. 2025-60

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	140,800	Increase appropriation for Federal Grants - Illuminating Safety in Pensacola Grant
Total Revenues	<u>140,800</u>	
Appropriations		
Opereating Expenses	<u>140,800</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>140,800</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1154

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (PPBEP) - EPA GRANT AGREEMENT NUMBER 01D08220 - TRASH FREE WATERS GRANT PROGRAM

RECOMMENDATION:

That City Council approve the acceptance of the EPA Grant Agreement Number 01D08220 - Trash Free Waters Grant Program for the purchase of solar trash compactors in the amount of \$30,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item will advance the City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

The Environmental Protection Agency (EPA) has awarded the Pensacola and Perdido Bays Estuary Program (PPBEP) funds through the Trash Free Waters grant program. This grant requires activities that reduce the volume of trash entering our waters by working with partners to implement collaborative solutions that target land-based sources. The PPBEP would like to sub award \$30,000 of this grant to the City of Pensacola. This opportunity to accept a \$30,000 subaward from the Pensacola and Perdido Bays Estuary Program will help reduce land-based trash entering our waterways.

The City currently has 14 solar trash compactors (units), donated by the local nonprofit Ocean Hour through their Impact 100 grant. The units are located as follows: 7 in Exchange Park, 3 in Ferdinand Plaza, 2 in Blake Boyle Skate Park, and 2 in MLK Plaza. The 5 new units would be installed in Bayview Park, which currently has 39 standard trash bins and is located on Bayou Texar—one of PPBEP's priority areas for this grant. There is flexibility to place some of the units in Bruce Beach Park as well.

City staff are already familiar with the software system utilized for the “Big Belly” solar trash compactors we currently have and report that the units have been easy to use, reduced collection frequency, and provided positive overall experience. Additionally, the units are customized to promote public awareness about protecting local waterways.

Quotes from three companies have been retrieved for solar trash compactors. The City proposes purchasing the same brand, Big Belly, because these compactors are compatible with our existing software, reduce staff time and trash overflows, and effectively prevent litter from reaching our waterways. Additionally, Big Belly has a strong US presence that has responsive, local representatives for customer service or maintenance needs. The software cost for the 5-year maintenance of these bins is included in the purchase price. The cost to renew the software is \$570 per bin, and the funding for both this software renewal and any other maintenance cost has been appropriated by Parks and Recreation.

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$30,000.00	
Actual:	\$30,000.00	To be reimbursed by PPBEP Grant
	\$30,000.00	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds. The software cost for the 5-year maintenance of these bins is included in the purchase price. The cost to renew the software is \$570 per bin, and the funding for both this software renewal and any other maintenance cost has been appropriated by Parks and Recreation.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Amy Miller, Interim City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. City of Pensacola_Escambia County EPA Trash Free Waters Agreement 08262025
2. Solar Trash Compactor Quote Spreadsheet

PRESENTATION: No

AGREEMENT RELATING TO THE TRASH FREE WATERS PROJECT

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "Escambia County"), with administrative offices located at 221 South Palafox Place, Suite 420, Pensacola, Florida 32502, and City of Pensacola, a political subdivision of the State of Florida, by and through its City Council (hereinafter referred to as "City of Pensacola"), with administrative offices located at 222 West Main Street, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, the U.S. Environmental Protection Agency awarded EPA Grant Agreement Number 01D08220 to Escambia County on behalf of the Pensacola and Perdido Bays Estuary Program for the Trash Free Waters Project (hereinafter referred to as the "Project"); and

WHEREAS, the Project has heavily engaged the community in trash removal and prevention to reduce water-borne trash and improve the safety, health and beauty of the Carpenter Creek-Bayou Texar HUC12 waterbody located within City of Pensacola; and

WHEREAS, Escambia County desires to enter into an Agreement with City of Pensacola to assist with completion of the Project as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. City of Pensacola will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the U.S. Environmental Protection Agency Grant Agreement Number 01D08220. By executing this Agreement, City of Pensacola acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for City of Pensacola's provision of the scope of services referenced above, Escambia County will reimburse for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by City of Pensacola, including costs, direct expenses, and any other charges, shall not exceed \$30,000, which is solely available from funding provided pursuant to EPA Grant Agreement Number 01D08220.

4. Method of Payment/Billing. City of Pensacola may request payment from Escambia County on a quarterly basis by the submission of a properly executed original invoice. Invoices

shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Natural Resources Management Department
Attention: Finance Manager
221 Palafox Place
Pensacola, FL 32502

Invoices may be submitted electronically to nrminvoices@myescambia.com.

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall be retroactive to December 14, 2023 and expire on November 30, 2025 unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before November 30, 2025.

6. Reporting. City of Pensacola shall provide Escambia County with a final summary report of all Project activities including a narrative summary and financial statement. City of Pensacola's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to Escambia County. City of Pensacola will also provide Escambia County with any additional information as required to substantiate Project activities or expenditures.

7. Termination. Escambia County retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by Escambia County upon providing thirty (30) days written notice to City of Pensacola. This Agreement may be terminated for cause by City of Pensacola upon providing ninety (90) days written notice to Escambia County. In the event of termination by either party as provided herein, City of Pensacola shall be paid for services provided through the date of termination, but City of Pensacola shall not be entitled to any other recovery against Escambia County.

8. Indemnification. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

9. Independent Contractor Status. In the performance of this Agreement, City of Pensacola is an independent contractor. City of Pensacola shall not hold itself out as an employee, agent or servant of Escambia County; and City of Pensacola shall not have the power or authority to bind Escambia County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of Escambia County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

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

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. City of Pensacola acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. City of Pensacola shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. City of Pensacola shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the County agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event City of Pensacola fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any right or remedy and after giving City of Pensacola seven (7) days written notice, during which period City of Pensacola still fails to allow access to such documents, terminate the contract. In such case, City of Pensacola shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by Escambia County may be deducted from any payments left owing to City of Pensacola.

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

**County Administrator
Escambia County Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-XXXX
countyadmin@myescambia.com**

13. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by City of Pensacola in connection with this Agreement are and shall remain the property of the Escambia County whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. City of Pensacola acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. City of Pensacola agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. City of Pensacola shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. E-Verify. In accordance with §448.095, Florida Statutes, City of Pensacola shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If City of Pensacola enters into a contract with a subcontractor performing work or providing services on its behalf, City of Pensacola shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

17. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, City of Pensacola hereby certifies that it is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, City of Pensacola acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*, or has been engaged in a *boycott of Israel* then Escambia County reserves the right to immediately terminate this Agreement.

18. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, City of Pensacola certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a "foreign country of concern" as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

19. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by City of Pensacola without the prior written consent of Escambia County.

20. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

21. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

22. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

23. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

24. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: _____

By: _____
Wesley J. Moreno, County Administrator

Date: _____

Witness: _____

BCC Approved: _____

CITY OF PENSACOLA, FLORIDA

Approved as to substance:

Brad Hinote, PE
City Engineer

D. C. Reeves, Mayor

Adam Cobb, City Attorney

Ericka Burnette, City Clerk

Company	Product Name	Product Capacity	Customizable	Custom Fee Included
<i>Big Belly</i>	<i>Smart Max</i>	<i>150 gallon (570L)</i>	<i>y</i>	<i>y</i>
Solarnook	Solar Trash Compactor	63 gallon (240L)	n	n
	Solar Trash Compactor	63 gallon (240L)	n	n
Tom Robots	Solar bin 1100 L	290 gallon (1100L)	n	n
	Solar bin 240 L	63 gallon (240L)	y	na
	Solar bin 240 L	63 gallon (240L)	y	na

Wrap Fee Included	Assistance in Person	Software	Shipping	Product Cost Per	Total Cost
y	y	<i>First 5 years included in cost, after that varying plans. 1 year \$137, 3 year \$376, 5 year \$570, 8 year \$820</i>	<i>\$1,150.00</i>	<i>\$5,715.60</i>	<i>\$29,728.00</i>
n	n	lifetime	included in cost	\$4,450.00	\$22,250.00
n	n	lifetime	included in cost	\$4,350.00	\$43,500.00
n	n	150/ unit annual fee	Freight so seaport only	\$5,985.00	\$29,925.00
na	n	150/ unit annual fee	Freight to seaport only	\$3,265.00	\$16,325.00
na	n	150/unit annual fee	Freight to seaport only	\$6,530.00	\$32,650.00

Notes
<u><i>Recommended Vendor</i></u> <i>Strong US presence and in person customer service.</i> <i>Currently own and maintain these in City of Pensacola parks.</i>
Bin size is less than half capacity of Big Belly bin, is not custom wrapped, and has LED light which we don't want because parks close at night. Contact form online was messed up. No office or agent in US.
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Too big and dual, don't need dual. Asked for my whatsapp. No office or agent in US.
Bin size less than half capacity of Big Belly bin. Asked for me whatsapp. Customization would be logo sticker. No office or agent in US.
Bin size less than half capacity of Big Belly bin. Asked for me whatsapp. Customization would be logo sticker. No office or agent in US.

Hello there. I need a quote for 5 solar trash compactor bins. They must be customiz

zable and include the design and wrap fee, include the cost of the 2 software progr

ams for 5 years, 150 gallon or your closest size to that, and cost for shipping and

d handling



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1155

Agenda Conference

9/22/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-61 - ALLOCATION OF THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (PPBEP) - EPA GRANT AGREEMENT NUMBER 01D08220 - TRASH FREE WATERS GRANT PROGRAM

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-61:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item will advance the City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

The Environmental Protection Agency (EPA) has awarded the Pensacola and Perdido Bays Estuary Program (PPBEP) funds through the Trash Free Waters grant program. This grant requires activities that reduce the volume of trash entering our waters by working with partners to implement collaborative solutions that target land-based sources. The PPBEP would like to sub award \$30,000 of this grant to the City of Pensacola. This opportunity to accept a \$30,000 subaward from the Pensacola and Perdido Bays Estuary Program will help reduce land-based trash entering our waterways.

The City currently has 14 solar trash compactors (units), donated by the local nonprofit Ocean Hour through their Impact 100 grant. The units are located as follows: 7 in Exchange Park, 3 in Ferdinand Plaza, 2 in Blake Boyle Skate Park, and 2 in MLK Plaza. The 5 new units would be installed in Bayview Park, which currently has 39 standard trash bins and is located on Bayou Texar—one of PPBEP's priority areas for this grant. There is flexibility to place some of the units in Bruce Beach Park as well.

City staff are already familiar with the software system utilized for the “Big Belly” solar trash compactors we currently have and report that the units have been easy to use, reduced collection frequency, and provided positive overall experience. Additionally, the units are customized to promote public awareness about protecting local waterways.

Quotes from three companies have been retrieved for solar trash compactors. The City proposes purchasing the same brand, Big Belly, because these compactors are compatible with our existing software, reduce staff time and trash overflows, and effectively prevent litter from reaching our waterways. Additionally, Big Belly has a strong US presence that has responsive, local representatives for customer service or maintenance needs. The software cost for the 5-year maintenance of these bins is included in the purchase price. The cost to renew the software is \$570 per bin, and the funding for both this software renewal and any other maintenance cost has been appropriated by Parks and Recreation.

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$30,000.00	
Actual:	\$30,000.00	Funding by PPBEP Grant
	\$30,000.00	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds. The software cost for the 5-year maintenance of these bins is included in the purchase price. The cost to renew the software is \$570 per bin, and the funding for both this software renewal and any other maintenance cost has been appropriated by Parks and Recreation.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-61
2. Supplemental Budget Explanation No. 2025-61
3. City of Pensacola_Escambia County EPA Trash Free Waters Agreement 08262025
4. Solar Trash Compactor Quote Spreadsheet

PRESENTATION: No

**RESOLUTION
NO. 2025-61**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; 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. SPECIAL GRANTS FUND

As Reads	Federal Grants	61,038,127
Amended		
To Read:	Federal Grants	61,068,127
As Reads	Capital Outlay	56,662,507
Amended		
To Read:	Capital Outlay	56,692,507

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

**SEPTEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION -ALLOCATION OF THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (PPBEP) -
EPA GRANT - TRASH FREE WATERS GRANT PROGRAM- RES NO. 2025-61**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	30,000	Increase appropriation for Federal Grants - Trash Free Waters Grant
Total Revenues	<u>30,000</u>	
Appropriations		
Capital Outlay	30,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>30,000</u>	

AGREEMENT RELATING TO THE TRASH FREE WATERS PROJECT

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "Escambia County"), with administrative offices located at 221 South Palafox Place, Suite 420, Pensacola, Florida 32502, and City of Pensacola, a political subdivision of the State of Florida, by and through its City Council (hereinafter referred to as "City of Pensacola"), with administrative offices located at 222 West Main Street, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, the U.S. Environmental Protection Agency awarded EPA Grant Agreement Number 01D08220 to Escambia County on behalf of the Pensacola and Perdido Bays Estuary Program for the Trash Free Waters Project (hereinafter referred to as the "Project"); and

WHEREAS, the Project has heavily engaged the community in trash removal and prevention to reduce water-borne trash and improve the safety, health and beauty of the Carpenter Creek-Bayou Texar HUC12 waterbody located within City of Pensacola; and

WHEREAS, Escambia County desires to enter into an Agreement with City of Pensacola to assist with completion of the Project as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. City of Pensacola will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the U.S. Environmental Protection Agency Grant Agreement Number 01D08220. By executing this Agreement, City of Pensacola acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for City of Pensacola's provision of the scope of services referenced above, Escambia County will reimburse for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by City of Pensacola, including costs, direct expenses, and any other charges, shall not exceed \$30,000, which is solely available from funding provided pursuant to EPA Grant Agreement Number 01D08220.

4. Method of Payment/Billing. City of Pensacola may request payment from Escambia County on a quarterly basis by the submission of a properly executed original invoice. Invoices

shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Natural Resources Management Department
Attention: Finance Manager
221 Palafox Place
Pensacola, FL 32502

Invoices may be submitted electronically to nrminvoices@myescambia.com.

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall be retroactive to December 14, 2023 and expire on November 30, 2025 unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before November 30, 2025.

6. Reporting. City of Pensacola shall provide Escambia County with a final summary report of all Project activities including a narrative summary and financial statement. City of Pensacola's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to Escambia County. City of Pensacola will also provide Escambia County with any additional information as required to substantiate Project activities or expenditures.

7. Termination. Escambia County retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by Escambia County upon providing thirty (30) days written notice to City of Pensacola. This Agreement may be terminated for cause by City of Pensacola upon providing ninety (90) days written notice to Escambia County. In the event of termination by either party as provided herein, City of Pensacola shall be paid for services provided through the date of termination, but City of Pensacola shall not be entitled to any other recovery against Escambia County.

8. Indemnification. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

9. Independent Contractor Status. In the performance of this Agreement, City of Pensacola is an independent contractor. City of Pensacola shall not hold itself out as an employee, agent or servant of Escambia County; and City of Pensacola shall not have the power or authority to bind Escambia County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of Escambia County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

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

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. City of Pensacola acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. City of Pensacola shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. City of Pensacola shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the County agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event City of Pensacola fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any right or remedy and after giving City of Pensacola seven (7) days written notice, during which period City of Pensacola still fails to allow access to such documents, terminate the contract. In such case, City of Pensacola shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by Escambia County may be deducted from any payments left owing to City of Pensacola.

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

**County Administrator
Escambia County Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-XXXX
countyadmin@myescambia.com**

13. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by City of Pensacola in connection with this Agreement are and shall remain the property of the Escambia County whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. City of Pensacola acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. City of Pensacola agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. City of Pensacola shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. E-Verify. In accordance with §448.095, Florida Statutes, City of Pensacola shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If City of Pensacola enters into a contract with a subcontractor performing work or providing services on its behalf, City of Pensacola shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

17. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, City of Pensacola hereby certifies that it is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, City of Pensacola acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*, or has been engaged in a *boycott of Israel* then Escambia County reserves the right to immediately terminate this Agreement.

18. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, City of Pensacola certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a “foreign country of concern” as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

19. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by City of Pensacola without the prior written consent of Escambia County.

20. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

21. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

22. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

23. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

24. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: _____

By: _____
Wesley J. Moreno, County Administrator

Date: _____

Witness: _____

BCC Approved: _____

CITY OF PENSACOLA, FLORIDA

Approved as to substance:

Brad Hinote, PE
City Engineer

D. C. Reeves, Mayor

Adam Cobb, City Attorney

Ericka Burnett, City Clerk

Company	Product Name	Product Capacity	Customizable	Custom Fee Included
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	Solar Trash Compactor	63 gallon (240L)	n	n
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	Solar bin 240 L	63 gallon (240L)	y	na
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Wrap Fee Included	Assistance in Person	Software	Shipping	Product Cost Per	Total Cost
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na	n	150/unit annual fee	Freight to seaport only	\$6,530.00	\$32,650.00

Notes
<u><i>Recommended Vendor</i></u> <i>Strong US presence and in person customer service.</i> <i>Currently own and maintain these in City of Pensacola parks.</i>
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Bin size less than half capacity of Big Belly bin. Asked for me whatsapp. Customization would be logo sticker. No office or agent in US.

Hello there. I need a quote for 5 solar trash compactor bins. They must be customiz

zable and include the design and wrap fee, include the cost of the 2 software progr

ams for 5 years, 150 gallon or your closest size to that, and cost for shipping and

d handling



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1275

Agenda Conference

9/22/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

DESIGNATION OF COUNCIL CHAMBERS IN HONOR OF DR. P.C. WU

RECOMMENDATION:

That City Council designate the Council Chamber in honor of Dr. P.C. Wu.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with City Code Sec.2-3-2 - Naming City Property, a request has been made to designate the Council Chambers of the Pensacola City Council in honor of Dr. P.C. Wu PhD.

Below are a list of Dr. Wu's notable accomplishments and contributions during his lengthy tenure of service to the City, that make him deserving of this recognition.

City of Pensacola City Council (2004-2020)

- Served as Council Vice President, Council President, & CRA Chair
- Served on TDC, PEDC, FL-AL TPO, and Chaired the Enterprise Committee

Northwest Florida League of Cities NWFLC

- Board of Directors – Board member & Past President
- In 2015 the NWFLC designated their Outstanding Municipal Official of the Year Award the Dr. P.C. Wu Award

Florida League of Cities (FLC)

- President of FLC (first elected representative of Pensacola to serve as FLC President)
- Chair of the Resolution Committee, Nomination Committee, Board of Directors, Chair of Legislative Committee, multiple Executive Committees, Trustee of the Florida Municipal Insurance Trust, and member of the Southern Municipal Leadership Conference (2013-2020)
- Received FLC's highest honor – the E Harris Drew Lifetime Achievement Award in 2018

National League of Cities (NLC)

- Two-terms on Board of Directors
- Endorsed by Florida Senators Bill Nelson and Marco Rubio in unsuccessful bid for 2nd VP

Education

- BA, MS and Ph.D. FSU
- 2013 FSU "Distinguished Alumni" award for Government & Community Service

Professional

- The University of West Florida (1977 – 2004)
- Graduate Student Professor and Director of the UWF Teacher Education Center
- Past State President FASCD
- Past President Florida Association for Staff Development
- Past President Florida Association for Teacher Educators
- Multiple FWB UWF Outstanding Professor Awards
- UWF Outstanding Service Award 2003
- UWF Professor Emeritus 2005

Local Community Service

- St Christopher's Episcopal Church Chalice Bearer, Vestry, & Bishop's Commission on Reconciliation
- Florida Commission on Human Relations – nominated by Governor Jeb Bush & confirmed by the Florida Senate
- Council on Aging – Secretary
- Five Flags Rotary – Past President, Past District Governor, Rotary Manna Food Bank Project Participant
- Florida Supreme Court Certified Mediator
- Loaves & Fishes Soup Kitchen Volunteer
- Habitat for Humanity – Volunteer on approximately 30 homes
- Salvation Army – 20 years as Bell Ringer
- Mayor's Task Force on Conflict Resolution
- God in Government Award – Lifetime Achievement 2024
- WSRE PBS Foundation Board
- ARC Board
- Navy League Board
- Blood Bank Board
- Pensacola Historical Society Board
- Boy Scouts Board – East Scout Class Honoree
- Lakeview Center Board
- Baptist Foundation Board
- 32-Degree (Scottish Rite) Mason
- Naturalization Ceremonies – Guest Speaker at several events

PRIOR ACTION:

N/A

FUNDING:

None

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1277

Agenda Conference

9/22/2025

ORDINANCE

SPONSOR: Jared Moore, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 16-25 - FUTURE LAND USE MAP AND AMENDMENT - 2907 EAST LEE STREET

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 16-25 on second reading.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola's Strategic Plan, but is required by local, state or federal law, governance or regulation.

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 East Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

On August 12, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

September 11, 2025 - City Council voted to approve Proposed Ordinance No. 16-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/12/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager
Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 16-25
2. 2907 E. Lee Street Maps
3. Business Impact Estimate
4. Application_2907 E. Lee Street
5. DRAFT Planning Board Minutes August 12, 2025
6. Current FLU
7. Proposed FLU

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following small scale development amendment to the comprehensive plan and future land use map of the city;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087
P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

Parcel ID: 052S295905021058; Situs: 2907 E. Lee Street, Pensacola, FL 32503

shall be amended from the "LDR," Low Density Residential Land Use District designation, to "MDR," Medium Density Residential Land Use District designation.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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.

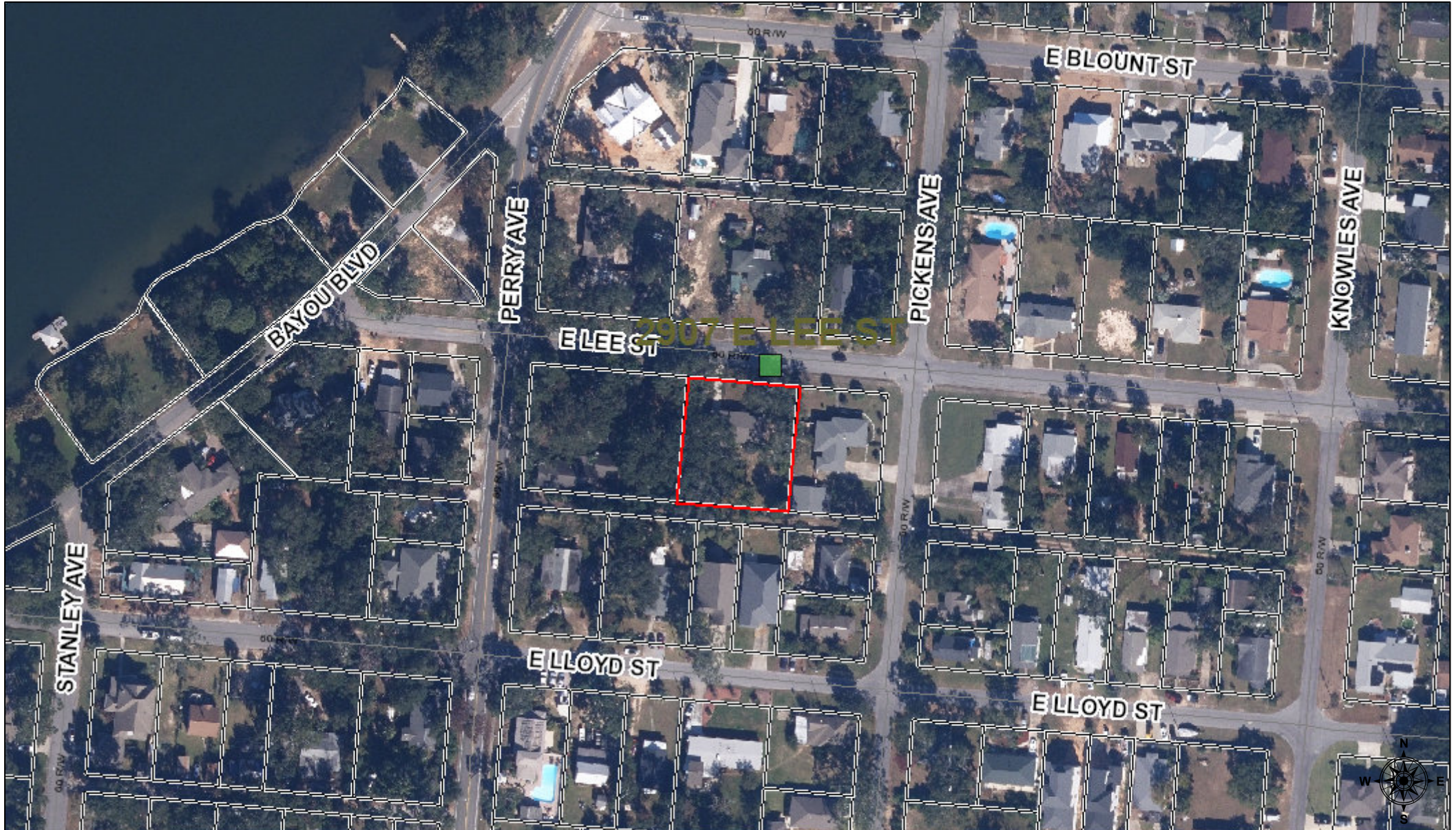
SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



July 31, 2025

Current Future Land Use

Streets

Citylimits

Escambia County

Future Landuse

CODE

COMMERCIAL

LOW DENSITY RESIDENTIAL

HIGH DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

Proposed Annexation

L.D.R.

E LEE ST

PICKENS AVE

E LLOYD ST

M.D.R.

E LLOYD ST

0 0.01 0.03 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

7/29/2025 FLORIDA'S FIRST & FUTURE



Proposed Future Land Use

- Streets
Citylimits
Escambia County
- proposedflu
CODE
- COMMERCIAL
 - LOW DENSITY RESIDENTIAL
 - HIGH DENSITY RESIDENTIAL
 - MEDIUM DENSITY RESIDENTIAL
 - Proposed Annexation

L.D.R.

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0 0.01 0.03 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA
FLORIDA'S FIRST & FUTURE

7/29/2025

N
S

Current Zoning

- Streets
 - Citylimits
 - Escambia County
 - Proposed Annexation
- ZONING**
- RETAIL COMMERCIAL (C-1)
 - SINGLE FAMILY
 - MULTIPLE FAMILY
 - ONE AND TWO FAMILY (R-1AA)

R-1AAA

E LEE ST

PICKENS AVE

E LLOYD ST

R-1AA

E LLOYD ST

0 0.01 0.03 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

FLORIDA'S FIRST & FUTURE

7/29/2025

N
S

Proposed Zoning

 Streets
 Citylimits
 Escambia County

Proposed Zoning

ZONING

-  RETAIL COMMERCIAL (C-1)
-  SINGLE FAMILY
-  MULTIPLE FAMILY
-  ONE AND TWO FAMILY (R-1AA)
-  Proposed Annexation

R-1AAA

R-1AA

R-1AA

0 0.01 0.03 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

FLORIDA'S FIRST & FUTURE

7/31/2025

N
S



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 16-25. AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343
OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

shall be amended from the "LDR," Low Density Residential Land Use District designation, to "MDR," Medium Density Residential Land Use District designation.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the future land use map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.



REZONING

Please check application type:

☐

Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒

(< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐

(≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Carmen A. Lemox Date: 7/9/25

Address: 2907 E. Lee St. Pensacola, FL 32503

Phone: 850 529 0748 Fax: _____ Email: cal2252@gmail.com

Property Information:

Owner Name: Carmen A. Lemox Phone: 850 529 0748

Location/Address: 2907 E. Lee St. Pensacola, FL 32503

Parcel ID: 05 - 25 - 29 - 5905 - 021 - 058 Acres/Square Feet: 4017

Zoning Classification: Existing R-1 AAA Proposed R-1 AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No Is not an HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Carmen A. Lemox
Applicant Signature

Carmen A. Lemox
Owner Signature

Carmen A. Lemox
Applicant Name (Print)

Carmen A. Lemox
Owner Name (Print)



SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo

Commission Expires: 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

REZONING



Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: MICHAEL F. Lewis Date: 7/10/25

Address: P.O. Box 6132 Gulf Breeze FL 32563

Phone: 850 723 7665 Fax: — Email: mfrancislewis26

@gmail.com

Property Information:

Owner Name: Michael F Lewis, Sharm D Lewis, Carmen Lewis Phone: —

Location/Address: 2907 E. Lee Street Pensacola FL 32503

Parcel ID: 05-25-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density - Res Proposed Medium Density - Res

Reason Rezoning Requested: Re development of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No IS NOT HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 19 day of July, 2025.

Michael F Lewis
Applicant Signature

Michael F Lewis
Applicant Name (Print)

Michael F Lewis
Owner Signature

Michael F Lewis, Executor signing for all owners
Owner Name (Print)

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo

Commission Expires: 6/10/2027



SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Please check application type:

Comprehensive Plan / FLUM Amendment



☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: SHARON L SMITH

Date: 7.9.2025

Address: 2117 FRANKIE Lane Soddy Daisy TN 37379

Phone: 423 2600254

Fax: _____

Email: sellsmith@epbf.com

Property Information:

Owner Name: SHARON SMITH

Phone: 423 2600254

Location/Address: 2907 E LEE STREET PENSACOLA FL 32503

Parcel ID: 05-2 S-29-59 05-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R1-AAA

Proposed R1-AA

Future Land Use Classification: Existing LOW Density Res

Proposed Medium Density

Reason Rezoning Requested: Redevelopment of Property Res

Has the applicant met with the neighborhood association? Include details as attachment.

☐ Yes

☒ No

EPH neighborhood Association is not HOA

Is a survey being required by Development Services?

☐ Yes

☒ No

Required Attachments:

(A) Full legal description of property (from deed or survey)

(B) General location map with property to be rezoned indicated thereon

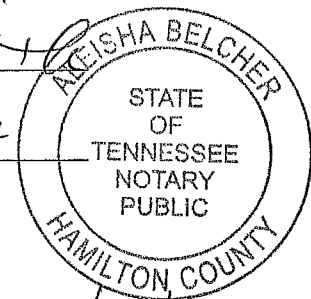
The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 9th day of July, 2025.

Sharon L Smith
Applicant Signature

Sharon L Smith
Owner Signature

SHARON L SMITH
Applicant Name (Print)

SHARON L SMITH
Owner Name (Print)



Sworn to and subscribed to before me this 9th day of July, 2025

Name: Akeisha Belcher

Commission Expires: 05/24/2028

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

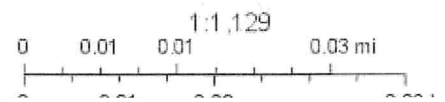
Second Reading: _____ Ordinance Number: _____





July 10, 2025

Override 1

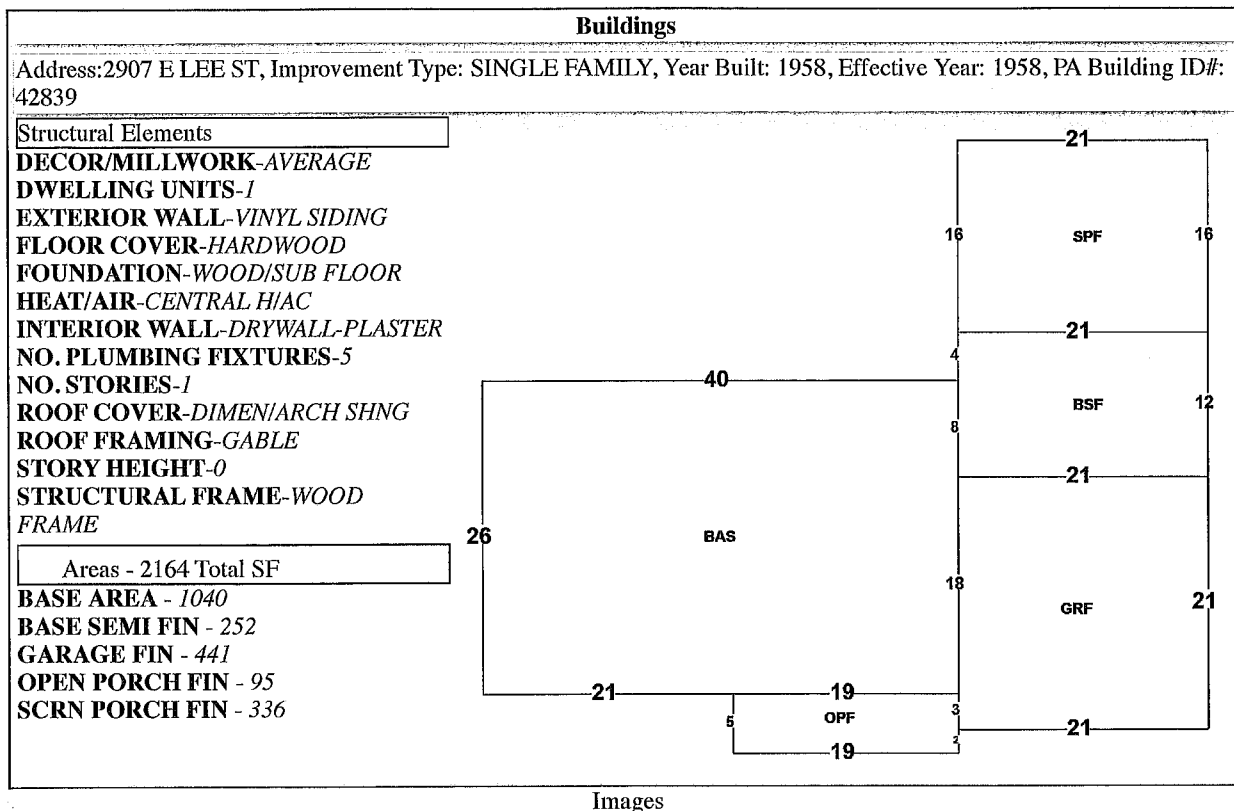


Source: Escambia County Property Appraiser

[Restore Full Version](#)

General Information Parcel ID: 052S295905021058 Account: 013400000 Owners: LEWIS HELEN LIFE EST LEMOX CARMEN A & LEWIS MICHAEL F & SMITH SHARON D Mail: 2907 E LEE ST PENSACOLA, FL 32503 Situs: 2907 E LEE ST 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td>\$199,477</td> <td>\$122,468</td> <td>\$321,945</td> <td>\$78,716</td> </tr> <tr> <td>2023</td> <td>\$157,482</td> <td>\$116,043</td> <td>\$273,525</td> <td>\$76,424</td> </tr> <tr> <td>2022</td> <td>\$141,734</td> <td>\$103,781</td> <td>\$245,515</td> <td>\$74,199</td> </tr> </tbody> </table> Disclaimer Tax Estimator Change of Address File for Exemption(s) Online Report Storm Damage	Year	Land	Imprv	Total	Cap Val	2024	\$199,477	\$122,468	\$321,945	\$78,716	2023	\$157,482	\$116,043	\$273,525	\$76,424	2022	\$141,734	\$103,781	\$245,515	\$74,199																						
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Sales Data Type List: <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Multi Parcel</th> <th>Records</th> </tr> </thead> <tbody> <tr> <td>07/17/2024</td> <td>9176</td> <td>988</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>10/05/2023</td> <td>9081</td> <td>277</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>10/08/2019</td> <td>8178</td> <td>1218</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>03/28/2019</td> <td>8070</td> <td>995</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>02/2007</td> <td>6087</td> <td>343</td> <td>\$100</td> <td>CJ</td> <td>N</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Multi Parcel	Records	07/17/2024	9176	988	\$100	QC	N		10/05/2023	9081	277	\$100	QC	N		10/08/2019	8178	1218	\$100	QC	N		03/28/2019	8070	995	\$100	QC	N		02/2007	6087	343	\$100	CJ	N		2024 Certified Roll Exemptions HOMESTEAD EXEMPTION, WIDOW Legal Description LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR... Extra Features WORKSHOP
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07/17/2024	9176	988	\$100	QC	N																																						
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02/2007	6087	343	\$100	CJ	N																																						

Parcel Information Section Map Id: CA004 Approx. Acreage: 0.4017 Zoned: R-1AAA Evacuation & Flood Information Open Report	Launch Interactive Map View Florida Department of Environmental Protection(DEP) Data
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Images



3/19/2002 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
052S295905021058 - Full Legal Description

LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081
P 277 OR 9176 P 988 CA 4



MINUTES OF THE PLANNING BOARD

August 12, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson,
Board Member Yee, Board Member Powell
Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon
Assistant Planning & Zoning Manager Harding, Digital Media
Specialist Johnston, Development Services Coordinator
Statler

STAFF VIRTUAL: Assistant City Attorney Goldsmith

OTHERS PRESENT: Dan Bowen, Anna Schmutz, Bear Pernell, Katarzyna Kurek,
Chris Manganello

AGENDA:

- Quorum/Call to Order
- Swearing In Reappointment and Appointment
- Board Election of Officers – Chair and Vice Chair
- Approval of Meeting Minutes from July 8, 2025
- **New Business:**
 - Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District
 - Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee Street
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:01pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. All attending board members were sworn in and Chairman Ritz was voted in as acting Chair 5-0 (Vice Chairman Larson motioned and Board Member Grundhoefer seconded), and Vice Chairman Larson was vote in as acting Vice Chairman 5-0 (Board

Member Grundhoefer motioned and Board Member Powell seconded).

Approval of Meeting Minutes – Board Member Larson made a motion to approve the July 8, 2025, minutes, seconded by Board Member Powell, and it carried 5:0.

New Business –

Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District

Whataburger Real Estate, LLC, is requesting aesthetic approval for a building remodel and expansion. The project includes new exterior finishes, including a new storefront and awnings, and the plans reflect Whataburger's latest brand design. Work will also include the addition of a second drive-through lane and some modification to the parking area. The western curb cut along Gregory Street is being closed per FDOT requirements and is being replaced with landscaping. Additionally, a sidewalk has been added to the southerly right-of-way to connect to the existing sidewalk next door. Although shown on the elevations, signage will be handled through an abbreviated review closer to permitting.

Mr. Pernell and Mr. Manganello presented to the board. Chairman Ritz was aware of the newer designed Whataburger restaurants and believed that the A-frame had its time. He appreciated the cleaner look. He thought it fit within the Gregory Street corridor and Gateway District. Board Member Grundhoefer thought it was an improvement as well and asked about landscaping. Landscaping was being added, especially along Gregory Street, adjacent to the parking lot and where the curb cut was being closed. The Gateway Redevelopment District does discourage bright colors, but the board understood that the color was a part of the restaurant's branding. Board Member Grundhoefer asked who will review the signs and staff answered that signage will be reviewed through an abbreviated review by Assistant Planning & Division Manager Harding and Chairman Ritz. Board Member Powell agreed that the proposed design was an improvement and fit better than the original design. Board Member Yee also liked the design and understood that the evolution of the restaurant's brand was driving the changes.

Vice Chairperson Larson made the motion to approve as presented, seconded by Board Member Powell, and it carried 5:0.

Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 E. Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential. The property measures 125' wide and 140' deep and is 17,500 square feet in area. Under the current R-1AAA zone, it cannot be divided. If the rezoning application is successful, it is the applicants' desire to redevelop the property for residential uses. Under the proposed R-1AA zoning district, the parcel could accommodate three new lots for single-family residential use. A zoning analysis comparing R-1AAA and R-1AA standards, along with their highest possible uses for 2907 E. Lee Street, is included. Mr. Lewis presented to the board and specified that the property is an inheritance from his mother to him and his three siblings and that his mother's will specified that the property

was to be sold. They would like to rezone the property so that it can be divided. Chairman Ritz clarified that the subject property was eligible for a rezoning since it was contiguous to a R-1AA zone. The board always considered what could happen if a property was rezoned, so they try to consider the “worst-case scenario” development-wise and according to what the Land Development Code would allow. The heaviest use of the property would be three 41’ wide lots with single-family home each with an accessory dwelling unit. The question was whether lots of that size and the possible density would be appropriate there. Board Member Yee noted that some of the properties to the east and within R-1AAA were on very narrow lots and were most likely existing nonconforming. The smaller lots to the east alleviated his concerns since smaller lots already existed in the area and in both districts. Board Member Grundhoefer asked if the item was properly noticed and it was. Mr. Lewis spoke to a number of his neighbors and received no opposition. Staff clarified that the application was noticed in the PNJ, by sign, and by postcards to all neighbors within 500’. Planning Board’s recommendation would be sent to City Council’s September 11 meeting. The lots to the south of the subject property have been zoned R-1AA for a long time. Board Member Powell thought that this type of application addressed the city’s needs for additional housing and that a rezoning would be appropriate since it was adjacent to R-1AA and since there were smaller lots nearby in both R-1AA and R-1AAA. She liked what could be developed there and didn’t think the impact would be negative. Board Member Ritz agreed that this type of application does address the city’s housing needs, which is often discussed by the Affordable Housing Taskforce.

Board Member Powell made the motion to recommend approval, seconded by Board Member Larson, and it carried 5:0.

Open Forum – none

Discussion

A brief update regarding the Land Development Code rewrite was given. There will be an LDC public workshop on Monday, October 13 at 5:30pm and an LDC open house on Tuesday, October 14 at 8:00am.

Adjournment – With no further business, the Board adjourned at 2:53 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

Current Future Land Use

 Streets

 Citylimits

 Escambia County

Future Landuse

CODE

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 Proposed Annexation

L.D.R.

E LEE ST

PICKENS AVE

E LLOYD ST

M.D.R.

E LLOYD ST

0 0.01 0.03 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

7/29/2025 FLORIDA'S FIRST & FUTURE



Proposed Future Land Use

- Streets
 - Citylimits
 - Escambia County
- proposedflu
- CODE
- COMMERCIAL
 - LOW DENSITY RESIDENTIAL
 - HIGH DENSITY RESIDENTIAL
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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

FLORIDA'S FIRST & FUTURE

7/29/2025

N
S



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1278

Agenda Conference

9/22/2025

ORDINANCE

SPONSOR: Jared Moore, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 17-25 - ZONING MAP AMENDMENT - 2907 EAST LEE STREET

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 17-25 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola's Strategic Plan, but is required by local, state or federal law, governance or regulation.

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 East Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential.

On August 12, 2025, the Planning Board voted 5:0 to recommend approval of the request.

PRIOR ACTION:

September 11, 2025 - City Council voted to approve Proposed Ordinance No. 17-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/12/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Division Manager
Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 17-25
2. 2907 E. Lee Street Maps
3. Business Impact Estimate
4. Application_2907 E. Lee Street
5. DRAFT Planning Board Minutes August 12, 2025
6. Current Zoning
7. Proposed Zoning

PRESENTATION: No

PROPOSED
ORDINANCE NO. 17-25

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING
CLASSIFICATION OF CERTAIN PROPERTY PURSUANT
TO AND CONSISTENT WITH THE COMPREHENSIVE
PLAN OF THE CITY OF PENSACOLA; AMENDING THE
ZONING MAP OF THE CITY OF PENSACOLA;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on September 11, 2025, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

Parcel ID: 052S295905021058; Situs: 2907 E. Lee Street, Pensacola, FL 32503

shall be amended such that the above-described property's zoning classification is hereby changed from "R-1AAA," Single-Family Zoning District to "R-1AA," One- and

Two-Family Zoning District.

SECTION 2. 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 provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

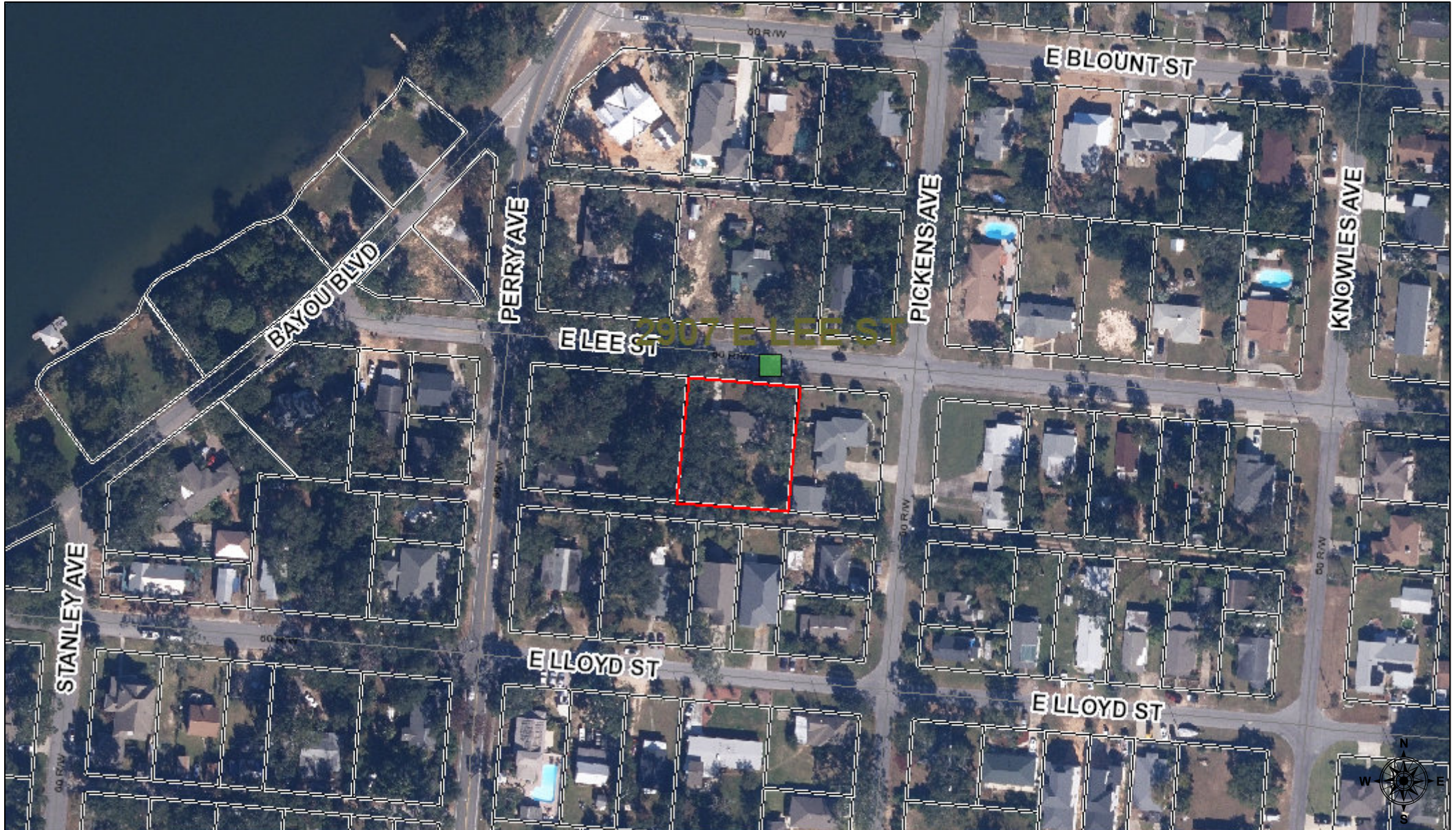
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

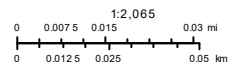
Approved: _____
President of City Council

Attest:

City Clerk



July 31, 2025



WARNING: THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the abovementioned public primary information sources shown on this map are not guaranteed to be accurate. The user assumes all responsibility for the information contained on this map. Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NOAA, Swisstopo, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Current Future Land Use

Streets

Citylimits

Escambia County

Future Landuse

CODE

COMMERCIAL

LOW DENSITY RESIDENTIAL

HIGH DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

Proposed Annexation

BAYOU BL

L.D.R.

E LEE ST

PERRY AVE

PICKENS AVE

E LLOYD ST

M.D.R.

E LLOYD ST

0 0.01 0.03 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

7/29/2025 FLORIDA'S FIRST & FUTURE



Proposed Future Land Use

- Streets
-  Citylimits
-  Escambia County
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- CODE
-  COMMERCIAL
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PENSACOLA



7/29/2025 FLORIDA'S FIRST & FUTURE

Current Zoning

- Streets
 - Citylimits
 - Escambia County
 - Proposed Annexation
- ZONING**
- RETAIL COMMERCIAL (C-1)
 - SINGLE FAMILY
 - MULTIPLE FAMILY
 - ONE AND TWO FAMILY (R-1AA)

R-1AAA

E LEE ST

PICKENS AVE

E LLOYD ST

R-1AA

E LLOYD ST

0 0.01 0.03 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

FLORIDA'S FIRST & FUTURE

7/29/2025

N
S

Proposed Zoning

 Streets
 Citylimits
 Escambia County

Proposed Zoning

ZONING

-  RETAIL COMMERCIAL (C-1)
-  SINGLE FAMILY
-  MULTIPLE FAMILY
-  ONE AND TWO FAMILY (R-1AA)
-  Proposed Annexation

R-1AAA

R-1AA

R-1AA

0 0.01 0.03 Miles

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G:\Map_Archives\Planning\FLU Zoning\FLUZoning.aprx

PENSACOLA

FLORIDA'S FIRST & FUTURE

7/31/2025

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S



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 17-25. AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

Lots 21 to 25, Block 58, East Pensacola Plat, Deed Book 77 Page 520 OR 6087 P 343
OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR 9176 P 988 CA 4

shall be amended such that the above-described property's zoning classification is hereby changed from "R-1AAA," Single-Family Zoning District to "R-1AA," One- and Two-Family Zoning District.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The proposed ordinance would amend the zoning map for a currently developed privately-owned parcel and would not have an adverse economic impact on a private, for-profit business in the city.

REZONING



Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Carmen A. Lemox Date: 7/9/25

Address: 2907 E. Lee St. Pensacola, FL 32503

Phone: 850 529 0748 Fax: _____ Email: cal2252@gmail.com

Property Information:

Owner Name: Carmen A. Lemox Phone: 850 529 0748

Location/Address: 2907 E. Lee St. Pensacola, FL 32503

Parcel ID: 05 - 25 - 29 - 5905 - 021 - 058 Acres/Square Feet: 4017

Zoning Classification: Existing R-1 AAA Proposed R-1 AA

Future Land Use Classification: Existing Low Density-Res Proposed Medium Density Res

Reason Rezoning Requested: Redevelopment of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No Is not an HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of July, 2025.

Carmen A. Lemox
Applicant Signature

Carmen A. Lemox
Applicant Name (Print)

Carmen A. Lemox
Owner Signature

Carmen A. Lemox
Owner Name (Print)



SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo

Commission Expires: 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

REZONING



Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: MICHAEL F. Lewis Date: 7/10/25

Address: P.O. Box 6132 Gulf Breeze FL 32563

Phone: 850 723 7665 Fax: — Email: mfrancislewis26

@gmail.com

Property Information:

Owner Name: Michael F Lewis, Sharm D Lewis, Carmen Lewis Phone: —

Location/Address: 2907 E. Lee Street Pensacola FL 32503

Parcel ID: 05-25-29-5905-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R-1AAA Proposed R-1AA

Future Land Use Classification: Existing Low Density - Res Proposed Medium Density - Res

Reason Rezoning Requested: Re development of Property

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No

IS NOT HOA

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 19 day of July, 2025.

Michael F Lewis
Applicant Signature

Michael F Lewis
Owner Signature

Michael F Lewis
Applicant Name (Print)

Michael F Lewis, Executor signing for all owners
Owner Name (Print)

Sworn to and subscribed to before me this 10 day of July, 2025

Name: Samuel Mayo

Commission Expires: 6/10/2027



SAMUEL MAYO
Notary Public
State of Florida
Comm# HH686366
Expires 6/10/2029

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Please check application type:

Comprehensive Plan / FLUM Amendment



☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: SHARON L SMITH Date: 7.9.2025

Address: 2117 FRANKIE Lane Soddy Daisy TN 37379

Phone: 423 2600254 Fax: _____ Email: sdlsmith@epbf.com

Property Information:

Owner Name: SHARON SMITH Phone: 423 2600254

Location/Address: 2907 E LEE STREET PENSACOLA FL 32503

Parcel ID: 05-2 S-29-59 05-021-058 Acres/Square Feet: .4017

Zoning Classification: Existing R1-AAA Proposed R1-AA

Future Land Use Classification: Existing LOW Density Res Proposed Medium Density

Reason Rezoning Requested: Redevelopment of Property Res

Has the applicant met with the neighborhood association? Include details as attachment. ☐ Yes ☒ No

Is a survey being required by Development Services? ☐ Yes ☒ No

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

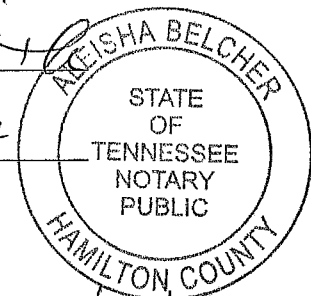
The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 9th day of July, 2025.

Sharon L Smith
Applicant Signature

SHARON L SMITH
Applicant Name (Print)

Sharon L Smith
Owner Signature

SHARON L SMITH
Owner Name (Print)



Sworn to and subscribed to before me this 9th day of July, 2025

Name: Akeisha Belcher Commission Expires: 05/24/2028

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

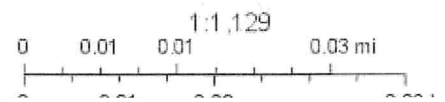
Second Reading: _____ Ordinance Number: _____





July 10, 2025

☐ Override 1



Source: Escambia County Property Appraiser

[Restore Full Version](#)

General Information Parcel ID: 052S295905021058 Account: 013400000 Owners: LEWIS HELEN LIFE EST LEMOX CARMEN A & LEWIS MICHAEL F & SMITH SHARON D Mail: 2907 E LEE ST PENSACOLA, FL 32503 Situs: 2907 E LEE ST 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td>\$199,477</td> <td>\$122,468</td> <td>\$321,945</td> <td>\$78,716</td> </tr> <tr> <td>2023</td> <td>\$157,482</td> <td>\$116,043</td> <td>\$273,525</td> <td>\$76,424</td> </tr> <tr> <td>2022</td> <td>\$141,734</td> <td>\$103,781</td> <td>\$245,515</td> <td>\$74,199</td> </tr> </tbody> </table> Disclaimer Tax Estimator Change of Address File for Exemption(s) Online Report Storm Damage	Year	Land	Imprv	Total	Cap Val	2024	\$199,477	\$122,468	\$321,945	\$78,716	2023	\$157,482	\$116,043	\$273,525	\$76,424	2022	\$141,734	\$103,781	\$245,515	\$74,199																						
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Sales Data Type List: <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Multi Parcel</th> <th>Records</th> </tr> </thead> <tbody> <tr> <td>07/17/2024</td> <td>9176</td> <td>988</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>10/05/2023</td> <td>9081</td> <td>277</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>10/08/2019</td> <td>8178</td> <td>1218</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>03/28/2019</td> <td>8070</td> <td>995</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>02/2007</td> <td>6087</td> <td>343</td> <td>\$100</td> <td>CJ</td> <td>N</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Multi Parcel	Records	07/17/2024	9176	988	\$100	QC	N		10/05/2023	9081	277	\$100	QC	N		10/08/2019	8178	1218	\$100	QC	N		03/28/2019	8070	995	\$100	QC	N		02/2007	6087	343	\$100	CJ	N		2024 Certified Roll Exemptions HOMESTEAD EXEMPTION, WIDOW Legal Description LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081 P 277 OR... Extra Features WORKSHOP
Sale Date	Book	Page	Value	Type	Multi Parcel	Records																																					
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Parcel Information Section Map Id: CA004 Approx. Acreage: 0.4017 Zoned: R-1AAA Evacuation & Flood Information Open Report	Launch Interactive Map View Florida Department of Environmental Protection(DEP) Data
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Buildings	
Address: 2907 E LEE ST, Improvement Type: SINGLE FAMILY, Year Built: 1958, Effective Year: 1958, PA Building ID#: 42839	
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-1 EXTERIOR WALL-VINYL SIDING FLOOR COVER-HARDWOOD FOUNDATION-WOOD/SUB FLOOR HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-5 NO. STORIES-1 ROOF COVER-DIMEN/ARCH SHNG ROOF FRAMING-GABLE STORY HEIGHT-0 STRUCTURAL FRAME-WOOD FRAME	
Areas - 2164 Total SF BASE AREA - 1040 BASE SEMI FIN - 252 GARAGE FIN - 441 OPEN PORCH FIN - 95 SCRN PORCH FIN - 336	

Images



3/19/2002 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
052S295905021058 - Full Legal Description

LTS 21 TO 25 BLK 58 EAST PENSACOLA PLAT DB 77 P 520 OR 6087 P 343 OR 8070 P 995 OR 8178 P 1218 OR 9081
P 277 OR 9176 P 988 CA 4



MINUTES OF THE PLANNING BOARD

August 12, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson,
Board Member Yee, Board Member Powell
Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon
Assistant Planning & Zoning Manager Harding, Digital Media
Specialist Johnston, Development Services Coordinator
Statler

STAFF VIRTUAL: Assistant City Attorney Goldsmith

OTHERS PRESENT: Dan Bowen, Anna Schmutz, Bear Pernell, Katarzyna Kurek,
Chris Manganello

AGENDA:

- Quorum/Call to Order
- Swearing In Reappointment and Appointment
- Board Election of Officers – Chair and Vice Chair
- Approval of Meeting Minutes from July 8, 2025
- **New Business:**
 - Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District
 - Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee Street
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:01pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. All attending board members were sworn in and Chairman Ritz was voted in as acting Chair 5-0 (Vice Chairman Larson motioned and Board Member Grundhoefer seconded), and Vice Chairman Larson was vote in as acting Vice Chairman 5-0 (Board

Member Grundhoefer motioned and Board Member Powell seconded).

Approval of Meeting Minutes – Board Member Larson made a motion to approve the July 8, 2025, minutes, seconded by Board Member Powell, and it carried 5:0.

New Business –

Request for Final Aesthetic Review – Whataburger Remodel at 417 E. Gregory Street, Gateway Redevelopment District

Whataburger Real Estate, LLC, is requesting aesthetic approval for a building remodel and expansion. The project includes new exterior finishes, including a new storefront and awnings, and the plans reflect Whataburger's latest brand design. Work will also include the addition of a second drive-through lane and some modification to the parking area. The western curb cut along Gregory Street is being closed per FDOT requirements and is being replaced with landscaping. Additionally, a sidewalk has been added to the southerly right-of-way to connect to the existing sidewalk next door. Although shown on the elevations, signage will be handled through an abbreviated review closer to permitting.

Mr. Pernell and Mr. Manganello presented to the board. Chairman Ritz was aware of the newer designed Whataburger restaurants and believed that the A-frame had its time. He appreciated the cleaner look. He thought it fit within the Gregory Street corridor and Gateway District. Board Member Grundhoefer thought it was an improvement as well and asked about landscaping. Landscaping was being added, especially along Gregory Street, adjacent to the parking lot and where the curb cut was being closed. The Gateway Redevelopment District does discourage bright colors, but the board understood that the color was a part of the restaurant's branding. Board Member Grundhoefer asked who will review the signs and staff answered that signage will be reviewed through an abbreviated review by Assistant Planning & Division Manager Harding and Chairman Ritz. Board Member Powell agreed that the proposed design was an improvement and fit better than the original design. Board Member Yee also liked the design and understood that the evolution of the restaurant's brand was driving the changes.

Vice Chairperson Larson made the motion to approve as presented, seconded by Board Member Powell, and it carried 5:0.

Request for Zoning and Future Land Use Map Amendment for 2907 E. Lee

Carmen Lemox, Michael Lewis, and Sharon Smith are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 2907 E. Lee Street. The property is currently zoned R-1AAA, Low-Density Residential Zoning District, and the existing Future Land Use designation is LDR, Low-Density Residential. The applicant is proposing to amend the zoning district to R-1AA, Medium-Density Residential Zoning District, and the Future Land Use to MDR, Medium-Density Residential. The property measures 125' wide and 140' deep and is 17,500 square feet in area. Under the current R-1AAA zone, it cannot be divided. If the rezoning application is successful, it is the applicants' desire to redevelop the property for residential uses. Under the proposed R-1AA zoning district, the parcel could accommodate three new lots for single-family residential use. A zoning analysis comparing R-1AAA and R-1AA standards, along with their highest possible uses for 2907 E. Lee Street, is included. Mr. Lewis presented to the board and specified that the property is an inheritance from his mother to him and his three siblings and that his mother's will specified that the property

was to be sold. They would like to rezone the property so that it can be divided. Chairman Ritz clarified that the subject property was eligible for a rezoning since it was contiguous to a R-1AA zone. The board always considered what could happen if a property was rezoned, so they try to consider the “worst-case scenario” development-wise and according to what the Land Development Code would allow. The heaviest use of the property would be three 41’ wide lots with single-family home each with an accessory dwelling unit. The question was whether lots of that size and the possible density would be appropriate there. Board Member Yee noted that some of the properties to the east and within R-1AAA were on very narrow lots and were most likely existing nonconforming. The smaller lots to the east alleviated his concerns since smaller lots already existed in the area and in both districts. Board Member Grundhoefer asked if the item was properly noticed and it was. Mr. Lewis spoke to a number of his neighbors and received no opposition. Staff clarified that the application was noticed in the PNJ, by sign, and by postcards to all neighbors within 500’. Planning Board’s recommendation would be sent to City Council’s September 11 meeting. The lots to the south of the subject property have been zoned R-1AA for a long time. Board Member Powell thought that this type of application addressed the city’s needs for additional housing and that a rezoning would be appropriate since it was adjacent to R-1AA and since there were smaller lots nearby in both R-1AA and R-1AAA. She liked what could be developed there and didn’t think the impact would be negative. Board Member Ritz agreed that this type of application does address the city’s housing needs, which is often discussed by the Affordable Housing Taskforce.

Board Member Powell made the motion to recommend approval, seconded by Board Member Larson, and it carried 5:0.

Open Forum – none

Discussion

A brief update regarding the Land Development Code rewrite was given. There will be an LDC public workshop on Monday, October 13 at 5:30pm and an LDC open house on Tuesday, October 14 at 8:00am.

Adjournment – With no further business, the Board adjourned at 2:53 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

Current Zoning

- Streets
 - Citylimits
 - Escambia County
 - Proposed Annexation
- ZONING**
- RETAIL COMMERCIAL (C-1)
 - SINGLE FAMILY
 - MULTIPLE FAMILY
 - ONE AND TWO FAMILY (R-1AA)

R-1AAA

E LEE ST

PICKENS AVE

E LLOYD ST

R-1AA

E LLOYD ST

0 0.01 0.03 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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PENSACOLA

FLORIDA'S FIRST & FUTURE

7/29/2025

N
S

Proposed Zoning

 Streets
 Citylimits
 Escambia County

Proposed Zoning

ZONING

-  RETAIL COMMERCIAL (C-1)
-  SINGLE FAMILY
-  MULTIPLE FAMILY
-  ONE AND TWO FAMILY (R-1AA)
-  Proposed Annexation

R-1AAA

R-1AA

R-1AA

0 0.01 0.03 Miles

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PENSACOLA

FLORIDA'S FIRST & FUTURE

7/31/2025

N
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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1279

Agenda Conference

9/22/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 13-25 - AMENDMENT TO THE LAND DEVELOPMENT CODE – CHAPTER 12-7. SUBDIVISIONS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 13-25 on second reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN "ADMINISTRATIVE AUTHORITY" AND AN "ADMINISTRATIVE OFFICIAL" IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is required by local, state or federal law, governance or regulation.

In June 2025, the Florida Legislature passed Senate Bill 784 which amends FS 177.071 to streamline the process for reviewing and approving subdivision plats for local governments. FS 177.071 now states that a subdivision plat or replat application must be administratively reviewed and approved without further action by local governing bodies. It also requires local governments to designate an authority to process these applications and establishes specific timelines for review and approval.

Pursuant to SB 784, City Staff has prepared an amendment to Section 12-7-3 Procedure for subdivision approval, Section 12-7-4 Design Standards, Section 12-7-6 Sites for public use, and Section 12-7-10 Final approval of the Land Development Code.

PRIOR ACTION:

September 11, 2025 - City Council voted to approve Proposed Ordinance No. 13-25 on first reading.

July 8, 2025 - Planning Board voted 5:0 to approve the Land Development Code Amendment.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/8/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 13-25
2. Proposed Ordinance No. 13-25 Business Impact Estimate
3. DRAFT Planning Board Minutes - 07.08.2025

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN "ADMINISTRATIVE AUTHORITY" AND AN "ADMINISTRATIVE OFFICIAL" IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 2025-164, Laws of Florida, Senate Bill No. 784, required local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed amendments to the Code of Ordinances, and the proposed amendments are in compliance with section 177.071, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pensacola that the following sections of the Code of Ordinances are amended as set forth below, as shown in ~~striketrough~~ and underline format in Section 1, Section 2, Section 3, and Section 4.

SECTION 1. AMENDMENTS TO SECTION 12-7-3, PROCEDURE FOR SUBDIVISION APPROVAL.

Section 12-7-3 of the Code of the City of Pensacola, Florida, Procedure for Subdivision Approval, is hereby amended to read as follows:

Sec. 12-7-3. Procedure for subdivision approval.

(a) *Procedure for subdivision requiring a plat.*

- (1) In accordance with the requirements of F.S. 177.071, the public works and engineering department is hereby designated as the "administrative authority" responsible for receiving, reviewing, and processing plat or replat submittals. Additionally, the city engineer is hereby designated as the "administrative

official” responsible for approving, approving with conditions, or denying the proposed plat or replat.

(2) Approval of preliminary plat by the planning board.

- a. Any person desiring to divide land into three or more lots shall first file with the ~~planning services~~public works and engineering department an application and a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-7-8 and F.S. § 472.027.
- b. Accompanying the application and preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities that serve or influence it. On such sketch map shall show, the main traffic arteries, shopping centers, schools, parks, and playgrounds within one quarter of a mile.
- c. Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.
- d. A master drainage plan at a scale not smaller than one inch equals 200 feet, shall be provided. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements, including, but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for in the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.
- ~~e. The preliminary plat shall be submitted to the planning services department at least 30 calendar days prior to the meeting at which it is to be considered.~~
- ~~f.~~ Prior to the examination of the preliminary plat, the ~~planning board~~public works and engineering department shall be furnished with reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, and fire department, ~~and the secretary to the planning board~~ to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.
- ~~g.~~ When, after examination, the ~~planning board~~public works and engineering department finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall

not constitute an approval of the final plat. If the preliminary plat is rejected, ~~the planning board~~public works and engineering department shall provide the applicant in writing a detailed list of reasons for rejection. The applicant shall resubmit revised documents to the ~~planning services~~public works and engineering department with a review fee to obtain approval according to the process in this chapter.

(23) Approval of final plat ~~by the planning board and city council.~~

- a. The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat that he or she proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (365 days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the applicant must resubmit to the ~~planning services~~public works and engineering department a new application, new application fee, and revised documentation to begin the process in this chapter.
- b. The final plat and release for construction plans shall be submitted to the ~~planning services~~public works and engineering department ~~at least 30 calendar days prior to the meeting of the planning board at which it is to be considered.~~ Before granting final approval of the plat, the ~~planning board~~public works and engineering department shall receive reports from the ~~secretary to the planning board,~~ the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority and the fire department.
- c. ~~After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.~~

(b) Procedure for division of land requiring a boundary survey.

- (1) A division of land into no more than two lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this Code or the comprehensive plan, may be reviewed and approved by the city engineer and ~~planning services~~public works and engineering department.

(2) Submission requirements.

- a. Any person desiring to divide land into no more than two lots shall first submit a metes and bounds description and a boundary survey (equal to that required by F.S. § 472.027, pertaining to the Standards of Practice for surveys) to the ~~planning services~~public works and engineering department. The boundary survey shall depict all information required by sections 12-7-8(1) through (11).

- b. If an access easement is required for the subdivision, this document shall be attached to the boundary survey.
- c. Prior to development of residential properties, the owner or owner's agent shall provide a proposed lot grading and erosion control plan. The plan shall be to scale and must demonstrate that the flow of stormwater surface drainage from the development is diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. The grading plan should clearly exhibit that the proposed development neither creates nor exacerbates flooding on any adjacent properties. Commercial properties shall fall under the subdivision language of the Land Development Code and comply with all stormwater drainage requirements set forth therein.
- d. The ~~planning services~~public works and engineering department shall notify the applicant of the approval or disapproval of the metes and bounds description or the boundary survey within ten working days from submission.
- e. If the metes and bounds description or the boundary survey is rejected, the ~~planning services~~public works and engineering department shall provide the applicant, in writing, a detailed list of the reasons for the rejection.
- f. The applicant shall resubmit revised documents to the ~~planning services~~public works and engineering department with a review fee and begin the process set forth at section 12-7-3(b) of this chapter.

(34) Final approval.

- a. After the survey has been approved by city staff one copy of the survey shall be filed with the ~~planning services~~public works and engineering department. In addition, one copy each of any applicable recorded access easements shall be filed with the ~~planning services~~public works and engineering department.
- b. No building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been filed in accordance with section 12-7-3(b)(3)a.

SECTION 2. AMENDMENTS TO SECTION 12-7-4, DESIGN STANDARDS.

Section 12-7-4 of the Code of the City of Pensacola, Florida, Design Standards, is hereby amended to read as follows:

Sec. 12-7-4. Design standards.

Land that the ~~planning board~~public works and engineering department has found to be unsuitable for subdivision due to flooding, bad drainage, or other features likely to be harmful to the health, safety and general welfare of future residents, shall not be subdivided, unless adequate methods of correction are formulated by the developer and

approved by the city engineer. Appendix A, at the end of this chapter, illustrates selected design standards described herein.

(1) *Streets.*

- a. Wherever a tract or parcel to be subdivided embraces any part of a street designated in the comprehensive plan, such part shall be platted in the location and width indicated on such plan.
- b. The arrangement, character, extent, width, grade, and location of all streets shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, in their appropriate relation to the proposed uses of the land to be served by such streets and the most advantageous development of the surrounding neighborhood.
- c. Where such is not shown in the comprehensive plan, the arrangement of streets in a subdivision shall either:
 1. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or
 2. Conform to a plan for the neighborhood approved or adopted by the planning boardpublic works and engineering department.
- d. Minor streets shall be so laid out that their use by through traffic will be discouraged.
- e. Where a subdivision abuts or contains an existing or proposed arterial street, the planning boardpublic works and engineering department may require marginal access streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. Residential and nonresidential subdivisions located along arterial streets shall be encouraged to provide consolidated access points for all uses within the subdivision.
- f. Where a subdivision borders on or contains a railroad right-of-way or limited access highway (super highway) right-of-way, the planning boardpublic works and engineering department may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades of future grade separations.
- g. Reserve strips (nonaccess easements) controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the planning servicespublic works and engineering department.
- h. Street jogs with centerline off-sets of less than 125 feet shall be avoided.

- i. A tangent at least 100 feet long shall be introduced between reverse curves on arterial and collector streets.
- j. Streets shall be laid out so as to intersect as nearly as possible at right angles, and no streets shall intersect any other street at less than 60 degrees.
- k. Property lines at street intersections shall be rounded with a radius of 25 feet, or of greater radius where the ~~planning board~~public works and engineering department may deem it necessary.
- l. Street right-of-way widths shall be shown on the comprehensive plan and where not shown therein shall be not less than as follows:

Street Type	Right-of-Way in Feet
Arterial	100
Collector	80
Minor	60 (50' w/two five-foot easements sidewalks are provided within R/W by the developer)
Marginal Access	40
Alley (private) in commercial or industrial areas	24
Alley (private) in residential areas	20

- m. Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, and where the ~~planning board~~public works and engineering department finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Whenever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.
- n. Dead-end streets are prohibited except those designed to be so permanently. Permanent dead-end streets shall be not longer than 500 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least 80 feet and a street property line diameter of at least 100 feet. At the intersection of the turnaround and the straight portion of the right-of-way there shall be a 25-foot radius as a transition.
- o. Street names. A proposed new street, which is in alignment with a continuation of an existing street, with or a continuation of an existing street, shall have the same name as the existing street. In no case (including numbered or lettered streets) shall new streets have names or numbers that duplicate or that are phonetically similar to existing streets' names, regardless of the prefix or suffix used as "Avenue," "Boulevard," "Court," "Crescent," "Drive," "Place," "Street," and "Terrace." All street names shall be subject to approval of the ~~planning board~~public works and engineering department.

Note: In this respect, it is suggested that the developer check over his or her proposed street names with the postal authorities, before submitting his or her plat to the ~~planning board~~public works and engineering department for approval.

- p. Grades and transition of grades must be approved by the city engineer and in no case shall be less than two-tenths percent.
- q. Private streets. Private streets may be approved provided they are constructed according to the street design standards specified in sections 12-7-4 and 12-7-5 except that required private ingress and egress easements, private rights-of-way or private common area widths and pavement widths may be less than required for public rights-of-way and street widths. In the event that a private street is approved, the following statement shall be shown on the preliminary and final plats: "All roads and rights-of-way shown on this plat are private and are not subject to maintenance by the City of Pensacola." Maintenance of private streets shall be as provided in section 12-3-61.

(2) *Drainage easements.*

- a. Easements along lot lines shall be provided for drainage where necessary and shall be at least 12 feet wide.
- b. Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourse, and such further width, as will be adequate for the purpose. Parallel streets or parkways may be required in connection therewith.

(3) *Blocks.*

- a. The length, width and shape of blocks shall be determined with due regard to:
 - 1. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - 2. Zoning requirements.
 - 3. Needs for convenient access, circulation, control, and safety of street traffic.
 - 4. Limitations and opportunities of topography.
- b. Block length shall not exceed 1,400 feet or be less than 400 feet. Where blocks are 700 feet or more in length, the ~~planning board~~public works and engineering department may require a 20-foot pedestrian easement through the block. Long blocks should be oriented for drainage and toward such focal points as a shopping center or a school.
- c. Block width should be at least wide enough to allow two tiers of lots and should be a minimum width of 240 feet, except when reverse frontage is used.

(4) *Lots; building site area and yard restrictions.*

- a. Minimum building site area and yard restrictions shall be governed by the requirements of chapter 12-3. Every lot or parcel of land shall abut a public street, or private street where permitted by this chapter.
- b. Insofar as practical, side lot lines shall be at right angles to straight right-of-way lines or radial to curved right-of-way lines.
- c. The lot size, width, depth, shape and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development of use contemplated.
- d. Double frontage and reverse frontage lots shall be avoided except where desirable to provide separation of residential developments from traffic arteries or to overcome specific disadvantages of topography and orientation. A nonaccess easement with a planting screen or solid fence shall be provided along the line of lots abutting such a traffic artery.

SECTION 3. AMENDMENTS TO SECTION 12-7-6, SITES FOR PUBLIC USE.

Section 12-7-6 of the Code of the City of Pensacola, Florida, Sites for Public Use, is hereby amended to read as follows:

Sec. 12-7-6. Sites for public use.

- (a) *School sites.* The ~~planning board~~public works and engineering department may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.
- (b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:
 - (1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.
 - (2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by

the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.

- (c) *Public streets.* All streets delineated on all plats submitted to the ~~city council~~public works and engineering department shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

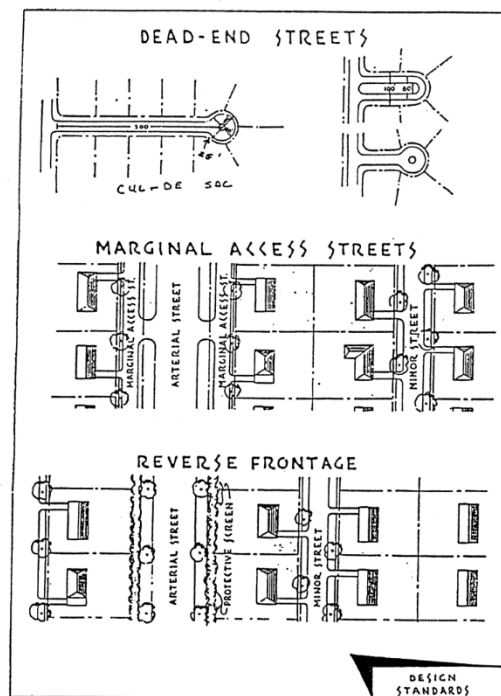
SECTION 4. AMENDMENTS TO SECTION 12-7-10, FINAL APPROVAL.

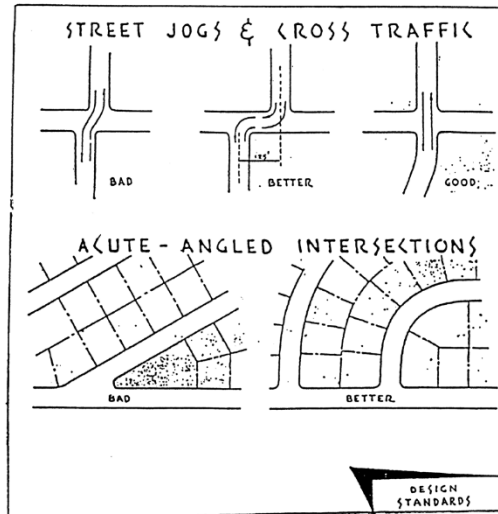
Section 12-7-10 of the Code of the City of Pensacola, Florida, Final Approval, is hereby amended to read as follows:

Sec. 12-7-10. Final approval.

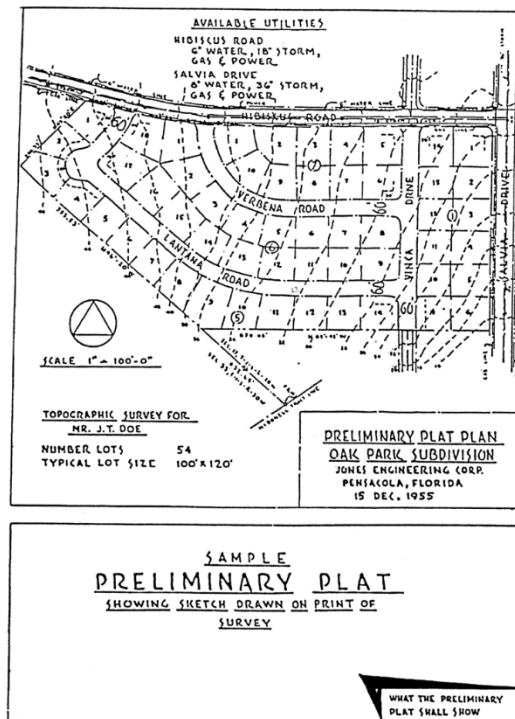
- (a) Approval of the final plat by the ~~city council~~engineer shall be granted upon the finding that the developers have complied with applicable laws and provisions of this Code. A true copy of the plat as approved shall be recorded by the applicant in the public records of the county within ~~180~~365 days of ~~city council~~engineer approval.
- (b) If the approved plat is not recorded in the public records of the county within ~~180~~365 days of ~~city council~~engineer approval, upon filing the recorded plat with ~~planning services~~the public works and engineering department, the applicant is subject to be charged a late fee.
- (c) No building permits may be issued until the recorded final plat has been filed with the ~~planning services~~public works and engineering department.
- (d) All subdivision improvements shall be completed by the developers and accepted by the city engineer prior to the issuance of any building permits; provided, however, that in lieu of the immediate installation of the required improvements, the subdividers shall either file with the city, a performance bond or surety bond or deposit with the city in escrow cash or a certified check in an amount to be determined by the mayor with sureties satisfactory to the city guaranteeing the installation of the required improvements.
- (e) All subdivision improvements shown on the plat shall be completed within one year from the date the ~~city council~~engineer grants approval of the final plat, regardless of when said plat is recorded, and subject to the charging of a late fee. For good cause shown, the ~~city council~~engineer may grant a reasonable extension of this one-year time period.
- (f) No certificate of occupancy for a building shall be issued until all subdivision improvements meet a satisfactory engineering as-built inspection and are approved by the city engineer.

APPENDIX A. DESIGN STANDARDS





APPENDIX B. SAMPLE PRELIMINARY PLAT



SECTION 5. SEVERABILITY.

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 6. CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE.

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



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. 13-25. AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING TITLE XII - LAND DEVELOPMENT CODE; AMENDING CHAPTER 12-7, SUBDIVISIONS; TO PROVIDE FOR THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS AND TO DESIGNATE AN "ADMINISTRATIVE AUTHORITY" AND AN "ADMINISTRATIVE OFFICIAL" IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):



MINUTES OF THE PLANNING BOARD

July 8, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson,
Board Member Van Hoose,
Board Member Powell, Board Member Grundhoefer

MEMBERS ABSENT: Board Member Villegas

STAFF PRESENT: Planning & Zoning Manager Cannon
Assistant Planning & Zoning Manager Harding, Help Desk
Technician Russo, Development Services Director Morris,
Assistant City Attorney Goldsmith, Building Inspections
Director Bilby, City Engineer Hinote, City Surveyor Odom

STAFF VIRTUAL: Development Services Coordinator Statler

OTHERS PRESENT: None

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 10, 2025
- **New Business:**
 - Proposed Amendment to the Land Development Code – Chapter 12-9. Floodplain Management
 - Proposed Amendment to the Land Development Code – Chapter 12-7. Subdivisions
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Grundhoefer made a motion to approve the June 10, 2025, minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

Proposed Amendment to the Land Development Code – Chapter 12-9. Floodplain Management

Assistant Planning & Zoning Manager Harding introduced the item. City Staff have prepared an amendment to Chapter 12-9 of the Land Development Code to update the City's floodplain management ordinance to meet the current Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) standards. All communities that participate in the National Flood Insurance Program (NFIP) are required to update their ordinance language to maintain their class rating in Community Rating System (CRS). In addition, FEMA requires that the new Flood Insurance Rate Maps (FIRM) be adopted before August 19, 2025. Failure to adopt the maps would result in suspension from the NFIP and the CRS. The proposed mandatory language does not provide any increase in the standards but will maintain the current levels of protection that are currently adopted. The amended sections include 12-9-2 Applicability, 12-9-3 Duties and powers of the floodplain administrator, 12-9-7 Variances and appeals, 12-9-10 Definitions generally, 12-9-11 Buildings, and 12-9-14 Manufactured homes. Building Inspections Director Bilby addressed the board and made a brief statement. The changes being made are required by FEMA and FDEM.

The FEMA required changes are necessary to maintain our Class 7 Rating in the Community Rating System Program and Pensacola's good standing in the NFIP. The Community Rating System is a program where the community is rated for adopting and enforcing higher than minimum standards for floodplain protection. Our Class 7 rating provides a 15% reduction of flood insurance premiums for NFIP policyholders whose properties are located in the Special Flood Hazard Area. Adoption of the new Flood Insurance Rate Maps are also a part of this ordinance and are mandatory to continue participating in the NFIP. The maps have been reviewed and published, and all public appeals have been addressed by FEMA. Failure to adopt the maps by August 19, 2025, would result in suspension or removal from the NFIP and flood insurance would not be available for citizens under the program. The changes from FDEM are to provide consistency with the ordinance language and the provisions in the 8th edition of the Florida Building Code. The 8th edition of the FBC went into effect December 31, 2023, and the City has been enforcing the 8th edition flood provisions since the date of adoption. The incorporation of the FDEM language aligns our ordinance with the Florida Building Code and does not mandate any higher standards than are already being enforced. Building Inspections Director Bilby asked for the board's approval of these ordinances and asked for their recommendation to move the item to City Council for approval. Board members were invited to ask questions. They discussed the section regarding manufactured homes. If there were mobile home parks in the city limits, they would have to meet the base flood elevation. Further discussion was had about section 12-9-11, design flood elevation, the city's freeboard, which is the base flood elevation plus three feet. The flood ordinance applies to new construction and existing structures. They are adopting new maps with a higher elevation. For existing homes, if substantially improving the home, which is over fifty percent of the market value, you would have to elevate the home, or if commercial, you could flood proof the building. Board Member Van Hoose wanted to know if the public has been made aware. There were several public workshops, appeals were made, and the public was invited to all the workshops. FEMA did address all the concerns brought up by the public in the workshops. Building Inspections Director Bilby agreed with Board Member Van Hoose that the public were made aware of these changes and these changes

were for the benefit of the public. The preliminary maps have been available since 2017, also available on the city's website, and copies available in the Building Inspections department. Some properties have been mapped out of the floodplain since the land is at a higher elevation. The city's goal protects those structures and makes sure there's no significant loss to life or property. Also, houses built in the last fifteen to twenty years, since the freeboard went into effect, will still be above the map standards. They then discussed coastal "A" zones and how they are treated, some are treated as "V" zones. This item will go before the city council at the July 17th meeting.

Vice Chairperson Larson made the motion to approve, seconded by Board Member Powell, and it carried 5:0.

Proposed Amendment to the Land Development Code – Chapter 12-7.

Subdivisions

In June 2025, the Florida Legislature passed Senate Bill 784 which amends FS 177.071 to streamline the process for reviewing and approving subdivision plats for local governments. FS 177.071 now states that a subdivision plat or replat application must be administratively reviewed and approved without further action by local governing bodies. It also requires local governments to designate an authority to process these applications and establishes specific timelines for review and approval. Pursuant to SB 784, City Staff has prepared an amendment to Section 12-7-3 Procedure for subdivision approval, Section 12-7-4 Design Standards, Section 12-7-6 Sites for public use, and Section 12-7-10 Final approval of the Land Development Code.

Chairman Ritz asked staff to clarify if the amended legislation mandated subdivision plats to no longer be reviewed Planning Board or City Council and that the entire process would be handled administratively. Staff responded that was correct. Board Member Powell understood that the change is being driven by statutory requirements, but she was disappointed that this type of application would take out the public participation aspect and what kind of checks and balances would be in place. Staff responded that the internal review process would not change, and that even under the previous process preliminary and final plat applications were reviewed rigorously by development-related departments before making their way to Planning Board's review. The review includes comments from external service providers to ensure that all plat applications meet statutory and Land Development Code requirements. That aspect is not being changed, the only change per the statute is that the subdivision plats will be administratively approved and they will no longer be reviewed by Planning Board or City Council. Board Member Powell understood and that certainly covered code requirements, but she was very concerned that Planning Board and the public would no longer be able to provide input. Oftentimes, board and public input provides beneficial suggestions developers sometimes implement, although they may not be required by the codes. Board Member Grundhoefer also voiced his concerns regarding the public process being subverted. Board Member VanHoose asked if there would be an alternative method or process for the public to voice their concerns. Staff answered that there would be no new public notification processes; however, the city has a representative that attends the Council of Neighborhood Association Presidents of Pensacola meetings who is apprised of new developments and who reports on any projects that the neighborhood might be interested in. The City Councilor for the district also receives notification from staff and will continue to do so. Board Member Larson stated that he was under the impression that the legislative intent was to speed up the process of

subdivisions, not to remove public participation. Planning Board's concern is that the public may not be happy with subdivision plans and what would happen to public input when it's an administrative task. Staff answered that the subdivision process is overall a technical review and under the previous process would proceed to City Council as a quasi-judicial review - if a developer meets the statutory requirements to subdivide a property, then it is required to be approved.

City Surveyor Odom offered an interpretation whereby the preliminary plat might still be able to be reviewed by governing bodies, but the final plat could be administratively approved since the senate bill didn't specifically mention the preliminary plat. City Surveyor Odom stated that the legislative requirements provide for minimum requirements, and City Council could provide additional requirements so long as the statute is being met.

Chairman Ritz asked if the preliminary plat and final plat were defined somewhere and Mr. Odom answered that the final plat is defined by statute and the preliminary plat process is defined by the Land Development Code. Board Member Grundhoefer commented that he would like to see the preliminary plat process stay in place so that the public could come and give their opinion, and that the final platting process would be administrative. Board Member VanHoose asked if the preliminary plat process could just be a discussion item rather than an approval. Staff answered that the process outlined in the LDC amendment was drafted to comply with the Senate Bill 784. Chairman Ritz read from the senate bill, "A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required"; and pointed out that the bill does not distinguish between preliminary and final. His understanding was that it applied any plat document. City Surveyor Odom offered that the statutes only provide minimum requirements, but that City Council could provide additional requirements so long the statutes are met.

Chairperson Ritz asked for Assistant City Attorney Goldsmith's opinion. Assistant City Attorney Goldsmith stated that the city needed to proceed with the way the amendment is drafted. She did not believe there was an intent from the legislature to differentiate between a preliminary plat and final plat on what needs to be administratively approved. Chairperson Ritz agreed, that was his take as well. Board Member Powell understood the statute's intent but still wished to keep citizens and the Planning Board involved as they had been previously. The overall issue was the opportunity for input. Staff replied that there were current policies regarding subdivision applications that would not change. These included having all subdivision applications go through the city's One-Stop Development Review, and notification of the application to city administration and to the city council member whose district the subdivision is in.

Chairman Ritz stated that often times with state mandated amendments, the board is not always happy with required changes. This may be an example of that type of required change. Much of the lobbying for these changes occur at the state and federal level, rather than the local level.

Board Member Powell reiterated she was concerned that the public is being removed from the subdivision process and would still like the board to provide comments. The board understands that the process is a technical review, but board members sometime offer recommendations that the developers may consider. Chairman Ritz worried about the legal ramifications of requiring applicants to come to Planning Board if the amended statute is specifically removing the review of governing bodies. Board Member Larson clarified that the LDC amendment will go to City Council next and that Planning Board is here to offer a recommendation. He suggested that City Council needs to know why the board is

discussing this topic. The board wants citizen input. They want citizens engaged in the community. The board knows that legal has already said that this is the way it's going to be. Board Member Larson suggested that City Council be asked to task someone with keeping public input in the process.

Assistant City Attorney Goldsmith offered that as a baseline, the city must comply with the legislation. But if the city wants to do more than that, they can. She thought that the subdivision process needed to be administrative to comply with the state's requirements. We could not make it half administrative and half not. We cannot do less than what the state is requiring and in her legal opinion, the state is requiring that the city make the entire subdivision process administrative.

Board Member VanHoose stated that the legislation felt as if it is attempting to cut out public participation. Is there a way to comply with the state's requirements and to still allow public input?

Chairman Ritz suggested that the board provide some ideas. Could that be some type legal notification once a subdivision application is submitted? Staff replied that the current process does not require public notification, except for a media notice, prior to a Planning Board meeting.

The senate bill was approved in June and went into effect July 1st. Board Member Grundhoefer asked if other communities had creative ideas on how to include public input. Staff answered that the consultants for the LDC Phase 2 project were contacted on this and were asked to keep staff updated on what other communities are doing. Staff will continue to compare anything they provide.

Board Member Van Hoose asked what would happen if the board all voted to not approve the amendment. Staff answered that the board's recommendation would continue to City Council for their review. City Council may accept, reject, or accept with modifications.

Chairman Ritz suggested that City Council be asked to find ways to maintain public engagement at a preliminary plat level. The Board agreed that was the primary concern, not to go against legislation.

Board Member Grundhoefer asked City Engineer Hinote what the timeline for subdivision plat reviews so as to not to delay an administrative process. City Engineer Hinote answered that the average time for review is around 10-14 business days. He certainly understood the ramifications of the legislation and understood the board's concern and would welcome ideas for public engagement. The board and public are encouraged to be active in the current LDC rewrite where the public's voice can actively be heard in development processes. Assistant City Attorney stated that the public maintains the right to appeal decisions of the board or staff.

Board Member Powell made a motion to approve the proposed amendments and for City Council to investigate ways to include public input at the preliminary plat stage.

Board Member Larson seconded the motion. The board discussed several examples in which public input might be included such as bringing the plat to Planning Board for discussion prior to Engineering's review. **Board Member Powell accepted the suggested example as an amendment to her motion – for example, to have a preliminary plat come to Planning Board allowing citizens public input; the outcome of the discussion would be provided to the City Engineer for their use in the review.**

It could be a non-voting item at Planning Board and that the applicants would not be required to be in attendance. Assistant Planning & Zoning Manager Harding suggested that a sign could be placed on the property whenever a subdivision plat application is received, similar to notification requirements in the tree ordinance whenever a heritage is

removed. **Board Member Powell amended the motion a second time to include the suggestion that a sign could be placed at the subdivision site at the time of the preliminary plat application and for a specified time.**

Staff clarified that public notifications include notifying the city council whose district the subdivision application is in, notifying the neighborhood association if one is present, and potentially a sign may be required at the expense of the developer. These are three ways that public notification can be provided and can easily be captured in an internal policy.

In summary - **Board Member Powell made a motion to approve the proposed LDC amendments and for City Council to investigate ways to include public input at the preliminary plat stage.** Such examples for consideration and discussed by the board at the preliminary plat stage might include a discussion at Planning Board, on-site signage, and the continuance of providing notification to the city council representative and the neighborhood association. **The motion carried 5-0.**

Open Forum – none

Discussion

A brief update regarding the Land Development Code rewrite was given.

Adjournment – With no further business, the Board adjourned at 3:30 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1282

Agenda Conference

9/22/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 15-25 - AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA - CHAPTER 3-3 PURCHASING

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 15-25 on second reading:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Currently, formal Procurements and Council approvals are required for any public works or improvement project. Anything not considered an improvement project is considered a service or commodity. The current purchasing ordinance gives the Mayor the ability to contract for services or commodities without further action from the Council if it has been adopted in the budget. The revised ordinance will refine this by creating a specific definition for a "service" as follows:

Services means those services within the scope of the practice of architecture; professional engineering; landscape architecture; registered surveying and mapping; legal work including but not limited to attorney, paralegal, expert witness, appraisal or mediator services; professional consulting including technical consulting; services provided by academic organizations; individual lectures; health and medical services; employee assistance and

training services; marketing and marketing research consulting and advisory consulting.

Services shall also include those information technology-related services that include but are not limited to network security, server maintenance and enhancement, software maintenance and upgrades, communication, data and internet services, computer software licenses, payment processing services and computer system subscription services

Projects or contracts that have been budgeted and fall within this definition or the definition of a commodity may be contracted by the Mayor without further action by the Council in keeping with all federal and state laws. Projects falling outside the definition of a service or commodity will be considered a public works or improvement project. The Ordinance will be further revised to increase the Mayor's authority to contract for public works and improvement projects from \$25,000 to \$50,000 and from \$100,000 to \$125,000 if contracting with a tier-one city certified small business enterprise (SBE).

Other changes include:

Including "artistic works" in the definition of a commodity

Clarifying that budgets are adopted at the fund level, subject to approved policies

Clarifying that bids should be awarded to the lowest AND most responsive and responsible bidder.

Expanding the allowance for the purchase of pre-bid contracts to industry norms which is to include purchasing from federal and state contracts as well as cooperative contracts.

Including the Mayor in those prohibited from talking with vendors responding to a solicitation during the black-out period.

Provides an express requirement to follow all applicable federal and state laws.

PRIOR ACTION:

August 13, 1981 - Ordinance No. 33-81 - That contracts for services of any nature are not required to go through the bidding process at the discretion of the City Council. The City Manager is hereby authorized to enter into any contract for services that does not amount to an expenditure exceeding \$2,500 in any twelve-month period, provided that the funding thereof has been approved by the City Council in the annual budget.

November 19, 1987 - Ordinance No. 48-87 - Providing for the purchase of commodities from vendors under state purchasing contracts or from vendors at the federal contract prices or from purchasing specialized items from sole source vendors without competitive bids.

October 18, 1990 - Ordinance No. 53-90 - Providing for the awarding of contracts for the purchase of commodities and services by invitation to bid, request for proposals, or other method deemed appropriate by the City Council and other matters related thereto.

August 8, 1996 - Ordinance No. 34-96 - Modifying the limits of the city manager's purchasing authority to \$10,000.

September 11, 1997 - Ordinance No. 31-97 - Modifying the limits of the city manager's purchasing authority to be able to purchase commodities and/or services under the provisions of state purchasing contracts from vendors at federal contract prices and from any vendor so long as purchases are at or below listed state/federal contract prices or other municipal

governments or agencies providing the vendor extends the same terms and conditions of the contract to the City or from purchasing specialized items from sole source vendors without competitive bids.

January - 12, 2006 - Ordinance No. 02-06 - City Manager has the authority to award all contracts for the purchase of commodities and services with a value not in excess of \$25,000 without competitive bids.

April 9, 2009 - Ordinance No. 09-09 - The city manager has the authority to award all contracts for the purchase of commodities and services with a value not in excess of \$25,000 or \$50,000 if contracting with a city certified small business enterprise (SBE) without competitive bids.

May 13, 2010 - Ordinance No. 12-10 - Provides a period of time prohibiting contact with Council members by bidders during a the time a project is advertised up until the time that the project has been awarded by City Council.

April 8, 2010 - Ordinance No. 09-10 - Modifying the limits of the City Manager's purchasing authority to increase the spending authority from \$50,000 to \$100,000 to allow the City to direct more opportunities for doing business with the City to businesses that are certified SBEs. If not a SBE, then spending authority is still limited to \$25,000.

September 9, 2010 - Ordinance No. 16-10 - Amending the Code of the City of Pensacola to conform the Code to the provisions of the 2010 City Charter - Replaced all references to City Manager with references to Mayor, etc.

April 24, 2014 - Ordinance No. 18-14 - Amending the definition of "specifically adopted" with regards to the annual budget – Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejections of bids; approval of Council and Mayor; emergency purchases

May 8, 2014 - Ordinance No.19-14 - Requiring Council approval of contracts exceeding a term of three years.

September 11, 2025 - City Council voted to approve Proposed Ordinance No. 15-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/22/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Dedria Lunderman, Purchasing Manager

ATTACHMENTS:

1. Proposed Ordinance No. 15-25
2. Business Impact Estimate Proposed Ordinance No. 15-25

PRESENTATION: No

PROPOSED
ORDINANCE NO.

ORDINANCE NO. 15-25

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF CITY COUNCIL AND MAYOR; EMERGENCY PURCHASES; ADDING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENT

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

SECTION 1. Section 3-3-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-3-1. Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejection of bids; approval of city council and mayor; emergency purchases.

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

Commodity means any of the various supplies, materials, equipment, goods, artistic works, merchandise and all other personal property purchased, leased or otherwise contracted for by the city.

Invitation to bid means a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is normally used when the city is capable of specifically defining the scope of work for which a contractual service is required or when the city is capable of establishing precise specifications defining the actual commodity or group of commodities required.

Request for proposals means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is normally used when it would be difficult for the city to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the city is requesting that a qualified vendor propose a commodity, group of commodities or contractual service to meet the needs of the city. A request for proposals should include, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposed instructions, and evaluation criteria. Requests for proposals should state the relative importance of price and any other evaluation criteria.

Public Works and Improvements refers to infrastructure projects undertaken to serve the community. These projects typically include the construction, maintenance, repair, demolition, upgrade or enhancement of any real property or tangible asset under the responsible care or oversight of the city. This includes the upgrading, expansion or rehabilitation of the same

Services means useful labor within the scope of the practice of architecture; professional engineering; landscape architecture; registered surveying and mapping; law, including but not limited to, attorney, paralegal, expert witness, appraisal or mediator services; professional consulting, including technical consulting; academia and education; public speaking and lecturing; health and medical care; brokerage and third party administration; employee assistance and training; marketing and marketing research consulting; and advisory consulting. Services shall also include information technology related labors that include, but are not limited to, network security; server maintenance and enhancement; software maintenance and upgrades; communication, data and internet; computer software licenses; payment processing services; and computer system subscription services.

- (b) Purchases of commodities and services. The purchase of commodities and services ~~that have been specifically adopted in the annual budget within a program of a department, division, office or similar or appropriated by council~~ may be contracted for or purchased by the mayor without further action of city council, so long as funds sufficient for such commodities and services have been specifically adopted in the annual budget or otherwise appropriated by city council. Subject to the authority granted in subsections (c) and (d) of this section, ~~regarding tier one city certified small business enterprises, the purchase of or contracting for commodities or services in an amount of \$25,000.00, that has not been specifically adopted in the annual budget or appropriated by council, must be approved by council prior to purchase or contract.~~ All annual budgets are adopted at the fund level and are subject to all approved financial policies and any state laws. All contracts for commodities or services that exceed a term of three years shall be approved by the city council.

- (c) Public works and improvements. Unless otherwise provided for in state statute, A any public work or improvement may be executed either by contract, or by direct labor, as may be determined by the council mayor; if the cost does not exceed \$25,000.00 \$50,000.00, or does not exceed \$100,000.00 \$125,000.00 if contracting with a tier one city certified small business enterprise (SBE), the mayor may make the determination and has the authority to award and sign the related contract(s). Before authorizing the direct execution of any work or improvement costing more than \$25,000.00, or \$100,000.00 if contracting with a tier one city certified small business enterprise (SBE), detailed plans and estimates shall be submitted to the council by the mayor unless the council does not require the same. Contracts for public works or improvements in excess of \$25,000.00, \$50,000.00, or \$100,000.00 \$125,000.00 if contracting with a tier one city certified small business enterprise (SBE), shall be signed by the mayor after approval thereof by the city council. The mayor or his designee shall have the ability to choose the most efficient and effective method of publicly soliciting bids or proposals. When the invitation to bid procedure is utilized, Ccontracts for all such works or improvements at an estimated cost in excess of \$25,000.00 \$50,000.00, or \$100,000.00 \$125,000.00 if contracting with a tier one city certified small business enterprise (SBE), or more shall be awarded to the lowest and best most responsive and responsible bidder after such public advertisement and open, transparent and fair competition as may be prescribed by ordinance, and there shall be a separate accounting for each work or improvement so executed. The mayor shall have the authority to reject all bids or proposals and advertise again. Contract advertisements shall contain a reservation of the foregoing right. The most responsive and responsible bidder shall mean an entity or individual that has submitted a response that conforms in all material respects to the issued solicitation and scope of work and in the City's sole discretion has the capability in all respects to fully perform the contract requirements with integrity and reliability.
- (d) ~~The mayor has the authority to award all contracts for the purchase of commodities and services with a value not in excess of \$25,000.00, or \$100,000.00 if contracting with a tier one city certified small business enterprise (SBE) without competitive bids. Whenever the purchase of commodities or services with an estimated cost in excess of \$25,000.00, or \$100,000.00 if contracting with a tier one city certified small business enterprise (SBE) is contemplated by the city, the council shall reserve the option to utilize the invitation to bid procedure, request for proposals, informal quotes or to authorize the mayor to negotiate, depending upon which alternative is deemed by the council to be in the best interest of the city.~~
- (ed) The mayor shall have the authority to make emergency purchases for commodities and/or services without competitive bids under circumstances where the delay incident to giving opportunity for competitive bidding would

be detrimental to the interest of the city; all such purchases shall be reported to the city council at its next regularly scheduled meeting.

- (~~f~~e) Nothing contained herein shall be construed to prevent the city from purchasing commodities and/or services under the provisions of federal or state purchasing contracts pursuant to F.S. § 287.042(2) or authorized purchasing cooperatives such as the Florida Sheriff's Association Cooperative Agreements, as the same may be amended from time to time, from vendors at federal contract prices, and from any vendor so long as purchases are at or below listed state/federal contract price; from contracts of other municipal governments or other governmental agencies or political subdivisions providing the vendor extends the same terms and conditions of the contract to the city; or from purchasing specialized items from sole source vendors without competitive bids.
- (g) ~~The mayor is hereby authorized to enter into any contract for services or make purchases of commodities that do not exceed \$25,000.00, or \$100,000.00 if contracting with a tier one city certified small business enterprise (SBE), in any 12-month period. The 12-month period limitation applies to the purchase of commodities or services from a single vendor for the same project.~~
- (~~h~~f) All purchases are subject to availability of funds in the city's budget.

SECTION 2. Section 3-3-13 of the Code of the City of Pensacola, Florida is created to read as follows:

Sec. 3-3-13. Use of federal funds in procurements. When procuring real property, goods or services under a federal award, the City shall comply with all aspects of applicable federal and state law, including but not limited to, all aspects of 2 CFR 200.318 through 2 CFR 200.327.

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 upon expiration of 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



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 15-25: AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF CITY COUNCIL AND MAYOR; EMERGENCY PURCHASES; ADDING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENT; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed Ordinance serves the public good by helping to streamline the public procurement process at the City. This proposed Ordinance provides specific definitions for terms used in the existing law. It also increases the Mayor's authority to procure public works projects from \$25,000 to \$50,000.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None

3. Estimate of direct compliance costs that businesses may reasonably incur:

None

4. Any new charge or fee imposed by the proposed ordinance:

No.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There is a total of 9,744 vendors who have done business with the City since September of 2022.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above.) For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):