



City of Pensacola

City Council

Agenda Conference

Agenda

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

October 20, 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

1. 25-1272 PRESENTATION -- PENSACOLA & PERDIDO BAYS ESTUARY PROGRAM

Recommendation: That City Council receive a presentation from, Whitney Scheffel, Senior Scientist with the Pensacola & Perdido Bays Estuary Program, regarding the State of the Bays report.

Sponsors: Jared Moore, Council President

Attachments: None

REVIEW OF CONSENT AGENDA ITEMS

2. 25-1325 APPROVAL OF LEASE AGREEMENT WITH PARENTS AGAINST INJUSTICE AND NEGLIGENCE, (P.A.I.N.) INC. FOR A PORTION OF CORINNE JONES PARK

Recommendation: That City Council approve the lease agreement between the City of Pensacola and Parents Against Injustice and Negligence, (P.A.I.N.) Inc., for a portion of property at Corinne Jones Park. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease 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: Garden of Peace and Hope Land Lease and Operator Agreement
24-825 Approval of adding monument memorial wall at the garden of peace and hope 10-21-24
Garden of Peace and Hope 3.4.25 corrected - sealed

3. 25-1316 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT — COUNCIL ON AGING OF WEST FLORIDA, INC.

Recommendation: That City Council approve an Agreement for Services between the City of Pensacola and the Council on Aging of West Florida, Inc. for \$70,000 under the Community Development Block Grant (CDBG) Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program 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: *FY 2025-26 Council on Aging Agreement DRAFT*

4. 25-1337 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to The Watson Family Foundation from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council Vice President

Attachments: *None*

5. 25-1340 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$1,000 to the African American Heritage Society and \$1,500 to the Black Naval Aviators Association from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

6. 25-1358 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY — SIX PARCELS AT TWO LOCATIONS ON BAPTIST LEGACY CAMPUS

Recommendation: That City Council declare as surplus the real property located on the periphery of the Baptist Legacy Campus as denoted below and authorize the Mayor to dispose of the parcels via open bid with the engagement of a real estate firm for listing the parcels and/or via direct negotiation, in keeping with Council policy for disposition of real property. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the transactions consistent with the Mayor's Executive Powers as granted by the City Charter. The six parcels for surplus are (with address and Parcel ID Nos.):
801 West Avery Street | 00-0S-00-9050-008-040
1720 North E Street | 00-0S-00-9050-009-040
800 Block West Avery Street | 00-0S-00-9050-010-040

1901 North E Street | 18-2S-30-6000-011-013
1900 Block North F Street | 18-2S-30-6000-020-013
908 West Lakeview Street | 18-2S-30-6000-014-013

Sponsors: DC Reeves, Mayor

Attachments: *Baptist Legacy Campus Parcels - GIS*
Property Appraiser Info - 801 W AVERY ST
Property Appraiser Info - 1720 N E ST
Property Appraiser Info - 800 BLK W AVERY ST
Property Appraiser Info - 1901 N E ST
Property Appraiser Info - 1900 BLK N F ST
Property Appraiser Info - 908 W LAKEVIEW ST

7. 25-1357 RESOLUTION NO. 2025-74 - CREATING SECTION 4.37 OF THE POLICIES OF THE CITY COUNCIL - ESTABLISHMENT OF STATE AND FEDERAL LEGISLATIVE PRIORITIES

Recommendation: That City Council adopt Resolution No. 2025-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 4.37 OF THE POLICIES OF THE CITY COUNCIL - ESTABLISHMENT OF STATE AND FEDERAL LEGISLATIVE PRIORITIES; PROVIDING SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments: *Resolution No. 2025-74*
Section 4.37 - Legislative Priorities

8. 25-1336 RESOLUTION NO. 2025-71 — AMENDMENT TO THE PARKS AND RECREATION FEE SCHEDULE FOR FISCAL YEAR 2026

Recommendation: That City Council adopt Resolution No. 2025-71.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISIONS TO THE FISCAL YEAR 2026 BUDGET FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No 2025-71*

9. 25-1266 RESOLUTION NO. 2025-62 - LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR

LEGION FIELD TO GLOBAL LEARNING ACADEMY SIDEWALK
CONSTRUCTION

Recommendation: That City Council adopt Resolution No. 2025-62:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR CONSTRUCTION AND CEI OF SIDEWALKS CONNECTING LEGION FIELD TO GLOBAL LEARNING ACADEMY; PROVIDING AN EFFECTIVE DATE

Sponsors: DC Reeves, Mayor

Attachments: *Resolution 2025-62 - FDOT Legion Field Global Learning Academy*
Local Agency Program Agreement - Legion Field Project Limits Map

10. 25-1267 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-63 - ALLOCATION OF THE FUNDING PROVIDED BY A LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR LEGION FIELD TO GLOBAL LEARNING ACADEMY SIDEWALK CONSTRUCTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-63.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-63*
Supplemental Budget Explanation No. 2025-63
Resolution 2025-62 - FDOT Legion Field Global Learning Academy
Local Agency Program Agreement - Legion Field

11. 25-1321 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-70 - PENSACOLA ENERGY - FUNDING FOR INSTALLATION OF GAS MAINS CONSTRUCTION SERVICES

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-70.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER

30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-70*
Supplemental Budget Explanation No. 2025-70

- 12. 25-1322** APPROVAL TO PIGGYBACK CONTRACT NO. 5337 BETWEEN THE CITY OF TALLAHASSEE AND EQUIX ENERGY SERVICES LLC FOR INSTALLATION OF GAS MAINS CONSTRUCTION SERVICES

Recommendation: That City Council approve the procurement of construction services with Equix Energy Services LLC in the amount of \$500,000 utilizing the contract between the City of Tallahassee and Equix Energy Services LLC for the installation of gas mains. Further that City Council authorize the Mayor to take the actions necessary to administer this agreement consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *RFP-082-22-CG City of Tallahassee Installation of Gas Mains and Electric Conduit with Addendums*
Contract 5337 - City of Tallahassee - Equix Energy
Equix Energy Services Honor Terms and Conditions Statement

- 13. 25-1339** SUPPLEMENTAL BUDGET RESOLUTION - NO. 2025-72 - APPROPRIATION OF BAPTIST DONATION PROCEEDS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-72.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-72*
Supplemental Budget Explanation No. 2025-72

- 14. 25-1310** PROPOSED ORDINANCE NO. 22-25 - AMENDING SECTION 2-3-1 - DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY

Recommendation: That City Council approve Proposed Ordinance No. 22-25 on first reading:

AN ORDINANCE AMENDING SECTION 2-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 22-25 - Disposal of Surplus Tangible Personal Property*

- 15.** 25-1377 PROPOSED ORDINANCE NO. 19-25 - REPEALING SECTION 2-1-4 OF THE CITY CODE REGARDING COMPENSATION OF CITY COUNCIL MEMBERS

Recommendation: That City Council adopt Proposed Ordinance No. 19-25 on second reading.

AN ORDINANCE REPEALING SECTION 2-1-4 OF THE CITY CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments: *Proposed Ordinance No. 19-25
Business Impact Estimate*

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 #: 25-1272

Agenda Conference

10/20/2025

PRESENTATION

SPONSOR: Jared Moore, Council President

SUBJECT:

PRESENTATION -- PENSACOLA & PERDIDO BAYS ESTUARY PROGRAM

RECOMMENDATION:

That City Council receive a presentation from, Whitney Scheffel, Senior Scientist with the Pensacola & Perdido Bays Estuary Program, regarding the State of the Bays report.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The State of the Bays Report provides a snapshot of key ecosystem health metrics for the Pensacola and Perdido Bays. The report will allow us to:

- * Determine if our waters are declining, improving, or staying the same.
- * Identify areas where more information is needed to evaluate conditions
- * Enhance our community's quality of life

The PPBEP covers a watershed span of over 8,000 sq. miles and includes the Pensacola Bay Watershed and the Perdido Bay Watershed.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1325

Agenda Conference

10/20/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF LEASE AGREEMENT WITH PARENTS AGAINST INJUSTICE AND NEGLIGENCE, (P.A.I.N.) INC. FOR A PORTION OF CORINNE JONES PARK

RECOMMENDATION:

That City Council approve the lease agreement between the City of Pensacola and Parents Against Injustice and Negligence, (P.A.I.N.) Inc., for a portion of property at Corinne Jones Park. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease 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 #8: Neighborhoods that Celebrate Culture and Honor Legacy.

"The Garden of Peace and Hope is a place of solitude where family, friends, and the community can reflect on beautiful memories, joyful times and laughter shared with their loved ones. This garden was created to honor the lives of those taken by another human through an act of violence." — Members of P.A.I.N.

The City of Pensacola and Parents Against Injustice and Negligence, Inc. (P.A.I.N.), are seeking City Council approval to enter into a lease agreement for a portion of the City's Corinne Jones Park. The property that is the subject of this Agreement is the area commonly identified as the Garden of Peace and Hope. The legal description of the property is contained in the attached draft Lease. The proposed term of this Agreement is three (3) years.

PRIOR ACTION:

September 16, 2025 - Lease reviewed by Parks and Recreation Board.
October 21, 2024 - Monument / Memorial Wall approved by City Council.

FUNDING:

N/A

FINANCIAL IMPACT:

Operator will provide and pay for any facility maintenance which may be required on the leased property.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/26/2025

STAFF CONTACT:

Amy Miller, Interim City Administrator
Cliff Collins, Jr., Associate City Administrator for Strategic Initiatives
Kerry Shanaghan, Interim Parks and Recreation Director
Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. Garden of Peace and Hope Land Lease and Operator Agreement
2. 24-825 Approval of adding monument memorial wall at the garden of peace and hope 10-21-24
3. Garden of Peace and Hope 3.4.25 corrected - sealed

PRESENTATION: No

GARDEN OF PEACE AND HOPE – A MEMORIAL FOR HOMICIDE VICTIMS

LAND LEASE AND OPERATOR AGREEMENT BY AND BETWEEN THE CITY OF PENSACOLA AND PARENTS AGAINST INJUSTICE AND NEGLIGENCE, INC.

This Land Lease and Operator Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2025 ("**Effective Date**"), by and between the City of Pensacola, Florida, a Florida municipal corporation ("**City**"), located at 222 W. Main Street, Pensacola, Florida 32502 and Parents Against Injustice and Negligence, Inc., a Florida not for profit corporation, located at 2400 Michigan Avenue Unit 9, Pensacola, Florida 32526, as sponsor and managing operator ("**Operator**") of a not-for-profit community garden activity at the City's Corinne Jones Park ("**Park**").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Operator agree as follows:

TERMS:

1. **TERM**: The term of this Agreement shall be for the duration of three (3) years commencing on the Effective Date. The City retains the right the right to terminate this Agreement for convenience at any time at its sole discretion with 30 days' written notice to the Operator.
2. **SUBJECT PROPERTY**: The property which is the subject of this Agreement consists of the marked portions of Lots 16 and 17, block 40, maxent tract per the 1903 map of Pensacola as depicted on the attached technical sketch identified as **Exhibit A** of this agreement (the "**Subject Property**").
3. **CONSIDERATION**: The City and the Operator hereby acknowledge that this Agreement is supported by good and valuable consideration, the sufficiency and delivery of which is hereby acknowledged. The Operator will maintain the Subject Property as a place of reflection for the benefit of those in the community who have experienced grief due to violence.
4. **OPERATOR'S USE**: The Operator shall have the right to occupy and use the Subject Property for the limited purpose of operating a garden of peace and hope for meditation and reflection, for the purposes described herein under this Agreement and in accordance with the following limitations:
 - A. Operator shall maintain the Subject Property in a neat and orderly standard as determined by the City. Any and all repairs required shall first be approved by the City (through the Parks and Recreation Department) and shall be the responsibility of the Operator.
 - B. The City must approve all new improvements before work is commenced. All Subject Property improvements will comply with all local, state, and federal requirements of the Americans with Disabilities Act and comparable state legislation.

C. The Operator will notify the City immediately if any incidents occur at the Subject Property which require medical attention or whenever public safety personnel are called to assist in any circumstance.

D. The Operator must request in writing and obtain the permission of the City prior to admitting any commercial activity to the Subject Property, including the admission of food vendors or purveyors of merchandise.

E. Operator will provide and pay for any facility maintenance which may be required on the Subject Property.

F. The Operator will maintain current Commercial General Liability Insurance Policy with limits of \$1,000,000 per occurrence, with the City named as an additional named insured, and Operator will provide the City's Risk Manager with a current copy of each such policy. Furthermore, the Operator agrees to comply with all provisions and requirements listed in **Attachment B**.

G. The Operator will secure and maintain on file a valid hold harmless agreement approved by the City with respect to each volunteer admitted entering onto the Subject Property.

H. The City maintains the right to disallow any specific activity which it deems to be contrary to the best interests of the City of Pensacola on the Subject Property and shall notify the Operator of such disallowance in writing.

5. **EXPANSION OF SUBJECT PROPERTY:** The City may consider an expansion of the Subject Property provided that a written request for expansion from the Operator be provided to the Mayor through the Parks and Recreation Director. The Mayor, or the Mayor's designee, may grant or deny the expansion in his or her complete discretion.

6. **NO MORTGAGES OR ENCUMBRANCES.** Operator shall not mortgage, encumber, or allow any liens to be placed against the Subject Property or its leasehold interest therein.

7. **SUBLETTING.** Operator shall not sublet without prior written consent from the City.

8. **CITY RESPONSIBILITY:** The City previously installed a 10' radius concrete pad with a center opening for irrigated landscaping, along with a concrete path to the pad from the nearest existing sidewalk. The City shall maintain the concrete pad, connecting sidewalk, two benches and one trash can located at the garden.

9. **RELATIONSHIP OF THE PARTIES:** The Operator shall be an independent contractor of its activities on the Subject Property and shall not be an agent of the City of Pensacola. The City is granting the Operator the right to use the Subject Property for gardening purposes only, and it is not the intent of the parties that a landlord/tenant relationship is created by this Agreement, nor is it the intent that this Agreement creates any third-party beneficiaries.

10. SOVEREIGN IMMUNITY: The City does not waive its right of sovereign immunity under s. 768.28, F.S., its police power to provide for the public interest and safety, or its municipal authority to provide for and protect its assets by entering into this Agreement.

11. INDEMNIFY AND HOLD HARMLESS: The Operator shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively “**Indemnified Parties**”) from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “**Claims**”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

- (i) The performance of this Agreement (including any amendments hereto) by the Operator, its employees, volunteers, agents, representatives, or subcontractors; or
- (ii) The failure of the Operator, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;
- (iii) Any negligent act or omission of the Operator, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Operator, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- (iv) Any reckless or intentional wrongful act or omission of the Operator, its employees, volunteers, agents, representatives, or subcontractors; or
- (v) The Operator’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable laws (including but not limited to Florida’s laws regarding public records and the Florida’s laws regarding operation of government in the sunshine).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Operator pursuant to this Agreement or otherwise obtained by the Operator and the provisions of this paragraph survive the termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this Agreement shall be construed as a waiver of the City’s sovereign immunity or limitations promulgated under Florida Statute 768.28.

12. NOTICES: All notices regarding this Agreement shall be addressed from one party to the other according to the following:

FOR THE CITY:

City Administrator

City of Pensacola

222 W. Main Street Pensacola, Florida 32502

FOR THE OPERATOR:

Lavon Brown
Parents Against Injustice and Negligence, Inc
2400 W. Michigan Ave, Unit 9
Pensacola, FL 32526

13. COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS ACT: The parties acknowledge that if the Operator is a "contractor" as defined in Florida State Statute Section 119, that the Operator shall comply with all requirements listed in Attachment "A".

14. E-VERIFY: In compliance with the provisions of F.S. 448.095, the parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that, to the extent required by law, 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.

15. APPLICABLE LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

16. VENUE: Venue for any claim, action, or proceeding arising out of this Agreement shall be Escambia County, Florida.

17. ASSIGNMENT: This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the City.

18. REMEDIES: In the event of a termination (for cause or for convenience) of this Agreement by the City during the three-year term of this Agreement, the Operator shall not be entitled to the remedy of specific performance.

19. MISCELLANEOUS:

A. Operator, by exercising the rights granted herein, shall not discriminate, or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry, age, or physical handicap. Non-compliance with such assurances shall constitute a breach of this Agreement, and in the event of non-compliance, City may take appropriate action to enforce compliance and, at its option, may terminate this Agreement or seek judicial enforcement thereof.

B. There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this Agreement.

C. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

D. This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings. No failure of City to exercise any power given it hereunder, or to insist upon strict compliance by Operator of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of City's right to demand strict compliance with the terms hereof.

E. This Agreement may be executed in one or more counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the City and Operator on the day and year first written herein.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D. C. Reeves, Mayor

Attest:

Ericka Burnett, City Clerk

Approved as to content:

Kerry Shanaghan, Interim Parks and
Recreation Director

Approved as to form:

Grace Parola, Assistant City Attorney

OPERATOR:

**PARENTS AGAINST INJUSTICE AND
NEGLIGENCE, INC.**
a Florida non-profit corporation

By: _____
Name & Title:

Attest:

Corporate Secretary

Affix Corporate Seal Here

ATTACHMENT "A"

PUBLIC RECORDS: Operator shall comply with Chapter 119, Florida Statutes. Specifically, Operator 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 Agreement term and following the completion of the Agreement if Foundation does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of Operator or keep and maintain public records required by the City to perform the service. If Operator transfers all public records to the City upon completion of the Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon completion of the Agreement, Operator 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 Operator to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'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” INSURANCE AND INDEMNIFICATION

GENERAL

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, 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 Operator 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.

If Operator qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Operator shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability 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 for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Operator 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 operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

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, non-renewal 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 Operator shall furnish copies of the Operator'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 Operator 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 Operator 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 OPERATOR PRIMARY

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

LOSS CONTROL AND SAFETY

The Operator shall retain control over its employees, agents, servants, 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 Operator shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Operator for the protection of all persons, including employees and property. The Operator shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Operator shall indemnify and hold harmless the City of Pensacola, its elected officials, 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 Operator and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Operator's contractors, subcontractors, or vendors utilized by the Operator in the performance of this contract. The Operator'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.

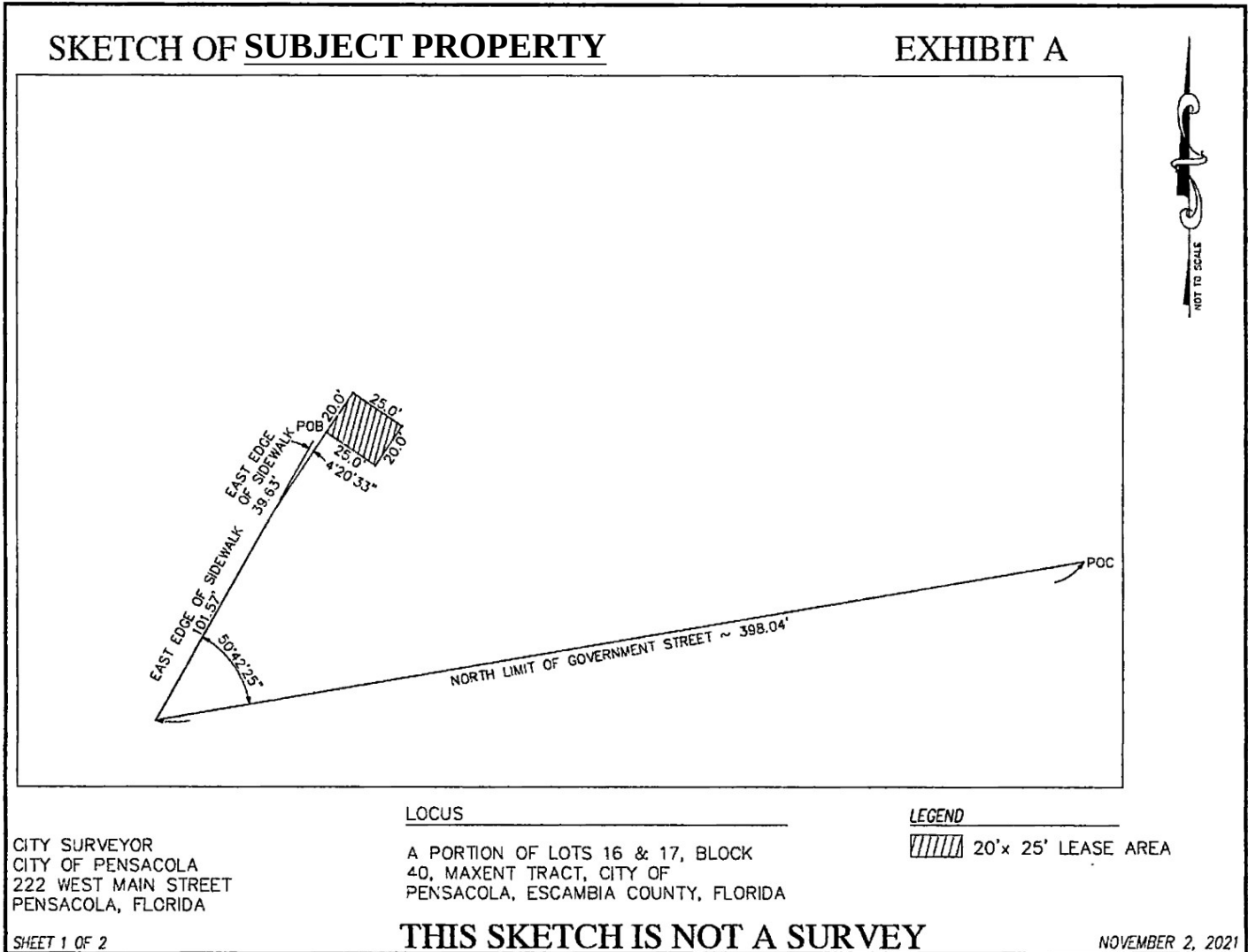
PAY ON BEHALF OF THE CITY

The Operator 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.

Exhibit A
Technical Sketch of Subject Property



DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT A-1

A PORTION OF LOTS 16 AND 17, BLOCK 40, MAXENT TRACT PER THE 1903 MAP OF PENSACOLA ILLUSTRATED BY THOS. C. WATSON, ESCAMBIA COUNTY FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LIMIT OF COYLE STREET (50' WIDE) AND THE NORTH LIMIT OF GOVERNMENT STREET (58' WIDE);

THENCE WESTERLY ALONG THE NORTH LIMIT OF SAID GOVERNMENT STREET A DISTANCE OF 398.04 FEET TO A POINT;

THENCE NORTHEASTERLY AT AN ANGLE OF 50 DEGREES 42 MINUTES 25 SECONDS FROM LAST DESCRIBED LINE AND ALONG THE EAST EDGE OF AN EIGHT FOOT WIDE CONCRETE SIDEWALK A DISTANCE OF 101.57 FEET TO A POINT;

THENCE NORTHEASTERLY DEFLECTING RIGHT 4 DEGREES 20 MINUTES 33 SECONDS ALONG THE EAST EDGE OF AN EIGHT FOOT WIDE CONCRETE SIDEWALK A DISTANCE OF 39.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE CONTINUE NORTHEASTERLY ALONG LAST DESCRIBE LINE A DISTANCE OF 20 FEET TO A POINT;

THENCE SOUTHEASTERLY AT 90 DEGREES FROM LAST DESCRIBED LINE A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHWESTERLY AT 90 DEGREES FROM LAST DESCRIBED LINE A DISTANCE OF 20 FEET TO A POINT;

THENCE NORTHWESTERLY AT 90 DEGREES FROM LAST DESCRIBED LINE A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING AND CONTAINING 500 SQUARE FEET.

CITY SURVEYOR
CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

SHEET 2 OF 2

THIS SKETCH IS NOT A SURVEY

NOVEMBER 2, 2021

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-825

Agenda Conference

10/21/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves, Council Member Delarian Wiggins

SUBJECT:

APPROVAL OF ADDING MONUMENT/MEMORIAL WALL AT THE GARDEN OF PEACE
AND HOPE LOCATED AT CORINNE JONES PARK

RECOMMENDATION:

That City Council approve the addition of a monument/memorial wall at the Garden of Peace and Hope located at Corinne Jones Park. Further, the City Council authorize the Mayor to take all actions necessary to facilitate and manage the installation of the wall in accordance with this Council action and the Mayor's executive powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Garden of Peace and Hope is a place of solitude where families, friends, and the community can reflect on beautiful memories, joyful times, and laughter shared with their loved ones lost through an act of violence. The proposed monument/ memorial wall is intended to enhance the garden as a place of remembrance. No names of or homages to individuals such as "in memory of" or "in honor of" will be displayed on the monument. The only names that will be listed are those that sponsored or donated to the project. The final monument design, including all planned engravings, attachments and/or appurtenances, must be submitted to the City for review and approval in advance.

PRIOR ACTION:

August 20, 2024 - Parks and Recreation Board recommended that City Council approve.

FUNDING:

N/A

FINANCIAL IMPACT:

Any cost not borne by the requestor or the requestor's organization will be assumed by the

Parks and Recreation Department. The department does not anticipate bearing any costs.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Ben Heistein, Director of Parks and Recreation
Tonya Byrd, Assistant Director of Parks and Recreation

ATTACHMENTS:

1. Park Amenity Dedication Form - Garden of Peace and Hope Wall
2. Monument Memorial Wall Rendering
3. Garden of Peace and Hope Wall -Design Set

PRESENTATION: No

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Lavon Brown for Parents Against Injustice and Negligence, Inc.
(INDIVIDUAL OR REPRESENTATIVE OF GROUP)
ADDRESS: 2400 West Michigan Ave.
Pensacola, FL 32520
DAY PHONE: 850 221-0753 EVENING PHONE: Same #
E-MAIL: Lbrown19488@gmail.com

PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: The Garden of Peace and Hope
PARK DEDICATION WOULD BE LOCATED: At Corinne Jones
park

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:

This garden is a place of reflection
for those we have loved and lost.

SIGNATURE Lavon Brown DATE 6/12/24

PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199



1.00 GENERAL NOTES

- 1.01 DRAWINGS SHOW TYPICAL AND CERTAIN SPECIFIC CONDITIONS ONLY. FOR DETAILS NOT SPECIFICALLY SHOWN, PROVIDE DETAILS SIMILAR TO THOSE SHOWN.
- 1.02 VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCY.
- 1.03 THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 1.04 DESIGN CRITERIA:

THE STRUCTURE HAS BEEN DESIGNED UTILIZING THE FOLLOWING REFERENCES:

- A. FLORIDA BUILDING CODE, 2023
B. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
C. ACI 302.1 R-15, CONCRETE FLOOR AND SLAB CONSTRUCTION
D. ACI 318-19, BUILDING CODE REQUIREMENTS FOR CONCRETE STRUCTURES
E. ACI 360, DESIGN OF SLABS-ON-GROUND

1.05 DESIGN LOADS

- A. LIVE LOADS: (MAY BE REDUCED PER CODE)
1. SLAB-ON-GRADE: 100 PSF
- B. WIND LOADS - STRUCTURE HAS BEEN DESIGNED TO CONFORM TO THE WIND PROVISIONS OF ASCE 7-22. SEE WIND PRESSURE DIAGRAM & CHART FOR THE FOLLOWING:
1. BASIC WIND SPEED (3-SEC GUST): 141 MPH (ULTIMATE)
2. BUILDING RISK CATEGORY: I
3. WIND EXPOSURE CATEGORY: C
4. INTERNAL PRESSURE COEFFICIENT: N/A
5. BASIC WIND PRESSURE: 56.2 PSF (ULTIMATE)

1.06 SUBMITTALS:

- A. REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. CONTRACTOR IS ALSO RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

1.07 SHOP DRAWING SUBMITTALS:

- A. THE REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS DONE BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCUTRAL ENGINEER. THE REVIEW BY THE STRUCUTRAL ENGINEER IS FOR GENERAL CONFORMANCE ONLY. IF SHOP DRAWINGS HAVE NOT BEEN REVIEWED AND APPROVED BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER, THEY SHALL BE RETURNED WITHOUT APPROVAL.
- B. THE CONTRACTOR IS SOLEY RESPONSIBLE FOR ANY AND ALL ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF ALL SHOP DRAWINGS IN RELATIONSHIP TO THE CONSTRUCTION DOCUMENTS.
- C. ALL MODIFICATIONS MADE FOR SUBMITTALS THAT ARE RE-SUBMITTED SHALL CLEARLY NOTE ALL CHANGES.
- D. REPRODUCING THE CONTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS IS NOT ALLOWED, AND SHOP DRAWINGS WILL BE RETURNED WITHOUT APPROVAL.
- E. GENERAL SHOP DRAWING REQUIREMENTS:
1. SUBMIT SHOP DRAWINGS AND ANY OTHER SPECIAL INFORMATION NECESSARY FOR PROPER FABRICATION, ERECTION, AND PLACEMENT OF STRUCTURAL FABRICATIONS. INCLUDE PLANS, ELEVATIONS, AND SECTIONS. CLEARLY SHOW ANCHORAGES, CONNECTIONS, AND ACCESSORY ITEMS. THE DETAILER MUST INTERPRET THE CONTRACT DOCUMENTS AND CLEARLY CONVEY THIS INTERPRETATION TO THE FIELD IN THE FORM OF PLACING OR ERECTION DRAWINGS.
2. CONCRETE REINFORCING DETAILER - PROVIDE PLACING DRAWINGS FOR FABRICATION AND PLACING OF REINFORCING STEEL. THESE DRAWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: BAR LISTS, SCHEDULES, BENDING DETAILS, PLACING DETAILS, PLACING PLANS, AND PLACING ELEVATIONS. CLEARLY SHOW FOUNDATION REINFORCING. INDICATE BAR LENGTHS, LOCATION AND SPLICES OF CONTINUOUS BARS, AND BAR SUPPORTS. CLEARLY SHOW LOCATIONS OF ALL DOWELS ON PLAN.

2.00 FOUNDATIONS AND SLAB-ON-GRADE

- 2.01 SHALLOW FOUNDATIONS HAVE BEEN DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF.
- 2.02 AT THIS TIME NO GEOTECHNICAL REPORT HAS BEEN SUBMITTED. AN ALLOWABLE SOIL BEARING PRESSURE HAS BEEN CONSERVATIVELY ESTIMATED BASED ON SIMILAR PROJECTS OF THIS SIZE AND LOCATED IN THE SAME GENERAL AREA OF CONSTRUCTION. A QUALIFIED GEOTECHNICAL ENGINEER SHALL CHECK COMPACTION OF THE FOOTINGS. THE SOILS IMMEDIATELY BENEATH ALL FOOTINGS SHOULD BE COMPACTED FOR A MINIMUM DEPTH OF 12 INCHES TO A MINIMUM OF 95% OF THE SOIL'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557) USING A LARGE TAMPER.
- 2.03 A QUALIFIED GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION AND/OR ADEQUACY OF ALL SUBGRADES, FILLS AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, SLABS, WALLS, FILLS, BACKFILLS, ETC. SHOULD THE CONTRACTOR FIND UNDESIRABLE SOILS, HE SHALL STOP WORK AND IMMEDIATELY CONTACT THE ENGINEER OF RECORD. ALL FOOTINGS SHALL REST EITHER ON UNDISTURBED SOIL OR A MANUALLY OPERATED VIBRATORY SLED OR TAMPER SHOULD BE USED TO DENSIFY ANY SOILS IN THE BOTTOM OF THE FOOTING TRENCHES LOOSENEED DURING THE EXCAVATION OPERATION.

- 2.04 SIDES OF FOUNDATIONS SHALL BE FORMED UNLESS CONDITIONS PERMIT EARTH FORMING. FOUNDATIONS POURED AGAINST THE EARTH REQUIRE THE FOLLOWING PRECAUTIONS: SLOPE SIDES OF EXCAVATIONS AS APPROVED BY GEOTECHNICAL ENGINEER AND CLEAN UP SLOUGHING BEFORE AND DURING CONCRETE PLACEMENT.
- 2.05 CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY PROTECTING ALL EXCAVATION SLOPES.
- 2.06 DEWATER TO AT LEAST TWO FEET BELOW BOTTOM OF LOWEST FOUNDATION IF GROUNDWATER IS ENCOUNTERED.
- 2.07 SLAB-ON-GRADE REQUIREMENTS:
- A. UNLESS NOTED OTHERWISE, THE SLAB-ON-GRADE SHALL BE A MINIMUM OF 4 INCHES THICK, PLACED ON COMPACTED SUBGRADE, AND REINFORCED WITH 6 x 6 - W2.0 x W2.0 WWF IN FLAT SHEETS (ROLLS ARE NOT PERMITTED). PROVIDE POSITIVE SUPPORT 2½" CLEAR FROM BOTTOM OF SLAB. LAP MESH 12".
- B. PLACE CONTROL OR CONSTRUCTION JOINTS AT LOCATIONS INDICATED BY "C.J." IF NOT INDICATED, LOCATED JOINTS AT COLUMN CENTERLINES AND AT 20'-0" O.C MAX. SAWCUT CONTROL JOINTS AS SOON AFTER POURING AS POSSIBLE, WHEN CONCRETE WILL NOT RAVEL; 12 HRS. MAX. CURE CONCRETE IN ACCORDANCE WITH ACI 301. BEGIN CURING IMMEDIATELY AFTER POURING TO LIMIT CRACKING PRIOR TO SAWCUTTING CONTROL JOINTS.
- C. SUBGRADE SHALL BE PREPARED AS RECOMMENDED IN THE GEOTECHNICAL REPORT. IN THE ABSENCE OF A GEOTECHNICAL REPORT, THE TOP 12" OF THE SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM MODIFIED PROCTOR DENSITY.

3.00 REINFORCED CONCRETE

- 3.01 ALL CONCRETE WORK SHALL CONFORM TO ACI 301-05, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS. DESIGN IS BASED ON ACI 318-05, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. DETAIL CONCRETE REINFORCEMENT AND ACCESSORIES IN ACCORDANCE WITH ACI 315, DETAILING MANUAL. DETAIL ALL CONCRETE WALLS AND BEAMS ON THE SHOP DRAWINGS IN ELEVATION UNLESS SPECIFICALLY APPROVED OTHERWISE. SUBMIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.

- 3.02 UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE THE FOLLOWING MINIMUM 28 DAY COMPRESSIVE STRENGTHS:

- A. FOUNDATIONS 3000 PSI
B. SLAB-ON-GRADE 3000 PSI
C. WALLS 4000 PSI

ALL CONCRETE SHALL HAVE ENTRAINED AIR, U.N.O. CONCRETE MAY CONTAIN A PROPERLY DESIGNED SUPERPLASTICIZER FOR WORKABILITY.

- 3.03 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.

- 3.04 THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.

- 3.05 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.

- 3.06 HORIZONTAL CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE INDICATED. THE STRUCTURAL ENGINEER SHALL APPROVE THE LOCATION OF VERTICAL CONSTRUCTION JOINTS. CONSTRUCTION JOINTS SHALL BE THOROUGHLY ROUGHENED BY MECHANICAL MEANS, AND CLEANED. CONTRACTOR SHALL SUBMIT DRAWINGS SHOWING INTENDED POURING SEQUENCE AND LOCATION OF CONSTRUCTION JOINT TO THE ENGINEER FOR REVIEW. PROPOSED METHODS MUST BE ACCEPTABLE TO THE ARCHITECT BEFORE USE.

- 3.07 UNLESS NOTED OTHERWISE, PLACE VERTICAL CONTROL JOINTS IN CONCRETE WALLS AT 10'-0" O.C. (MAX), 3/4" DEEP, V-CHAMFERED ON BOTH FACES. CONSTRUCTION JOINTS SHALL FALL ON CONTROL JOINTS AND SHALL BE KEYS. STOP 50 PERCENT OF THE SPECIFIED LONGITUDINAL REINFORCEMENT AT THE CONTROL JOINT.

- 3.08 CHAMFER OR ROUND ALL EXPOSED CORNERS A MINIMUM OF 3/4".

- 3.09 TIE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.

- 3.10 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE; SPLICE ONLY AS SHOWN OR APPROVED; STAGGER SPLICE WHERE POSSIBLE; USE FULL TENSION SPLICE (CLASS "B") UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPLICES (CLASS "B") UNLESS NOTED OTHERWISE. TERMINATE BARS WITH STANDARD HOOKS.

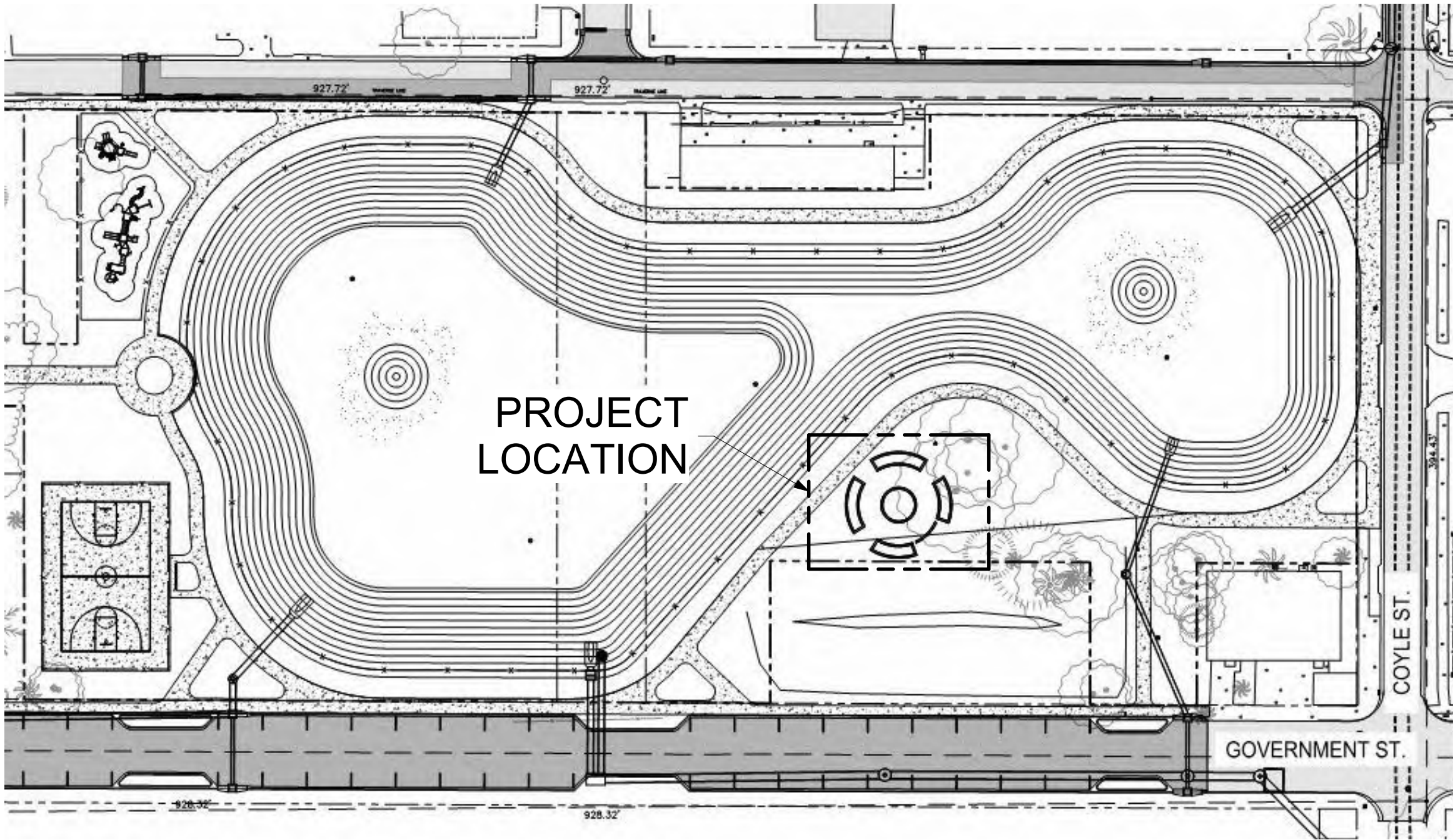
- 3.11 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE (PER ACI 318-05 PAR.7.7.1):

- A. CONCRETE AGAINST EARTH (NOT FORMED): 3"
- B. FORMED CONCRETE EXPOSED TO THE EARTH OR WEATHER:
1. #6 THROUGH #18 BARS: 2"
2. #5 BARS AND SMALLER: 1-1/2"
- C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
1. SLABS AND WALLS: 1"
2. BEAMS (STIRRUPS) AND COLUMNS (TIES): 1-1/2"

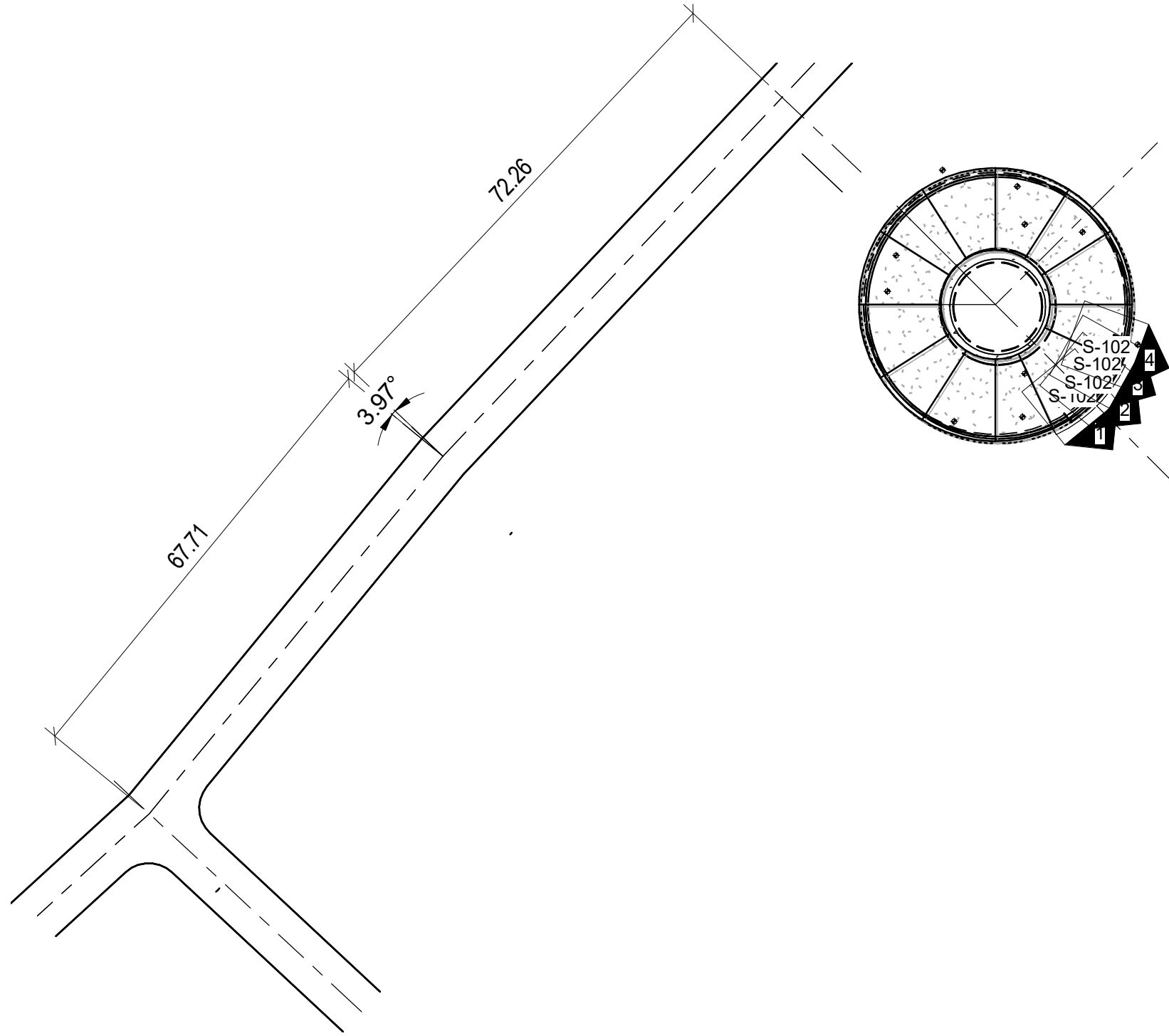
- 3.12 DO NOT PLACE DUCTS EXCEEDING ONE-THIRD THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.

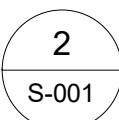
- 3.13 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER.

- 3.14 ALL REINFORCING STEEL PLACEMENTS SHALL BE REVIEWED BY A REGISTERED STRUCTURAL ENGINEER, OR BY A REPRESENTATIVE RESPONSIBLE TO HIM. (RE: ACI 318 PAR. 1.3.1)

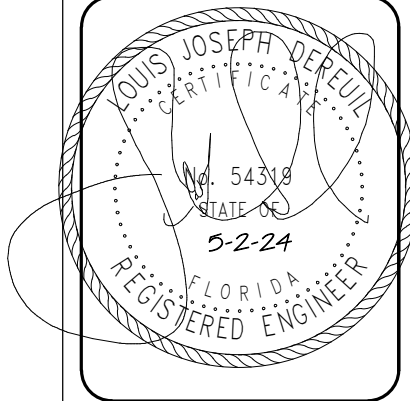


 **SITE PLAN**



 **LOCATION DIMENSION PLAN**

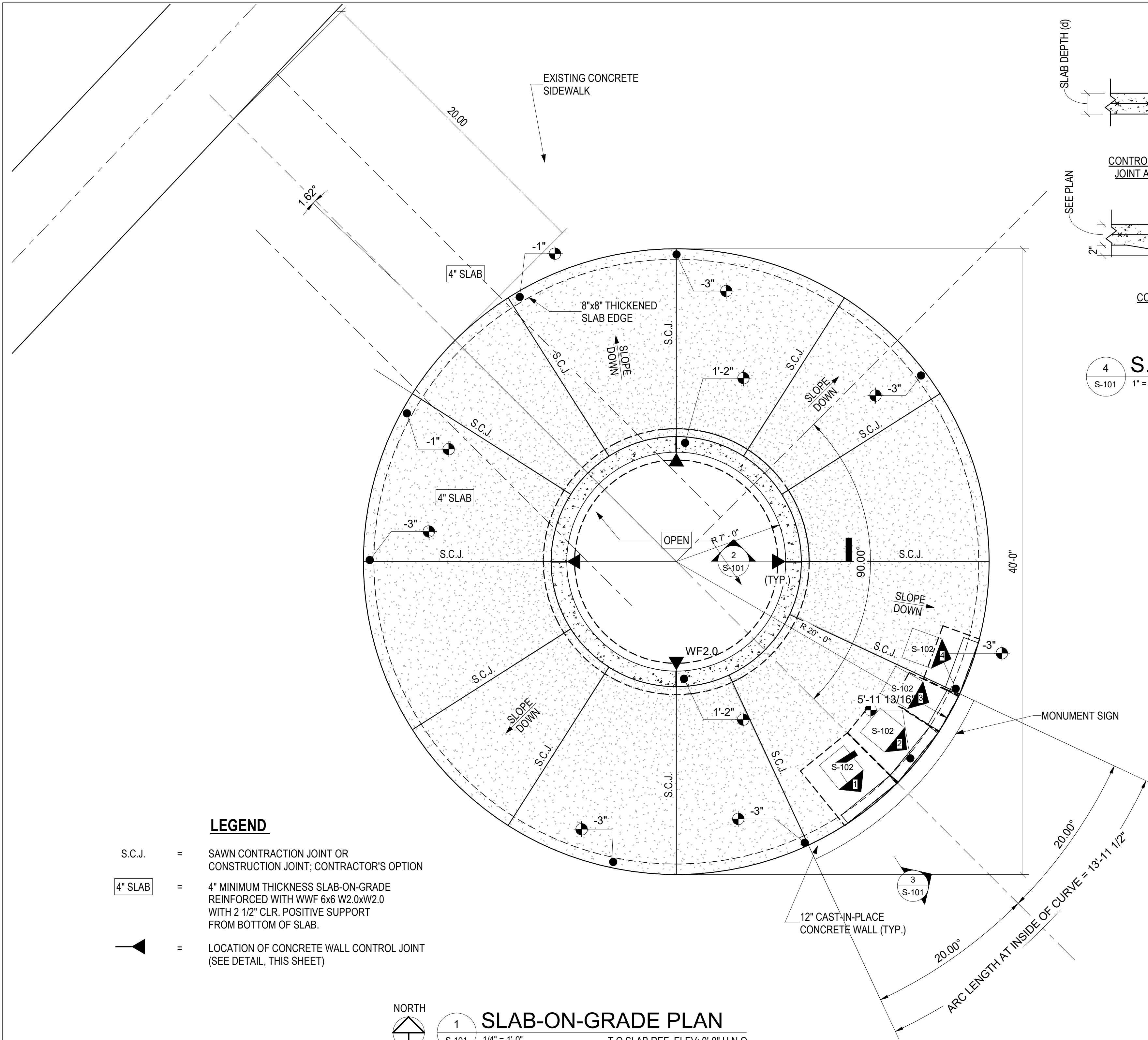
JDA JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 8515
301 West Cervantes St. Tel. 850-429-1951
Pensacola, FL 32501 Fax. 850-429-0158



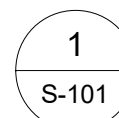
CHECKED: LJD
DATE: 5-2-2024
DESIGNED: JTG
DRAWN: KLM

GARDEN OF PEACE AND HOPE
CORINNE JONES PARK
PENSACOLA, FLORIDA

S-001

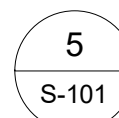
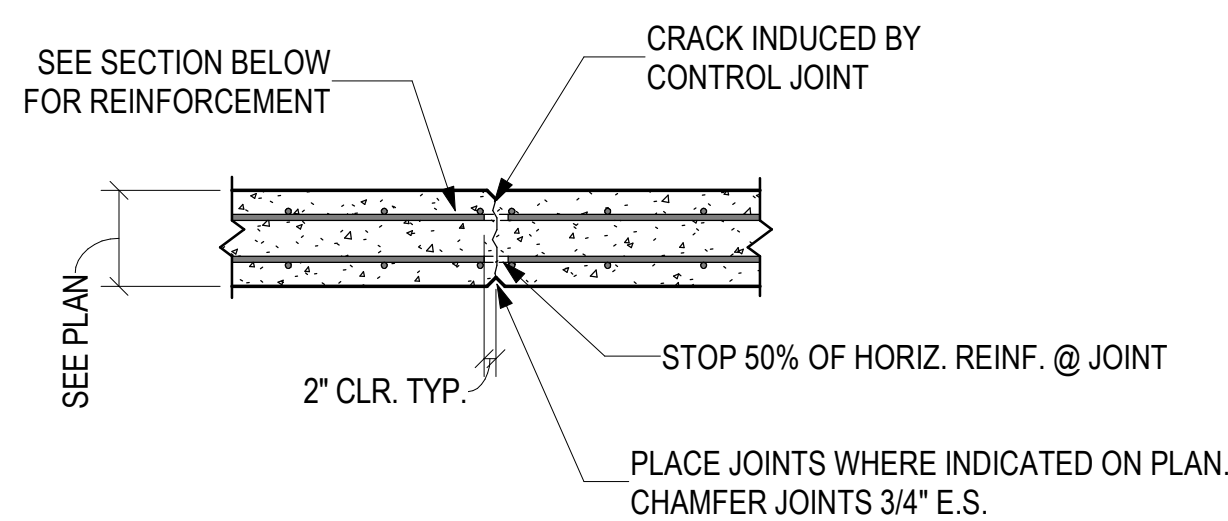


- LEGEND**
- S.C.J. = SAWN CONTRACTION JOINT OR CONSTRUCTION JOINT; CONTRACTOR'S OPTION
- 4" SLAB = 4" MINIMUM THICKNESS SLAB-ON-GRADE REINFORCED WITH WWF 6x6 W2.0xW2.0 WITH 2 1/2" CLR. POSITIVE SUPPORT FROM BOTTOM OF SLAB.
- ▲ = LOCATION OF CONCRETE WALL CONTROL JOINT (SEE DETAIL, THIS SHEET)



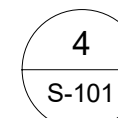
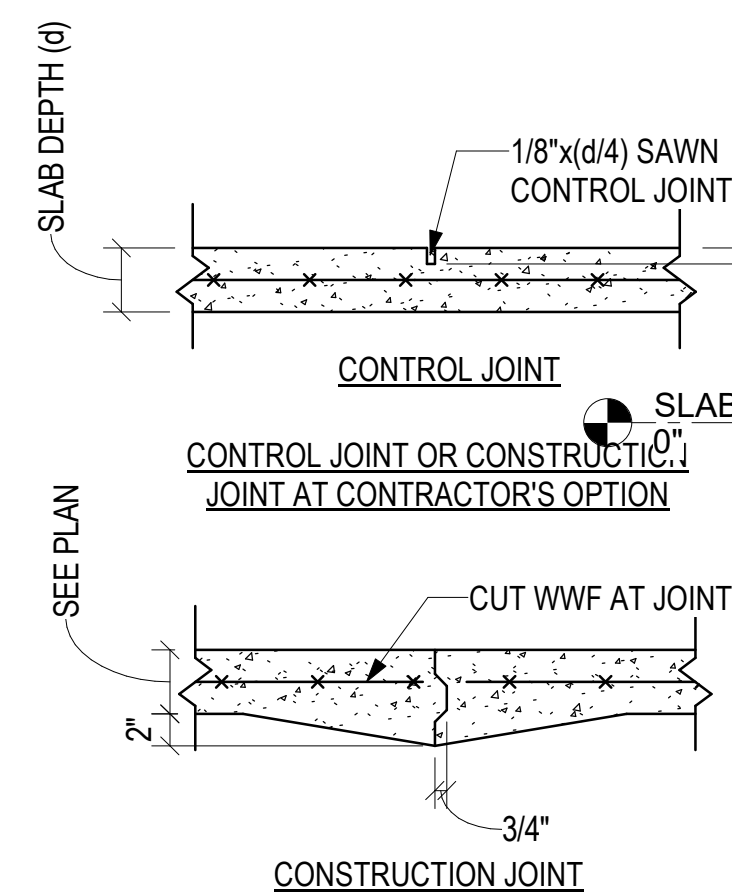
SLAB-ON-GRADE PLAN

T.O. SLAB REF. ELEV: 0'-0" U.N.O.



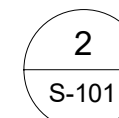
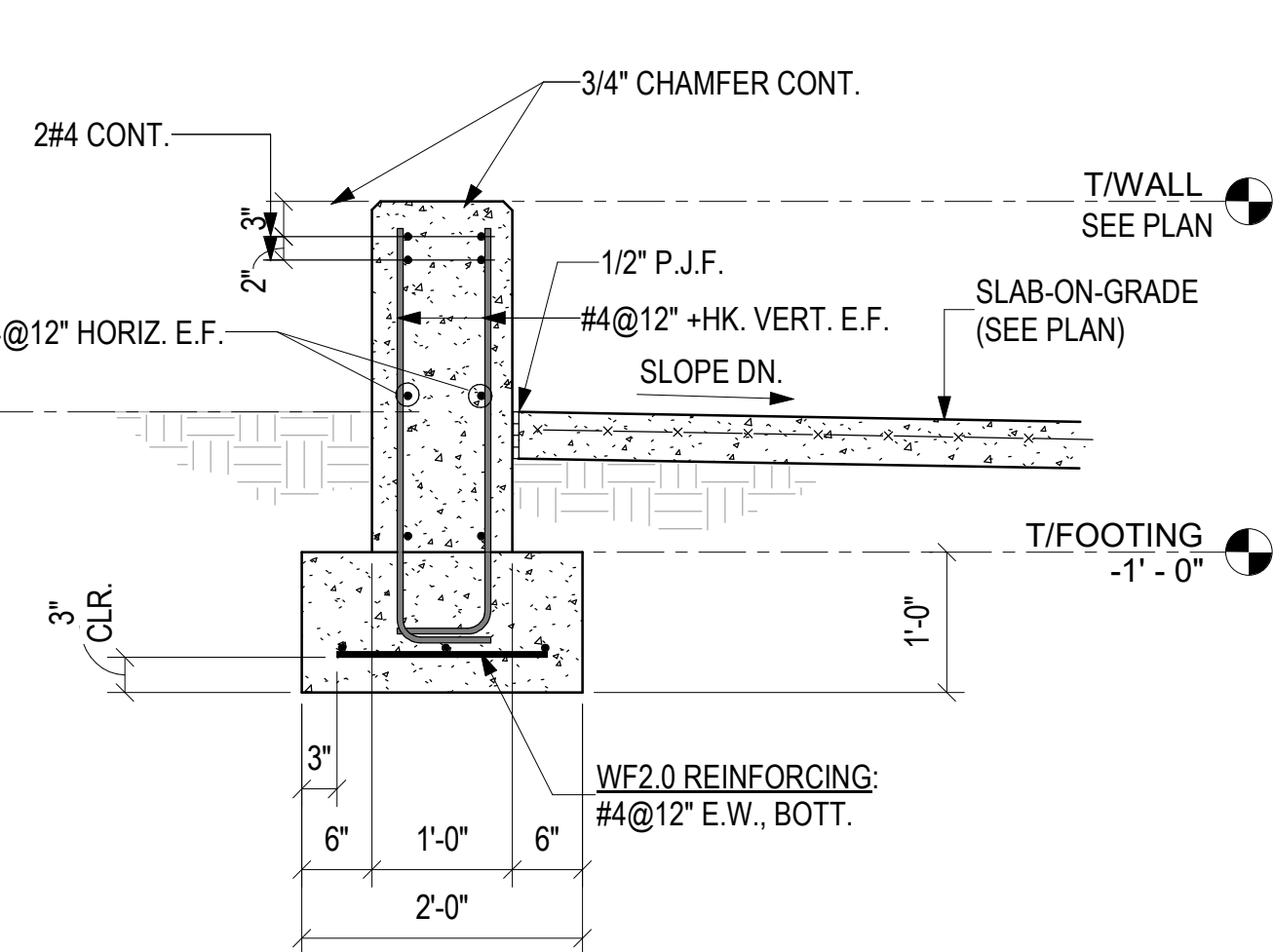
TYPICAL WALL CONTROL JOINT DETAIL

3/4" = 1'-0"



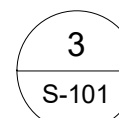
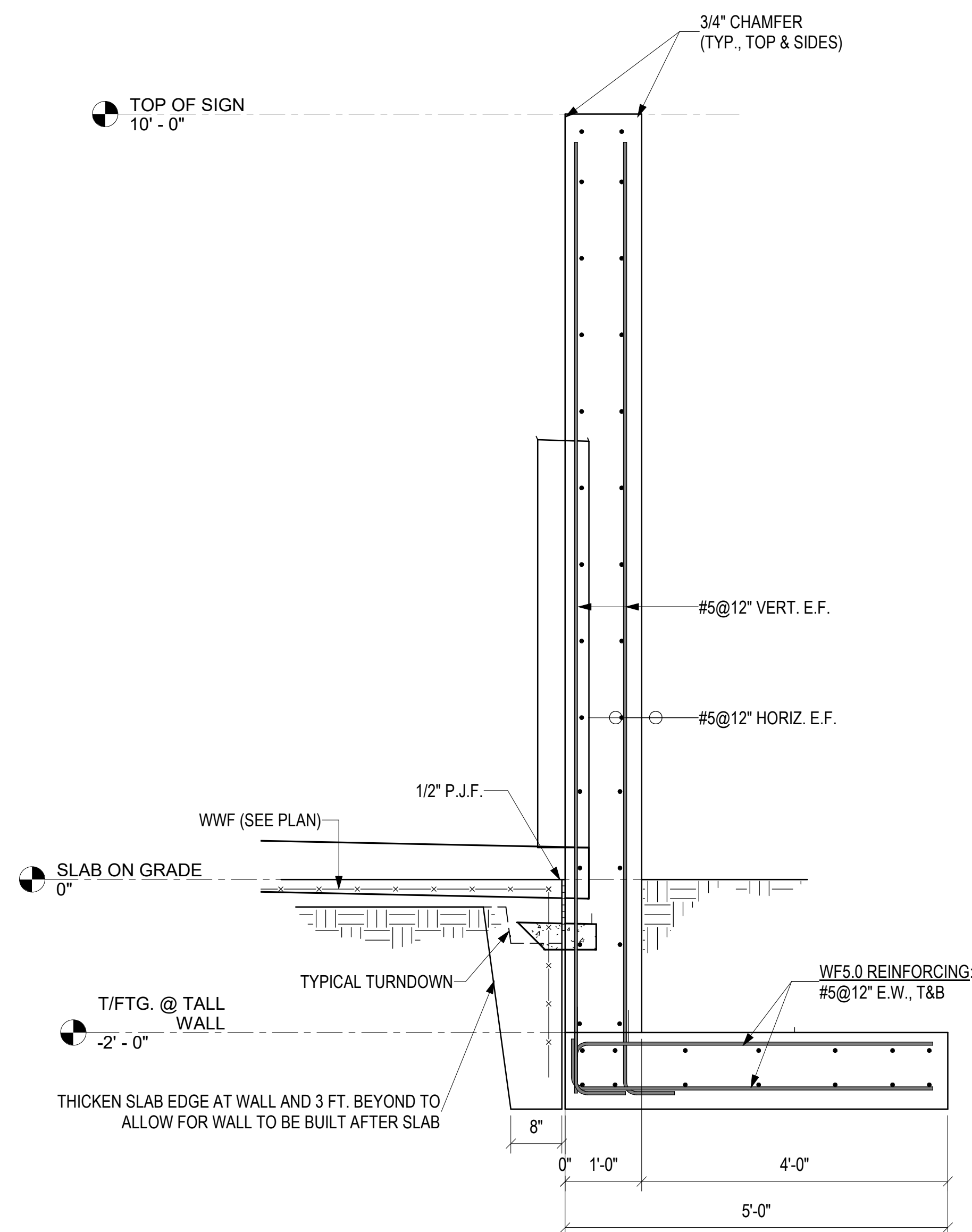
S.C.J. DETAILS

1" = 1'-0"



TYPICAL SECTION THRU LOW WALL

3/4" = 1'-0"

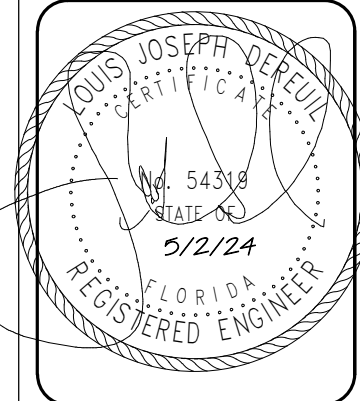


SECTION THRU MONUMENT SIGN

3/4" = 1'-0"

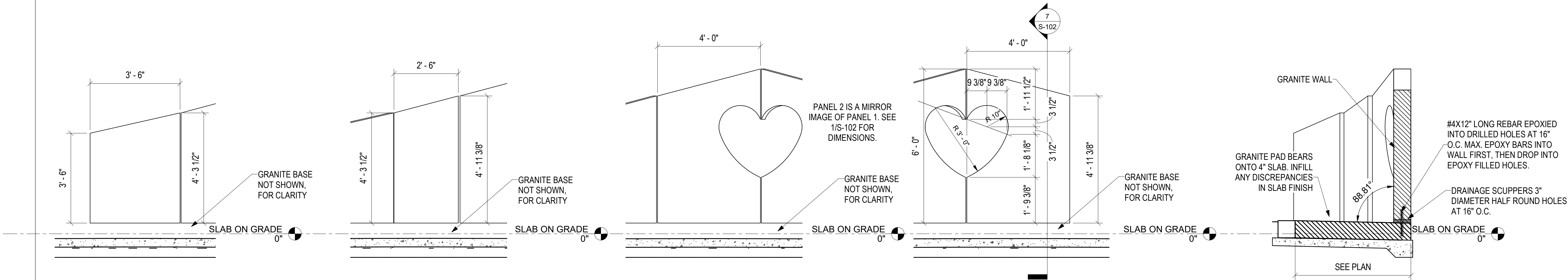
GARDEN OF PEACE AND HOPE
CORINNE JONES PARK
PENSACOLA, FLORIDA

S-101



DESIGNED: JTG
DRAWN: KLM
CHECKED: LJD
DATE: 5-2-2024

JOE DEREJAIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 8515
301 West Cervantes St.
Pensacola, FL 32501
Tel. 850.429.1951
Fax. 850.429.0158



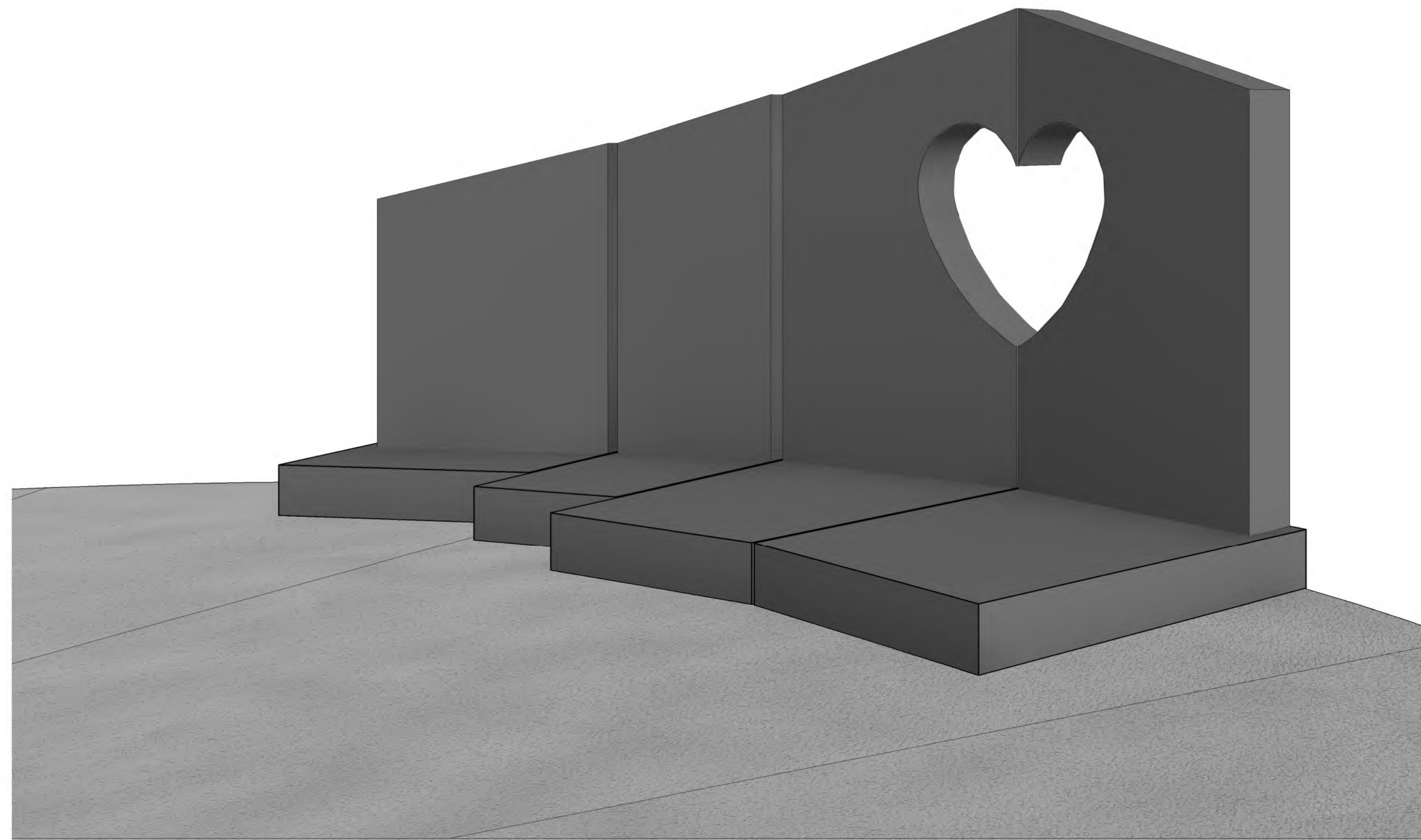
4 PANEL 4 ELEVATION
S-102 1/2" = 1'-0"

3 PANEL 3 ELEVATION
S-102 1/2" = 1'-0"

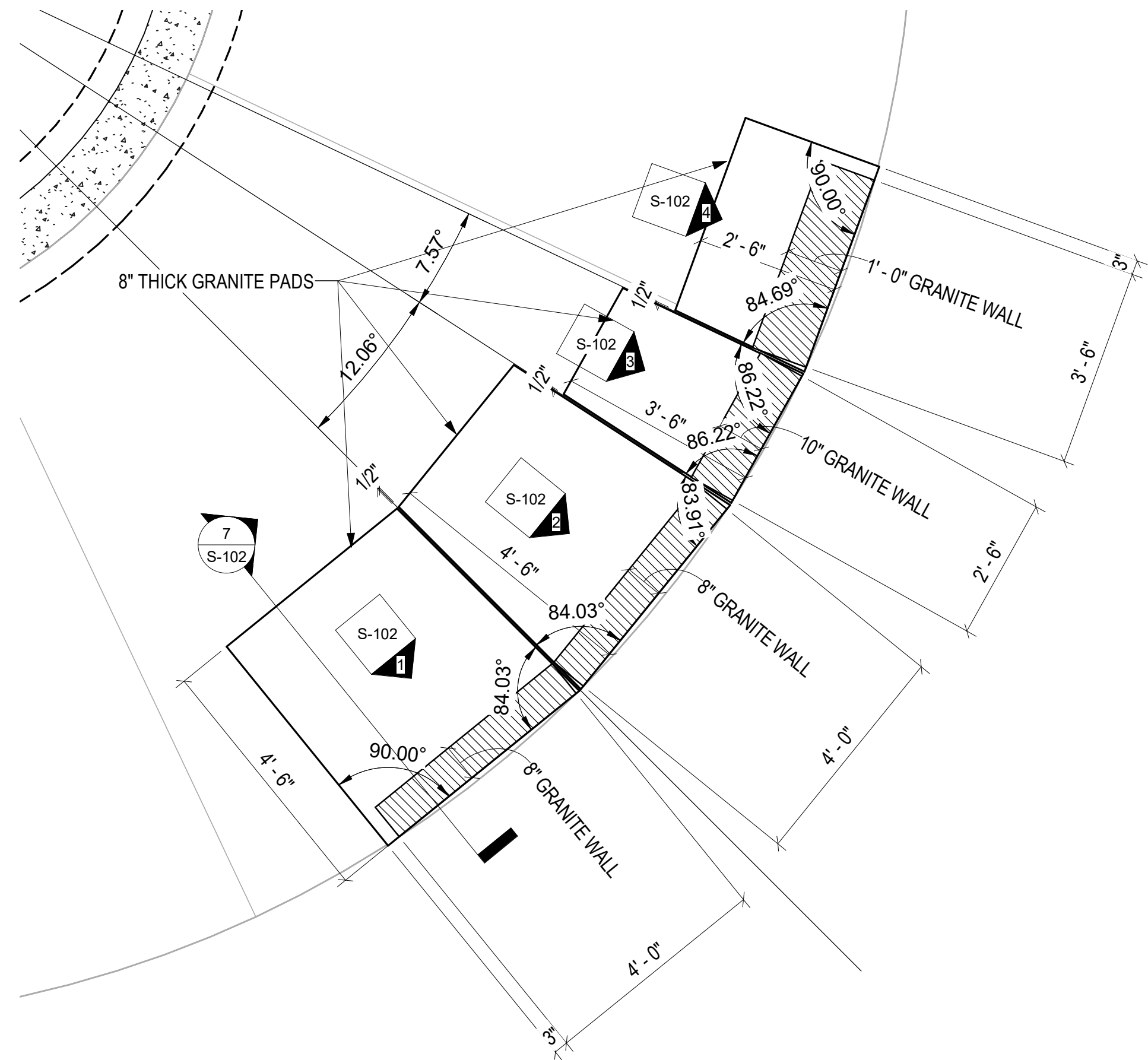
2 PANEL 2 ELEVATION
S-102 1/2" = 1'-0"

1 PANEL 1 ELEVATION
S-102 1/2" = 1'-0"

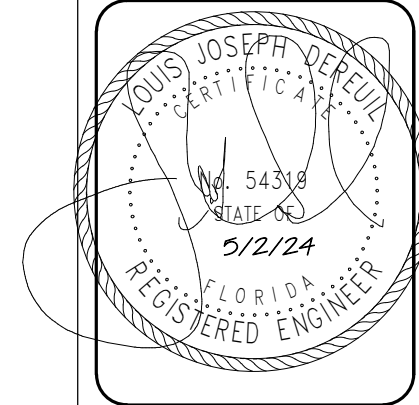
7 GRANITE WALL AND BASE
S-102 1/2" = 1'-0"



6 PERSPECTIVE
S-102



5 GRANITE MONUMENT PLAN
S-102 1/2" = 1'-0"



1.00 GENERAL NOTES

1.01 ANY DEVIATIONS FROM THE APPROVED PLANS WILL REQUIRE APPROVAL FROM BOTH THE PROJECT ENGINEER AND THE CITY OF PENSACOLA. THIS PROJECT CONSISTS OF ADDING A GRANITE MONUMENT ON TOP OF AN EXISTING SLAB. NO DIGGING WILL BE REQUIRED.

1.02 VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK. NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCY.

1.03 THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

1.04 DESIGN CRITERIA:
THE STRUCTURE HAS BEEN DESIGNED UTILIZING THE FOLLOWING REFERENCES:

- A. FLORIDA BUILDING CODE, 2023
- B. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
- C. ACI 302.1 R-15, CONCRETE FLOOR AND SLAB CONSTRUCTION
- D. ACI 318-14, BUILDING CODE REQUIREMENTS FOR CONCRETE STRUCTURES
- E. ACI 360 R-10, DESIGN OF SLABS-ON-GROUND

1.05 DESIGN LOADS

- A. LIVE LOADS: (MAY BE REDUCED PER CODE)
 - 1. SLAB-ON-GRADE: 100 PSF
- B. WIND LOADS - STRUCTURE HAS BEEN DESIGNED TO CONFORM TO THE WIND PROVISIONS OF ASCE 7-22. SEE WIND PRESSURE DIAGRAM & CHART FOR THE FOLLOWING:
 - 1. BASIC WIND SPEED (3-SEC GUST): 141 MPH (ULTIMATE)
 - 2. BUILDING RISK CATEGORY: I
 - 3. WIND EXPOSURE CATEGORY: C
 - 4. INTERNAL PRESSURE COEFFICIENT: N/A
 - 5. BASIC WIND PRESSURE: 56.2 PSF (ULTIMATE)

1.06 SUBMITTALS:

- A. REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, AND DIMENSIONS SPECIFIED IN THE CONTRACT DOCUMENTS. CONTRACTOR IS ALSO RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

1.07 SHOP DRAWING SUBMITTALS:

- A. THE REVIEW OF SUBMITTALS AND/OR SHOP DRAWINGS DONE BY THE STRUCTURAL ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER. THE REVIEW BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE ONLY. IF SHOP DRAWINGS HAVE NOT BEEN REVIEWED AND APPROVED BEFORE SUBMITTAL TO THE STRUCTURAL ENGINEER, THEY SHALL BE RETURNED WITHOUT APPROVAL.
- B. THE CONTRACTOR IS SOLEY RESPONSIBLE FOR ANY AND ALL ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF ALL SHOP DRAWINGS IN RELATIONSHIP TO THE CONSTRUCTION DOCUMENTS.
- C. ALL MODIFICATIONS MADE FOR SUBMITTALS THAT ARE RE-SUBMITTED SHALL CLEARLY NOTE ALL CHANGES.
- D. REPRODUCING THE CONTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS IS NOT ALLOWED, AND SHOP DRAWINGS WILL BE RETURNED WITHOUT APPROVAL.
- E. GENERAL SHOP DRAWING REQUIREMENTS:
 - 1. SUBMIT SHOP DRAWINGS AND ANY OTHER SPECIAL INFORMATION NECESSARY FOR PROPER FABRICATION, ERECTION, AND PLACEMENT OF STRUCTURAL FABRICATIONS. INCLUDE PLANS, ELEVATIONS, AND SECTIONS. CLEARLY SHOW ANCHORAGES, CONNECTIONS, AND ACCESSORY ITEMS. THE DETAILER MUST INTERPRET THE CONTRACT DOCUMENTS AND CLEARLY CONVEY THIS INTERPRETATION TO THE FIELD IN THE FORM OF PLACING OR ERECTION DRAWINGS.
 - 2. CONCRETE REINFORCING DETAILER - PROVIDE PLACING DRAWINGS FOR FABRICATION AND PLACING OF REINFORCING STEEL. THESE DRAWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: BAR LISTS, SCHEDULES, BENDING DETAILS, PLACING DETAILS, PLACING PLANS, AND PLACING ELEVATIONS. CLEARLY SHOW FOUNDATION REINFORCING. INDICATE BAR LENGTHS, LOCATION AND SPLICES OF CONTINUOUS BARS, AND BAR SUPPORTS. CLEARLY SHOW LOCATIONS OF ALL DOWELS ON PLAN.

2.00 FOUNDATIONS AND SLAB-ON-GRADE

2.01 SHALLOW FOUNDATIONS HAVE BEEN DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF.

2.02 AT THIS TIME NO GEOTECHNICAL REPORT HAS BEEN SUBMITTED. AN ALLOWABLE SOIL BEARING PRESSURE HAS BEEN CONSERVATIVELY ESTIMATED BASED ON SIMILAR PROJECTS OF THIS SIZE AND LOCATED IN THE SAME GENERAL AREA OF CONSTRUCTION. A QUALIFIED GEOTECHNICAL ENGINEER SHALL CHECK COMPACTION OF THE FOOTINGS. THE SOILS IMMEDIATELY BENEATH ALL FOOTINGS SHOULD BE COMPACTED FOR A MINIMUM DEPTH OF 12 INCHES TO A MINIMUM OF 95% OF THE SOIL'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557) USING A LARGE TAMPER.

2.03 A QUALIFIED GEOTECHNICAL ENGINEER SHALL VERIFY CONDITION AND/OR ADEQUACY OF ALL SUBGRADES, FILLS AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, SLABS, WALLS, FILLS, BACKFILLS, ETC. SHOULD THE CONTRACTOR FIND UNDESIRABLE SOILS, HE SHALL STOP WORK AND IMMEDIATELY CONTACT THE ENGINEER OF RECORD. ALL FOOTINGS SHALL REST EITHER ON UNDISTURBED SOIL OR A MANUALLY OPERATED VIBRATORY SLED OR TAMPER SHOULD BE USED TO DENSIFY ANY SOILS IN THE BOTTOM OF THE FOOTING TRENCHES LOOSENED DURING THE EXCAVATION OPERATION.

2.04 SIDES OF FOUNDATIONS SHALL BE FORMED UNLESS CONDITIONS PERMIT EARTH FORMING. FOUNDATIONS POURED AGAINST THE EARTH REQUIRE THE FOLLOWING PRECAUTIONS: SLOPE SIDES OF EXCAVATIONS AS APPROVED BY GEOTECHNICAL ENGINEER AND CLEAN UP SLOUGHING BEFORE AND DURING CONCRETE PLACEMENT.

2.05 CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY PROTECTING ALL EXCAVATION SLOPES.

2.06 DEWATER TO AT LEAST TWO FEET BELOW BOTTOM OF LOWEST FOUNDATION IF GROUNDWATER IS ENCOUNTERED.

2.07 SLAB-ON-GRADE REQUIREMENTS:

- A. UNLESS NOTED OTHERWISE, THE SLAB-ON-GRADE SHALL BE A MINIMUM OF 4 INCHES THICK, PLACED ON COMPACTED SUBGRADE, AND REINFORCED WITH 6 x 6 - W2.0 x W2.0 WWF IN FLAT SHEETS (ROLLS ARE NOT PERMITTED). PROVIDE POSITIVE SUPPORT 2 1/2' CLEAR FROM BOTTOM OF SLAB. LAP MESH 12".
- B. PLACE CONTROL OR CONSTRUCTION JOINTS AT LOCATIONS INDICATED BY "C.J." IF NOT INDICATED, LOCATED JOINTS AT COLUMN CENTERLINES AND AT 20'-0" O.C. MAX. SAWCUT CONTROL JOINTS AS SOON AFTER POURING AS POSSIBLE, WHEN CONCRETE WILL NOT RAVEL; 12 HRS. MAX. CURE CONCRETE IN ACCORDANCE WITH ACI 301. BEGIN CURING IMMEDIATELY AFTER POURING TO LIMIT CRACKING PRIOR TO SAWCUTTING CONTROL JOINTS.
- C. SUBGRADE SHALL BE PREPARED AS RECOMMENDED IN THE GEOTECHNICAL REPORT. IN THE ABSENCE OF A GEOTECHNICAL REPORT, THE TOP 12" OF THE SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM MODIFIED PROCTOR DENSITY.

3.00 REINFORCED CONCRETE

3.01 ALL CONCRETE WORK SHALL CONFORM TO ACI 301-05, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS. DESIGN IS BASED ON ACI 318-05, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. DETAIL CONCRETE REINFORCEMENT AND ACCESSORIES IN ACCORDANCE WITH ACI 315, DETAILING MANUAL. DETAIL ALL CONCRETE WALLS AND BEAMS ON THE SHOP DRAWINGS IN ELEVATION UNLESS SPECIFICALLY APPROVED OTHERWISE. SUBMIT SHOP DRAWINGS FOR APPROVAL, SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.

3.02 UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE THE FOLLOWING MINIMUM 28 DAY COMPRESSIVE STRENGTHS:

- A. FOUNDATIONS 3000 PSI
- B. SLAB-ON-GRADE 3000 PSI
- C. WALLS 4000 PSI

ALL CONCRETE SHALL HAVE ENTRAINED AIR, U.N.O. CONCRETE MAY CONTAIN A PROPERLY DESIGNED SUPERPLASTICIZER FOR WORKABILITY.

3.03 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.

3.04 THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S.

3.05 USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.

3.06 HORIZONTAL CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE INDICATED. THE STRUCTURAL ENGINEER SHALL APPROVE THE LOCATION OF VERTICAL CONSTRUCTION JOINTS. CONSTRUCTION JOINTS SHALL BE THOROUGHLY ROUGHENED BY MECHANICAL MEANS, AND CLEANED. CONTRACTOR SHALL SUBMIT DRAWINGS SHOWING INTENDED POURING SEQUENCE AND LOCATION OF CONSTRUCTION JOINT TO THE ENGINEER FOR REVIEW. PROPOSED METHODS MUST BE ACCEPTABLE TO THE ARCHITECT BEFORE USE.

3.07 UNLESS NOTED OTHERWISE, PLACE VERTICAL CONTROL JOINTS IN CONCRETE WALLS AT 10'-0" O.C. (MAX), 3/4" DEEP, V-CHAMFERED ON BOTH FACES. CONSTRUCTION JOINTS SHALL FALL ON CONTROL JOINTS AND SHALL BE KEYED. STOP 50 PERCENT OF THE SPECIFIED LONGITUDINAL REINFORCEMENT AT THE CONTROL JOINT.

3.08 CHAMFER OR ROUND ALL EXPOSED CORNERS A MINIMUM OF 3/4".

3.09 TIE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCE DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.

3.10 PROVIDE CONTINUOUS REINFORCEMENT WHEREVER POSSIBLE; SPLICE ONLY AS SHOWN OR APPROVED; STAGGER SPLICE WHERE POSSIBLE; USE FULL TENSION SPLICE (CLASS "B") UNLESS NOTED OTHERWISE. DOWELS SHALL MATCH THE SIZE AND SPACING OF THE SPECIFIED REINFORCEMENT AND SHALL BE LAPPED WITH FULL TENSION SPLICES (CLASS "B") UNLESS NOTED OTHERWISE. TERMINATE BARS WITH STANDARD HOOKS.

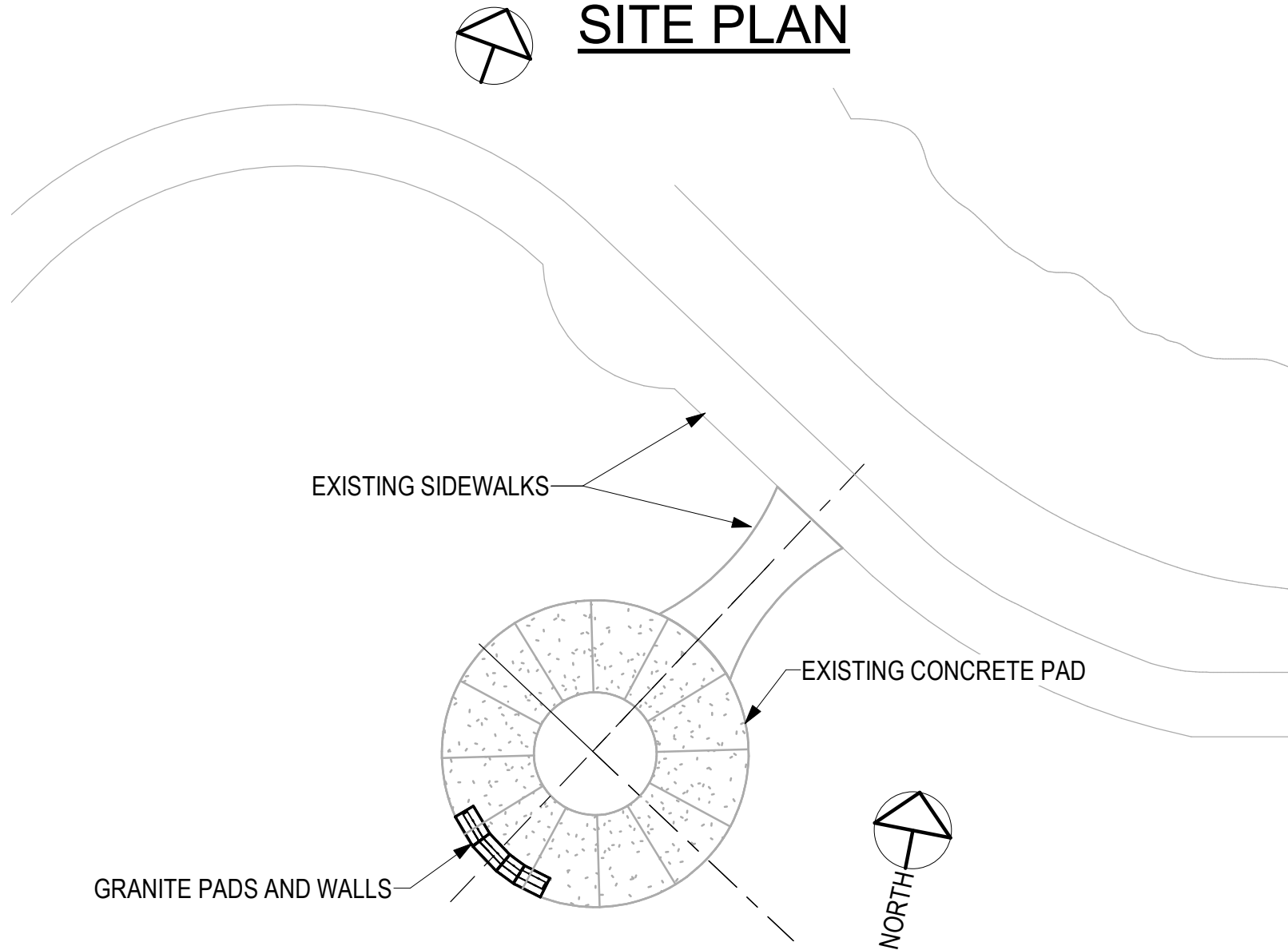
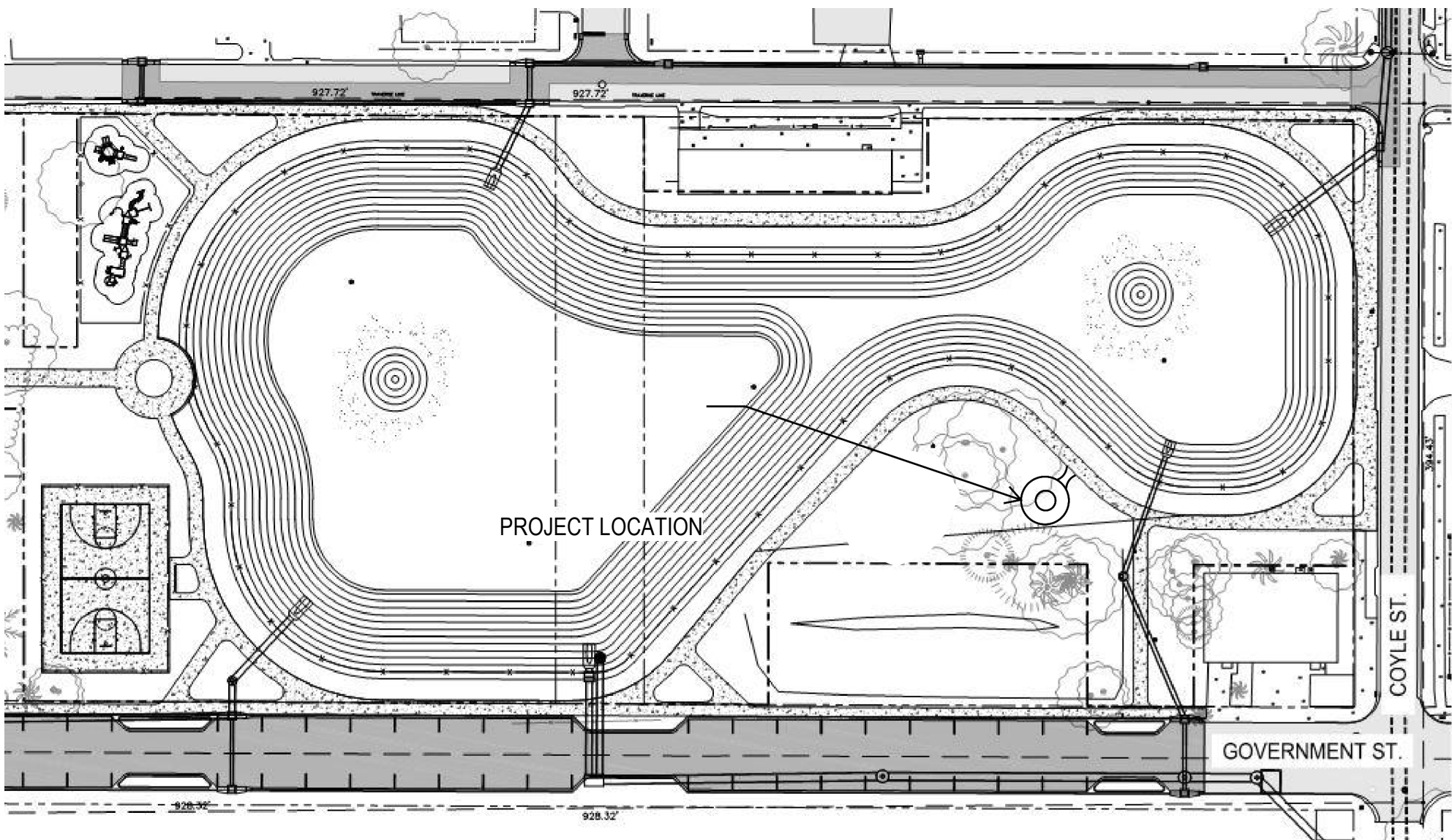
3.11 REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE (PER ACI 318-05 PAR.7.7.1):

- A. CONCRETE AGAINST EARTH (NOT FORMED): 3"
- B. FORMED CONCRETE EXPOSED TO THE EARTH OR WEATHER:
 - 1. #6 THROUGH #18 BARS: 2"
 - 2. #5 BARS AND SMALLER: 1-1/2"
- C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - 1. SLABS AND WALLS: 1"
 - 2. BEAMS (STIRRUPS) AND COLUMNS (TIES): 1-1/2"

3.12 DO NOT PLACE DUCTS EXCEEDING ONE-THIRD THE SLAB OR WALL THICKNESS WITHIN THE SLAB OR WALL UNLESS SPECIFICALLY SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.

3.13 DO NOT WELD OR TACK WELD REINFORCING STEEL UNLESS APPROVED OR DIRECTED BY THE STRUCTURAL ENGINEER.

3.14 ALL REINFORCING STEEL PLACEMENTS SHALL BE REVIEWED BY A REGISTERED STRUCTURAL ENGINEER, OR BY A REPRESENTATIVE RESPONSIBLE TO HIM. (RE: ACI 318 PAR. 1.3.1)



2 LOCATION PLAN
S-001 1" = 20'-0"



SITE PHOTO OF EXISTING CONDITIONS

Digitally signed by Louis Joseph DeReuil
DN: CN=Louis Joseph DeReuil,
E=louis@jdastructural.com,
G=Louis Joseph DeReuil, SN=DeReuil, C=US
Location: Pensacola, Florida, USA
Reason: I am approving this document
Contact Info: 850-429-1951
Date: 2025.03.03 13:38:04-06'00'

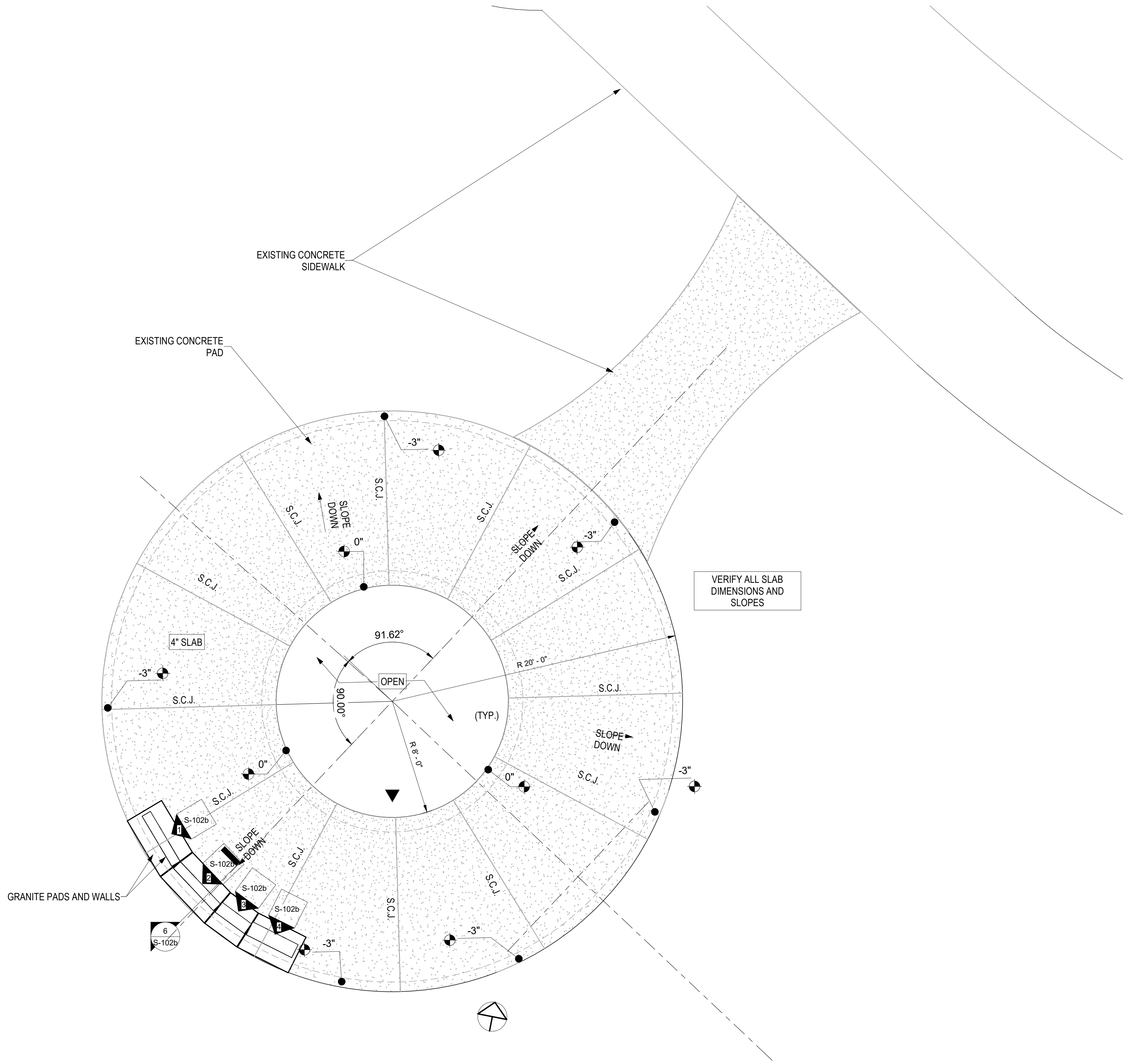
JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 9515
301 West Cervantes St. Tel. 850.429.1951
Pensacola, FL 32501 Fax. 850.429.0158

LOUIS JOSEPH DEREUIL
REGISTERED PROFESSIONAL ENGINEER
FLORIDA
2-14-25

CHECKED: LJD
DATE: 2-14-25
DESIGNED: LJD
DRAWN: LJD

GARDEN OF PEACE AND HOPE
CORINNE JONES PARK
PENSACOLA, FLORIDA

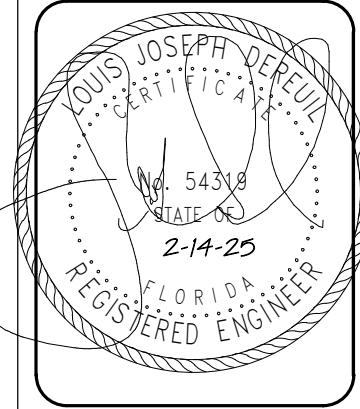
S-001



1 SLAB-ON-GRADE PLAN
S-101 1/4" = 1'-0"

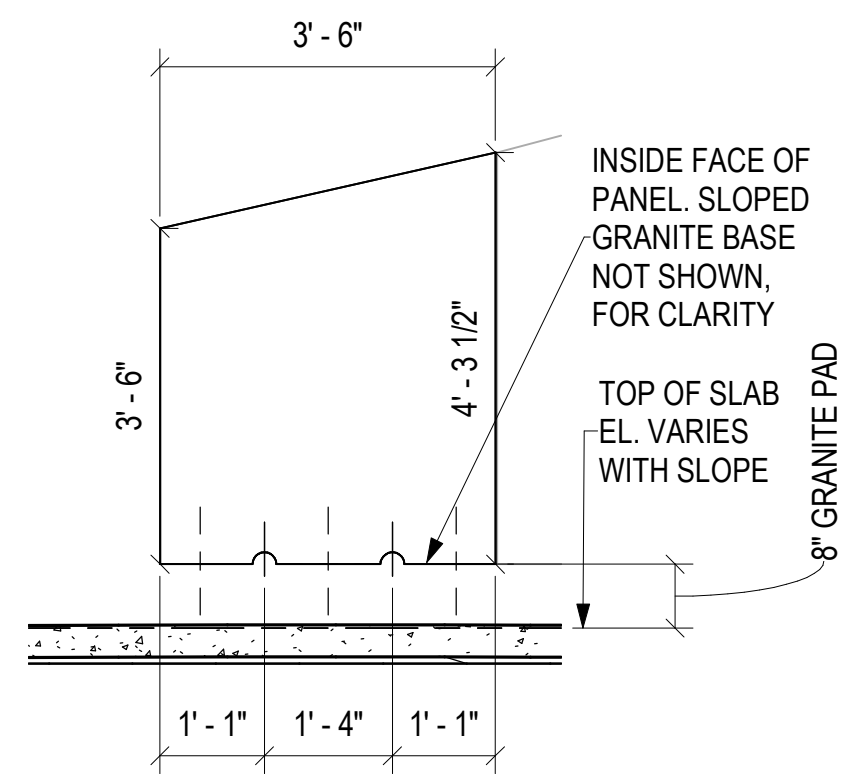
GARDEN OF PEACE AND HOPE
CORINNE JONES PARK
PENSACOLA, FLORIDA

S-101



DESIGNED: JTG
DRAWN: KLM
CHECKED: LJD
DATE: 2-14-25

JDA JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 9515
301 West Cervantes St. Tel. 850.429.1951
Pensacola, FL 32501 Fax. 850.429.0158



INSIDE FACE OF
PANEL. SLOPED
GRANITE BASE
NOT SHOWN,
FOR CLARITY

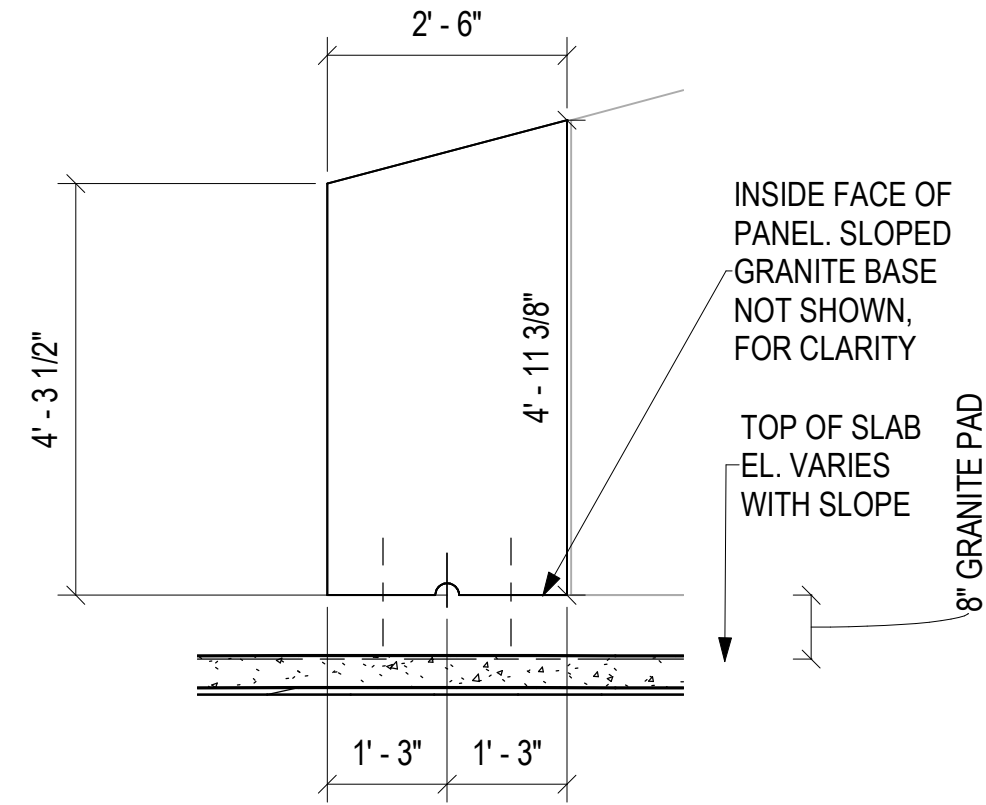
TOP OF SLAB
EL. VARIES
WITH SLOPE

2. VARIES WITH SLOPE

8" GRANITE PAD

4 S-102b PANEL 4 ELEVATION 1/2" = 1'-0"

PANEL 4 ELEVATION



INSIDE FACE OF
PANEL. SLOPED
GRANITE BASE
NOT SHOWN,
FOR CLARITY

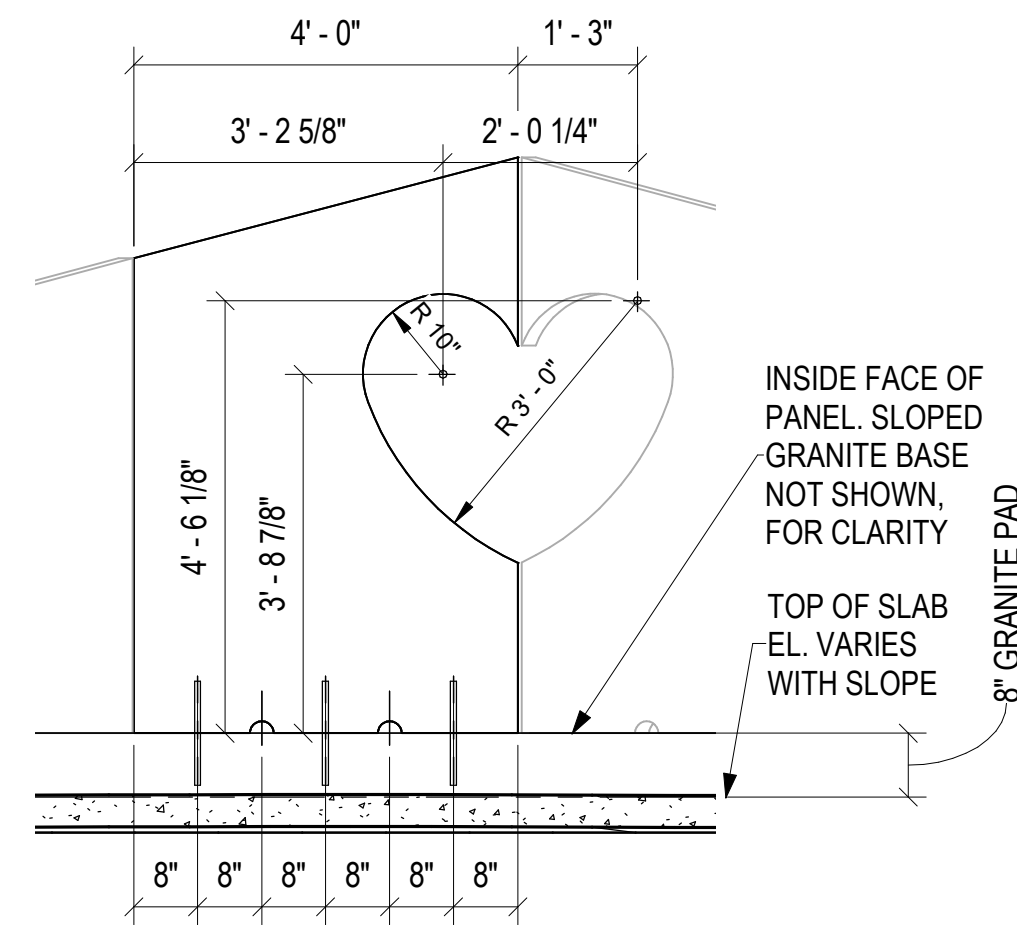
TOP OF SLAB
EL. VARIES
WITH SLOPE

EL. VARIES WITH SLOPE

8" GRANITE PAD

3 S-102b PANEL 3 ELEVATION 1/2" = 1'-0"

PANEL 3 ELEVATION



INSIDE FACE OF
PANEL. SLOPED
GRANITE BASE
NOT SHOWN,
FOR CLARITY

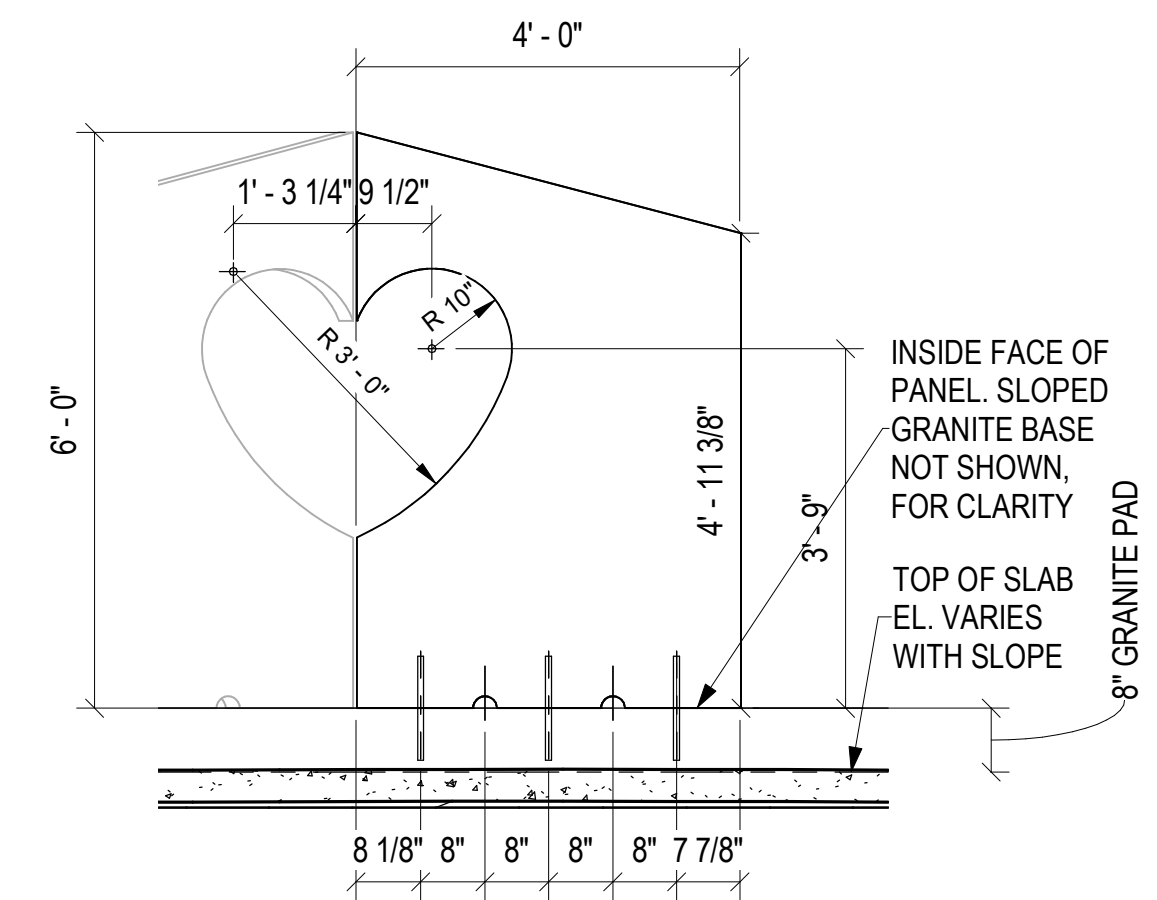
TOP OF SLAB
EL. VARIES

TOP OF SLA
-EL. VARIES

8" GRANITE PAD

2 PANEL 2 ELEVATION

PANEL 2 ELEVATION



INSIDE FACE OF
PANEL. SLOPED
GRANITE BASE
NOT SHOWN,
FOR CLARITY

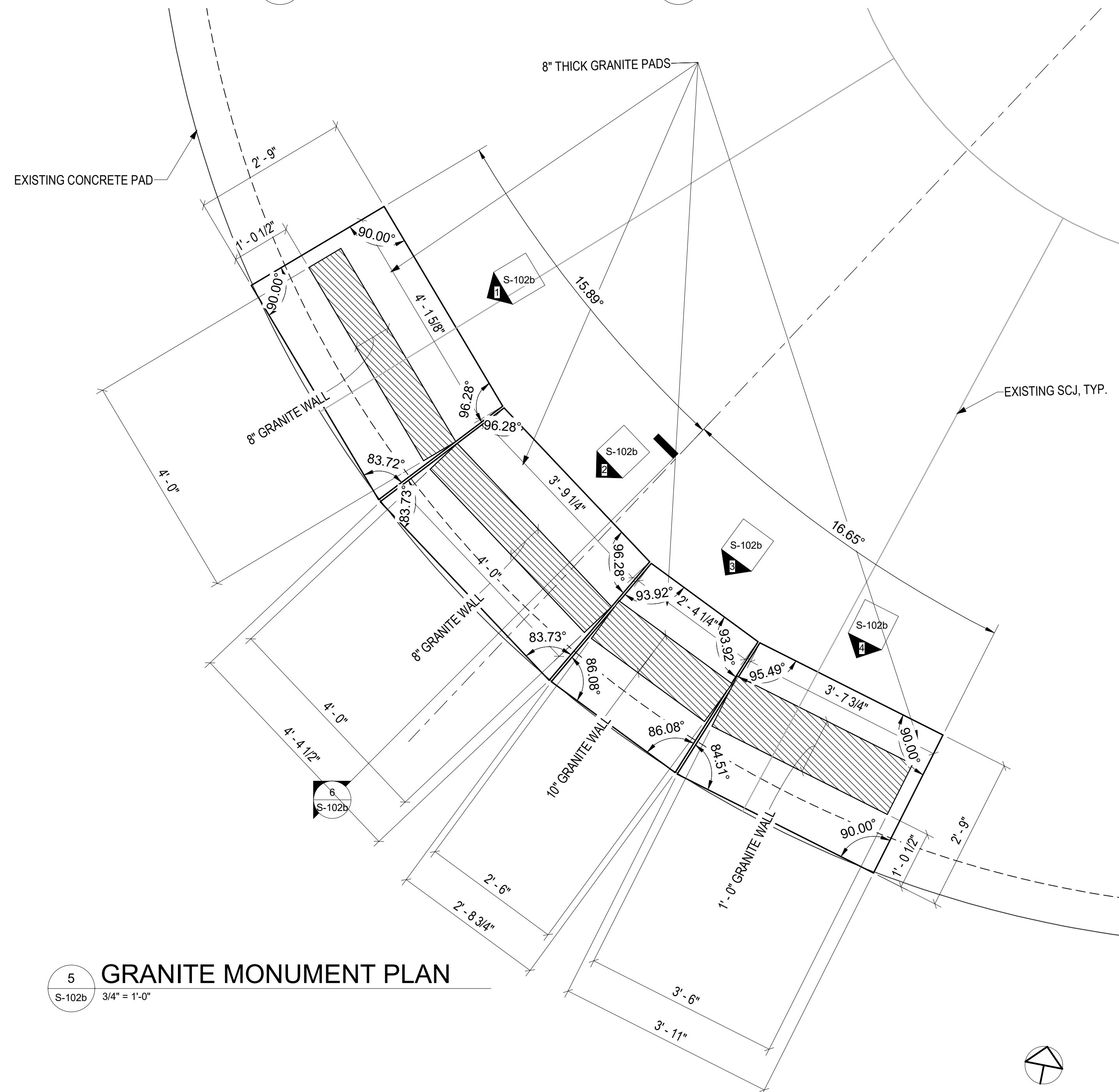
TOP OF SLAB
EL. VARIES

TOP OF SLAB
REL. VARIES

" GRANITE PAD

1 S-102b PANEL 1 ELEVATION 1/2" = 1'-0"

PANEL 1 ELEVATION

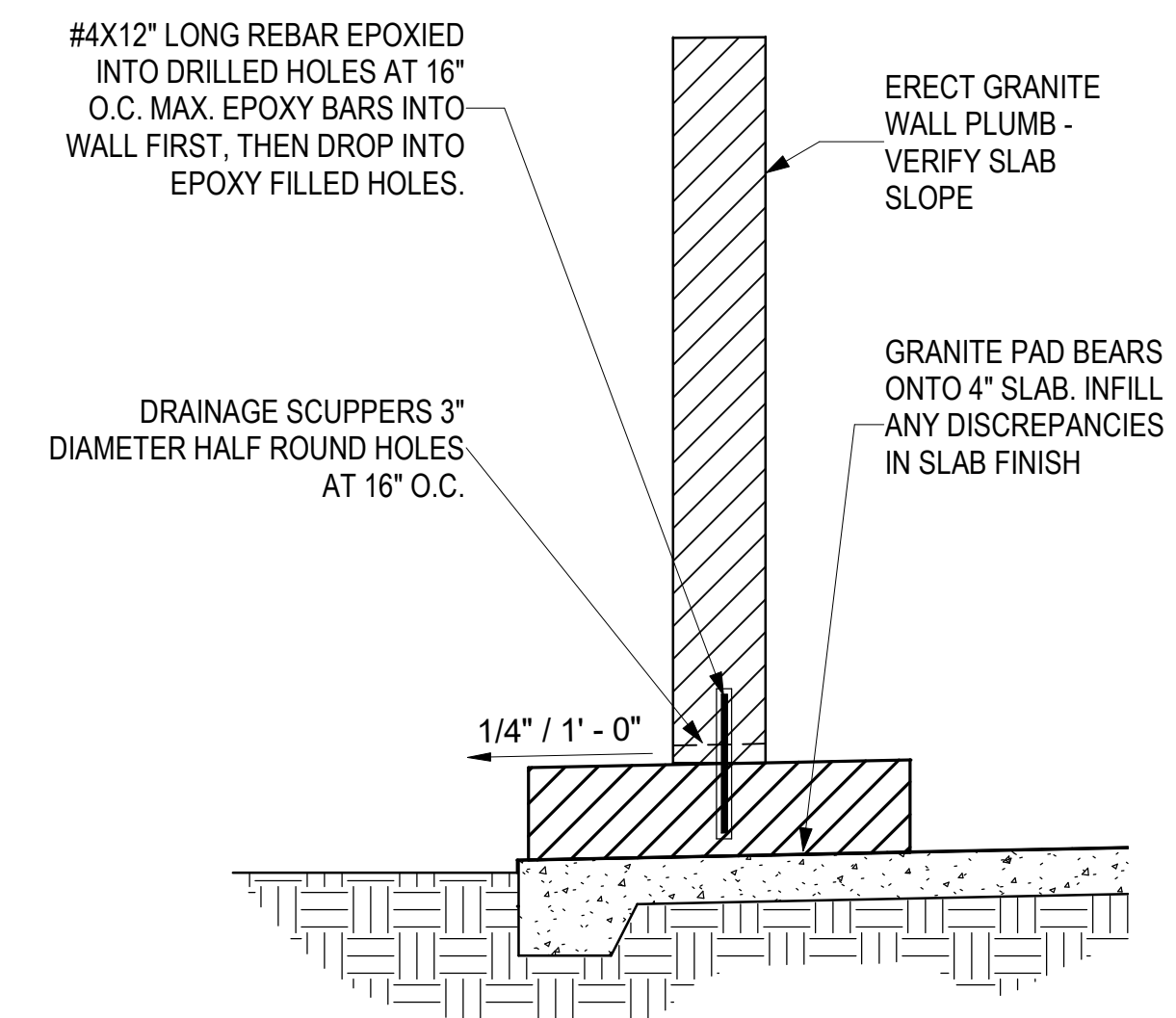


8" THICK GRANITE PADS-

—EXISTING SCJ, TYP.

GRANITE MONUMENT PLAN S-102b 3/4" = 1'-0"

GRANITE MONUMENT PLAN



ERECT GRANITE
WALL PLUMB -
VERIFY SLAB
SLOPE

GRANITE PAD BEARS
ONTO 4" SLAB. INFILL
— ANY DISCREPANCIES
IN SLAB FINISH

DRAINAGE SCUPPERS 3"
DIAMETER HALF ROUND HOLES
AT 16" O.C.

1/4" / 1' - 0"

6 GRANITE WALL/BASE DETAILS

GRANITE WALL/BASE DETAILS



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1316

Agenda Conference

10/20/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT — COUNCIL ON AGING OF WEST FLORIDA, INC.

RECOMMENDATION:

That City Council approve an Agreement for Services between the City of Pensacola and the Council on Aging of West Florida, Inc. for \$70,000 under the Community Development Block Grant (CDBG) Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program 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 the City of Pensacola Strategic Plan Goal #1 Attainable Housing for all Income Levels.

On July 17, 2025, the City Council approved the 2025-26 Community Development Block Grant (CDBG) Annual Action Plan, which included a public service activity for nutritional meal programs for elderly and disabled income-eligible residents for the 2025-26 fiscal year. This annual Agreement with the Council on Aging of West Florida, Inc. will provide nutritional meal services to include Meals on Wheels and Senior Dining site services to eligible City residents.

Last fiscal year, through the Meals on Wheels and Senior Dining sites, the Council on Aging provided 25,580 nutritional meals to income eligible elderly or disabled City residents. As a direct entitlement community, the City of Pensacola is eligible for CDBG funds under Title I of the Housing and Community Development Act of 1974, as amended. A minimum of 70% of CDBG funds must be spent on activities directly benefiting low and moderate income residents (at or below 80% of area median income).

PRIOR ACTION:

July 17, 2025 - City Council approved the 2025-26 CDBG Annual Action Plan

FUNDING:

Budget: \$70,000

Actual: \$70,000

FINANCIAL IMPACT:

No City general funds are required. Funds are available from 2025 CDBG funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator

Tracy C. Pickens, Interim Housing Director

ATTACHMENTS:

1. FY 2025-26 Council on Aging Agreement DRAFT

PRESENTATION: No

**AGREEMENT FOR SERVICES
BETWEEN CITY OF PENSACOLA AND
COUNCIL ON AGING OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, but effective October 1, 2025, 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 Council on Aging of West Florida, Inc. ("Recipient"), non for profit corporation organized under the laws of the State of Florida, located at 875 Royce Street, Pensacola, Florida 32503, (the City and Recipient collectively referred hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the Council on Aging of West Florida, Inc. (COA) provides public service activities through the administration of nutritional service programs for elderly and disabled City residents; and

WHEREAS, the City received and is responsible for the administration of Community Development Block Grant (CDBG) funds (CFDA #14.218), made available through the United States Department of Housing and Urban Development (HUD) and authorized by Title 1 of the Housing and Community Development Act of 1974, as amended: and other Federal legislative actions, as applicable, which may be used for public service activities; and

WHEREAS, the Recipient has agreed to provide nutritional service programs under the CDBG program public service activity through the obligations established under this Agreement for the benefit of City residents; and

WHEREAS, the City desires to enter into an Agreement with the Recipient to provide public service activities through the Recipient's administration of nutritional service programs to City residents; and

WHEREAS, these CDBG funds would provide approximately 13,000 meals for qualified City residents.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions and promises herein contained the appropriation and disbursement of funds by the City now and hereafter made, the parties agree as follows:

Section 1. Recitals: The recitals contained above are hereby declared by the Parties to be true and correct and are incorporated into this Agreement.

Section 2. Term: This Agreement shall be effective for a period beginning the first day of October 2025 and shall terminate on September 30, 2026.

Section 3. Scope of Services: Recipient shall preform all work and services described in, and in accordance with, the Agreement Documents and specifically described in Exhibit "A", Work Program, which by this reference is incorporated into and made part of this Agreement.

Section 4. Compliance with Law: Recipient shall comply with all applicable Federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of this Agreement.

Section 5. Indemnification: Recipient is responsible for and shall indemnify City against all damage or loss caused by fire, theft, or otherwise, to materials, tools, equipment and consumables left on City Property by the Recipient. (See Exhibit C)

Section 6. Compensation: The City agrees to pay Recipient the sum of **\$70,000** solely from available 2026 CDBG funds (Grant #B-25-MC-12-0016) to implement the eligible community development public service activities in accordance with the Agreement Documents.

Section 7. Reimbursement: *Payment will be made on reimbursement basis only* and requests for reimbursement must be submitted in the form and with the content prescribed by the City. The City will pay to the Recipient funds available under this Agreement based on information and documentation (See Exhibit B) submitted by the Recipient to the City, so long as such information and documentation is consistent with any approved budget, HUD regulations and City policies concerning payments. Payments will be made only for eligible expenses actually incurred by the Recipient. If applicable, payments will be adjusted by the City in accordance with program income balances available in Recipient accounts. All funds not expended by September 30, 2026, shall remain in custody of the City. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Recipient. Payments may be contingent upon the certification of the Recipient's financial management system in accordance with the standards specified under generally accepted accounting principles approved by the City and outlined in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference.

Section 8. Appropriation of Funds: Recipient shall commence and complete all work and services pursuant to the Agreement Documents. If the Recipient should fail to satisfactorily perform its duties herein set forth, or in the event that all funds should fail to be or cease to

be provided to the City, then the City may suspend or terminate this Agreement in accordance with 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference, and may reimburse payments that were expended up to the date of termination only.

Section 9. Audit Provision: The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement:

- A. To procure and maintain insurance as described in Exhibit C.
- B. To consent to such audits that the City and/or HUD may require.
- C. To produce all documents required upon request by the City and HUD.
- D. To abide by the requirements established in 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein.
- E. To provide the City with two copies of the financial audit of the program showing the financial affairs of the Recipient during the period of the Agreement which will contain separate analysis indicating the use of CDBG grant funds. The audit will be prepared by an independent certified public accountant or firm and will be provided within ninety (90) days of the end of the Agreement expiration and meet the standards as described in 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein. The Recipient is responsible for costs associated with the above-

mentioned audit, including review of documented procurement policies and procedures for procurement transactions.

F. To abide by the requirements, as applicable, CDBG funds must directly be spent on administrative expenses and projects. Each activity must meet CDBG eligibility requirements and compliance with CDBG primary objectives of benefit to low and moderate-income families. The Recipient will verify with Housing that the activities funded in whole or in part with CDBG funds must benefit low/moderate income residents of the City of Pensacola.

G. Recipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, as applicable.

H. Deposition of program income received by Recipient. All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570 and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, specifically 24 CFR 570.504(c), as applicable. Any CDBG program income received is to be returned to the City.

I. Recipient agrees to comply with applicable uniform administrative requirements as set forth in 24 CFR 570 and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, specifically 24 570.502.

J. Recipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, except

that the Recipient does not assume the City's environmental responsibilities (24 CFR 570.604) and the City's responsibility for initiating the review process under provisions of 24 CFR Part 52 (Intergovernmental Review of HUD Programs and Activities) and successors thereto, all of which are hereby referred to and incorporated by reference herein.

K. Recipient agrees further that it shall be bound by the standard terms and conditions used in the grant Agreement between the City and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or subsequent to the execution of this Agreement by the parties hereto.

L. Subcontracting: None of these services covered by this Agreement shall be subcontracted without approval of the Agreement document and prior written approval of the City.

Section 10. Audit Inspections: The Recipient agrees to maintain such property, personnel, all financial and accounting records, client and other records and documents, papers, maps, photographs, and other materials as are necessary to properly account for all funds expended in performance of the Agreement.

A. Pursuant to Schedule GS-1-SL Item 109 Grant Files: Grant Agency, and successors thereto, all of which are hereby referred to and incorporated by reference. These records and accounts shall be subject at all times to inspection, review, audit for a period of five (5) fiscal years following the termination of this Agreement by both the City and HUD, or recipient shall transfer these records and accounts to the custody of the City in order to insure their accountability for such a

period. However, if any litigation, claim, negotiations, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five fiscal year period whichever is later.

B. Recipient shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements.

C. Any funds expended in violation of this Agreement shall be refunded in full to the City from subsequent requests for payment.

Section 11. Procurement: The Recipient must have documented procurement procedures and shall be required to adhere to procurement requirements as described in 2 CFR Part 200 specifically 2 CFR 200 317-326 including Appendix II of part 200 contract provisions for non-federal entity contracts and known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein in their purchase of materials, supplies, equipment, and services. The Recipient must award contracts only to responsible contractors processing the ability to perform successfully. Records must be maintained to sufficiently document rationale for procurement method, selection of contract type, contractor selection or rejection and basis for contract price,

A. Any purchase or aggregate purchase of \$10,000-\$250,000 (small purchase within the simplified acquisition threshold) will require a formal bid procedure (including advertising and sealed bids using a firm fixed price). Any purchase or

aggregate purchase less the \$10,000 must comply with micro purchase procedures used for procurement.

B. Price and rate quotations shall be obtained from an adequate number of qualified sources. Competitive proposals must be used when sealed bids are not appropriate. For procurement by noncompetitive proposal when items are only available from a single source one or more of the following must apply:

1. Available only through a single source;
2. Public exigency or emergency will not permit delay required for competition;
3. Awarding agency has expressly authorized a noncompetitive process or after the solicitation of a number of sources;
4. After solicitation of a number of sources, competition is deemed inadequate.

C. Recipient must take affirmative steps to insure small and minority businesses, women owned businesses and labor surplus area firms are used when possible.

D. Procurement must be conducted in a manner that provides full and open competitions. Recipient must make available, upon request, technical specifications of proposed procurement to ensure the item or service is the one proposed for acquisition.

E. Written procedures that ensure clear and accurate description of the technical requirements for materials, products and services including identifying all the requirements that offerors must fulfill and all others factors to be used in evaluating

bids and proposals. All materials related to procurement and acquisition shall be made available by Recipient to City/HUD for audit purposes upon request.

Section 12. Termination: The City may terminate this Agreement in accordance with 2 CFR 200 and successors thereto, in whole or in part and may recover any CDBG funds at its discretion, if Recipient:

- A. Violates any provision of this Agreement; or
- B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended ;or
- C. Violates any applicable regulations or terms and conditions of approval of the applications that HUD has issued or shall subsequently issue during the period of the Agreement; or
- D. Fails to complete performance in a timely manner.

Either party may terminate this Contract with or without cause by providing thirty (30) days prior written notice of such termination.

Section 13. Notice: All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by registered mail or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, if by mail, on the date of actual or courier deposit (pickup) date. Notice shall be addressed to the following:

City of Pensacola	Ursula Jackson City of Pensacola 420 W. Chase Street Pensacola, FL 32521-0031 Phone (850) 858-0319 Email: ujackson@cityofpensacola.com
-------------------	---

Sub Grantee/
Recipient

Joshua D. Newby, President/CEO
875 Royce Street
P.O. Box 17066
Pensacola, FL 32522-7066

Section 14. Nepotism: The Recipient agrees to abide by the provisions of Section 112.3135 *Florida Statutes*, and successors thereto, pertaining to nepotism their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

Section 15. Housing and Urban Development Act of 1968 Section Three Clause: The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause and successors thereto, all of which is hereby referred to and incorporated herein.

Section 16. Equal Employment Opportunity: The Recipient agrees to abide by the Equal Employment Opportunity Clause for Agreements Subject to Executive Orders No. 11246, 11478, and 136752 and successors thereto, all of which is hereby referred to and incorporated by reference herein.

Section 17. Conflict of Interest: In procurement of supplies, equipment, construction and services by Recipients and sub recipients, the conflict-of-interest provisions of in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference herein specifically 2 CFR 200.317 and 200.318.

A. In all cases not governed by 2 CFR 200, the provisions of 24 CFR 570.611 and successors thereto, all of which are hereby referred to and incorporated by reference herein shall apply. Such cases include the acquisition and deposition of

real property and the provision of assistance by the Recipient by its sub recipient or to individuals , businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202, or grants, loans or other assistance to businesses, individuals and other private entities pursuant to 24 CFR 570.203,570.204, 570.703.i).

B. Conflicts Prohibited. Except for approved eligible administrative or personnel costs, the general rule is that no person described in the following paragraph (Persons Covered) who exercise or have exercised any functions or responsibilities with respect to CDBG or sub-grantee activities assisted under this part or who are in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have interest in any agreement, subcontract or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. Persons Covered. The conflict-of-interest provisions of the above paragraph (Conflict Prohibited) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Recipient or any designated public agencies or sub recipients which are receiving funds under this part. Written standards of conduct covering organizational conflicts of interest are required and must include disciplinary actions for violations of standards of conduct.

Section 18. Necessary Approvals: Recipient shall procure all permits, licenses and certificates or any approvals in performance and completion of this Agreement as may be required by Federal, State, and local laws, ordinances, rules and regulations and in accordance with Agreement documents.

Section 19. No Waiver: No waiver, alterations consent or modification of any of the provisions of the Agreement Documents shall be binding unless in writing and signed by the Mayor. An annual adjustment to estimated costs and /or estimated units in Exhibit A, VI, Budget that does not change the overall sum set out in Section 5 Compensation of the Agreement shall not be subject to this Section.

Section 20. Miscellaneous Provision: This Agreement is governed and construed and enforced according to the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the state courts of Escambia County, State of Florida, and each party waived the right to change of venue. The Recipient agrees to comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations. Any conflict or inconsistencies between the above Federal, State, or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

Section 21. Nondiscrimination: Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability in performance of this Agreement.

Section 22. Public Records: 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 119.0704, *Florida Statutes*, and obligations

respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specially that the contracting parties hereto shall comply with requirements within Attachment "A" attached hereto and incorporated by reference.

Section 23. 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.

Section 24. Entire Agreement: This instrument and its attachments constitute the sole and only Agreement of the parties relating to the subject matter hereof and correctly set forth rights, duties, and obligations of each to the other as of its date. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

**[SIGNATURE PAGE TO FOLLOW]
Remaining Page Intentionally left blank**

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

RECIPIENT

CITY OF PENSACOLA

Council on Aging of West Florida, Inc.,
a Florida non-profit corporation

By: _____
Joshua D. Newby,
President/CEO

By: _____
D.C. Reeves, Mayor

Attest:

City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

Housing Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant shall comply with Chapter 119, Florida Statutes. Specifically, Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant 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 Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

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

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

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A Work Program

I. SCOPE OF SERVICES

The **Council on Aging of West Florida, Inc. (COA)**, is a private, non-profit agency dedicated to providing direct and indirect services for older citizens of Escambia County, Florida. The COA has a voluntary Board of Directors whose members make policy and set direction for the organization. Services by the COA will be provided to low or moderate income persons living within the city limits of the City of Pensacola.

The following services will be available:

- A. Meals on Wheels - Meals on Wheels is a nutrition program designed for the homebound elderly. Each person is provided with a nutritionally balanced meal(s), which consists of one-third minimum daily nutritional requirement for persons of age 60 and over.
- B. Senior Dining Sites – Senior Dining Site meals are available at ten (10) sites throughout Escambia County and provide good fellowship and a noontime meal (one-third minimum daily requirement). Five (5) meal sites are currently located within the City. They include the following locations and census tracts:

<u>Location</u>	<u>Census Tract</u>
Bayview Senior Center	9
Cobb Center	6
Fricker Center	4
Westminster Retirement Village	4
Council on Aging of West Florida	1
Gull Point	11

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisement and/or promotion a statement that whole or partial funding of the project is supplied by the City of Pensacola's Community Development Block Grant, or wording to that effect. Each activity funded in part or whole with Community Development dollars must identify benefit to low or moderate income families* (either direct or area benefit) or aid in the prevention or elimination of slum and blight.

*A low or moderate income person or household under the CDBG program means a person or household whose income is within the limits defined below adjusted for family size (at or below 80% of area median income):

**2025 INCOME GUIDELINES
CDBG effective date 6/1/25**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% AMI LIMITS	80% AMI LIMITS
1	\$20,650	\$34,350	\$54,950
2	23,600	39,250	62,800
3	26,550	44,150	70,650
4	29,450	49,050	78,500
5	31,850	53,000	84,800
6	34,200	56,900	91,100
7	36,550	60,850	97,350
8	38,900	64,750	103,650

Income limits as released annually by HUD are provided above and may be updated without formal contract amendment with written notification from the City contract manager.

III. RECIPIENT INFORMATION:

ADDRESS: P.O. Box 17066
Pensacola, Florida 32522-7066

CONTACT PERSON: Joshua D. Newby

TITLE: President/CEO

PHONE: (850) 432-1475

IV. MONTHLY STATUS REPORTS

- A. A monthly status report is due each month during the contract period and shall continue until all information concerning the project has been received by the City.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.
- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible projects or program costs.

- D. Monthly reports are due for each month for the period of time covered by each pay request. Requests for payment will not be processed unless up-to-date monthly reports have also been submitted.
- E. Monthly reports not submitted shall give cause for further payments to the Recipient being withheld (a sample report is attached).

V. QUARTERLY BENEFICIARY REPORTS

- A. A quarterly beneficiary report is due for each quarter during the contract period and will be reported for each month in the reported quarter.
- B. The quarterly report must identify each project/activity undertaken, service, or participant (if applicable) by address, census tract, race, gender, income (30% AMI, 50% AMI, or 80% AMI), number in household, type of assistance, frequency of assistance, and benefit to low/moderate income family or persons (either direct or area) for reported period (a sample report form is attached).
- C. The quarterly report is due within twenty (20) working days after the reported quarter.
- D. Each quarterly report should report cumulative unduplicated clients for the year by quarter. The first quarter report would cover $\frac{1}{4}$ of the year, the second quarter would cover $\frac{1}{2}$ of the year, the third quarter report would include $\frac{3}{4}$ of the year and the fourth quarter would include the total year's unduplicated clients. This report should also include Race/Ethnicity and Income Level divided by type of services specified in Part I above for all reported unduplicated clients.
- E. A year end summary report of all clients assisted under this grant with race, income, and gender demographics together with a narrative summary of accomplishments shall be provided. The year-end summary is due by the second Friday in November to the City contract manager for annual reporting to HUD. The reporting period covers clients assisted annually from October 1 through September 30.

VI. BUDGET

The Recipient shall adhere to the following budget in performing the services required under this Agreement:

Service	Estimated* per unit cost	Estimated* # of Units	Total Cost of Service
Meals on Wheels and Senior Dining Site Meals	\$5.35 (for period covering 10/1/25-9/30/26)	13,084	\$70,000

Total Available Cost of Services \$70,000

*All units of service are *estimated* based on current costs per unit of service and subject to adjustment. Services of Meals on Wheels and Senior Dining Site Meals Estimated Per Unit Cost may be adjusted upon request of the Vendor and agreement of the Recipient during the term of this Agreement; the remainder of the Agreement shall remain in full force and effect. Total Cost of Service may not exceed \$70,000. A copy of the Vendor's request to Recipient for the Per Unit Cost shall be provided to Housing Department prior to its effective date.

VII. AUDIT REQUIREMENTS

The Recipient shall provide Housing with an audit report showing the financial affairs of the Recipient during the period of the Agreement.

VIII. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the budget (Section VI). Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure. Requests for payment will not be honored if received by the Housing Department later than thirty (30) days after the expiration date of this agreement. All expenses must have incurred during the Agreement term to be eligible for reimbursement. Requests by the Recipient for payment shall be accompanied by proper documentation and shall be submitted to Housing for approval no later than thirty (30) days after the last date covered by the request. For purposes of this Section, copies of invoices, canceled checks/bank statements shall be submitted within thirty (30) days after each pay request, and paid receipts shall be considered proper documentation for verification of spending. (See Exhibit B)

IX. PROJECT EVALUATION, MONITORING AND REVIEW

- A. This program may be monitored during the period of the Agreement. The Recipient shall provide any reasonable information and/or materials, including personnel records and procurement records as required in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference, to the person monitoring the project to aid in the assurance that the Agreement is being adhered to in a legal manner.
- B. The City Housing Department reserves the right to evaluate and review this Agreement and its effectiveness. If found not to be effective, legal changes will be made to the Agreement or the Agreement may be terminated according to Section 12, Termination.

Exhibit B
Forms and Reports

PAYMENT REQUEST FORM

NAME: _____ REQUEST NUMBER: _____

ADDRESS: _____ PHONE NUMBER: _____

Date Payment Request Submitted: _____

Date Payment Desired: _____

- | | | |
|----|---|----------|
| 1. | Total Amount of Funds Budgeted | \$ _____ |
| 2. | Total Funds Received to Date | \$ _____ |
| 3. | Total Funds Remaining in Budget | \$ _____ |
| 4. | Total Funds to be Received from this Request
(Must attach invoices, checks & receipts) | \$ _____ |
| 5. | Remaining Balance after this Request | \$ _____ |

I certify that the reported data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

Authorized Signature

Title

COMMENTS:

BANK _____ ACCOUNT

MONTHLY STATUS REPORT

REPORT NO. _____

TO: CITY OF PENSACOLA
HOUSING DEPARTMENT

FROM: _____

PROJECT: _____

REPORT PERIOD: _____ TO: _____

DATE SUBMITTED: _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR/EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET, IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

AGREEMENT AMOUNT \$70,000.00

Month of _____, 20____

ITEM

COST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total Expenditures this Period

\$ _____

Remaining Agreement Amount

Balance End of this Reporting Period

\$ _____

COMMENTS: _____

I certify that to the best of my knowledge the data reported is correct.

Date

Authorized Signature

Title

(Include all cancelled checks/bank statements and paid receipts for verification of spending during the reporting period.)

Exhibit C

INSURANCE AND INDEMNIFICATION

Before starting and until termination of work for, or on behalf of the Owner, the Contractor shall procure and maintain insurance of the types and limits specified.

The term Owner, as is used in this section of the Contract, is defined to mean the City of Pensacola, itself, 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 Owner, for the Owner'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 and Automobile Liability Coverage

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. **The City 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 Owner 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. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations and independent contractors,. Minimum limits of \$1,000,000 per occurrence, and in the aggregate must be provided. The coverage shall be written on occurrence-type basis.

Automobile Liability coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned or hired automobiles. Minimum \$500,000 combined single limit to be provided.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the Owner shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The Owner shall be named as an Additional Insured** and this contract shall be listed. If required by the Owner, 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 Owner, an ACORD 25. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the Owner and shall file with the Owner, 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 Owner, the Contractor shall, upon instructions of the Owner, cease all operations under the Contract until directed by the Owner 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 Owner. 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 OWNER

The Contractor agrees to pay on behalf of the Owner, as well as provide a legal defense for the Owner, both of which will be done only if and when requested by the Owner, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

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

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: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1337

Agenda Conference

10/20/2025

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 \$500 to The Watson Family Foundation 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.

The Watson Family Foundation was created in 2016 with the opening of the Watson Firm, PLLC. Attorney Aaron Watson and his wife, Kimberly, were so moved by the community's support upon opening their law firm that they immediately began looking for meaningful ways to give back. The Watson Firm soon became known for its annual Thanksgiving Dinner Giveaway and its Backpack Giveaway. Guided by generational values, the Watsons believe in continuing their family legacy of faith-based outreach, community service and mentorship. The Watson Family Foundation's mission is to help bridge the gap that separates deserving families from the support needed to guide them toward leading thriving lives. Funding will be used towards their 9th Annual Thanksgiving Dinner Giveaway to be held Friday, November 21, 2025 at the Pensacola Interstate Fairgrounds.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget: \$ 10,200 FY 2025 District 6 Discretionary Funds Balance
 10,700 FY 2026 District 6 Discretionary Funds Balance
 \$ 20,900

Actual: \$ 500 Watson Family Foundation

FINANCIAL IMPACT:

A balance of \$10,200 is currently within the FY 2025 District 6 Discretionary Fund Account and \$10,700 is within the FY 2026 District 6 Discretionary Fund Account for a total of \$20,900.

Upon approval by City Council, a balance of \$20,400 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 #: 25-1340

Agenda Conference

10/20/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE
BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of \$1,000 to the African American Heritage Society and \$1,500 to the Black Naval Aviators Association from the City Council Discretionary Funds for District 5.

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.

Founded in 1990, the African American Heritage Society, Inc. strives to preserve, promote, educate and integrate African American history, heritage, culture and diversity in Pensacola and the Greater Gulf Coast Region and to continue to lead the area in supporting and promoting Cultural Tourism through education and the humanities. The Society has offered retrospective exhibits in the visual arts and humanities, performing arts programs, cultural festivals, as well as educational lectures, all highlighting a broad spectrum of the African American unique and creative influences and contributions to American life. The Society will be hosting their 35th Anniversary Gala on November 15, 2025. Funds will be used to offset costs associated with this event.

The mission of the Black Naval Aviators Association is to strengthen the Naval aviation community by fostering a supportive environment for naval aviator families, inspiring and equipping future generations of diverse naval aviators and fostering professional development and mentorship across different career stages. The Black Naval Aviators Association will hold a reunion centered on honoring history while also inspiring the next generation. A key feature of their gathering is their community youth engagement program, where they visit a local middle school to encourage students to explore aviation careers and opportunities in Naval

Aviation. This year, they will be visiting Bellview Middle School to continue their mission of mentorship and outreach and hope to provide a couple of Kids Discovery Flights this year as well as hosting a Recognition Event on November 7, 2025, honoring the legacy of various African American Aviators. Funds will be used to help offset costs associated with this event.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 3,807	FY 2025 District 5 Discretionary Funds Balance
	<u>10,700</u>	FY 2026 District 5 Discretionary Funds Balance
	<u>\$ 14,507</u>	
Actual:	\$ 1,000	African American Heritage Society
	<u>1,500</u>	Black Naval Aviators Association
	<u>\$ 2,500</u>	

FINANCIAL IMPACT:

A balance of \$3,807 is currently available within the FY 2025 District 5 Discretionary Fund Account and \$10,700 is available within the FY 2026 District 5 Discretionary Fund Account for a total of \$14,507. Upon approval by City Council, a balance of \$12,007 will remain in the District 5 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 #: 25-1358

Agenda Conference

10/20/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY — SIX PARCELS
AT TWO LOCATIONS ON BAPTIST LEGACY CAMPUS

RECOMMENDATION:

That City Council declare as surplus the real property located on the periphery of the Baptist Legacy Campus as denoted below and authorize the Mayor to dispose of the parcels via open bid with the engagement of a real estate firm for listing the parcels and/or via direct negotiation, in keeping with Council policy for disposition of real property. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the transactions consistent with the Mayor's Executive Powers as granted by the City Charter.

The six parcels for surplus are (with address and Parcel ID Nos.):

801 West Avery Street | 00-0S-00-9050-008-040

1720 North E Street | 00-0S-00-9050-009-040

800 Block West Avery Street | 00-0S-00-9050-010-040

1901 North E Street | 18-2S-30-6000-011-013

1900 Block North F Street | 18-2S-30-6000-020-013

908 West Lakeview Street | 18-2S-30-6000-014-013

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Goals #4 Resilient Waterfronts and Neighborhoods and #5: More Walkable, Mixed Use Districts.

The real property being surplussed was part of the donation agreement with Baptist Healthcare for the Baptist Legacy Campus centered on the 1000 West Moreno Street main hospital site. The six parcels are located at two different locations, with three connected parcels at both the northern and western sides of the main campus. The parcels total approximately 1.95 acres, comprising two city-block halves, and are all zoned R-2 (Residential/Office). Most of the parcels are improved with buildings and parking areas. The total assessed value of all six parcels is approximately \$1.5 million, based data from the Escambia County Property Appraiser's website.

The City has the disposition option of listing the parcels for sale via an open bid process, with a realtor engaged for pricing, marketability, and access services. These parcels have also been part of discussions with the Escambia County Board of County Commissioners regarding a redevelopment agreement for a portion of the campus, so direct negotiation is also a disposition option for one or more of these parcels at this time. Prior to this meeting, notices were mailed to property owners within the 300-ft radius of the parcels, per Council policy regarding disposition of real property. Also, in keeping with policy, the parcels were reviewed via Ordinance No. 25-20 (the "Sensitive Properties Ordinance") for historical or environmental significance requiring the retention of the parcels and on whether the properties are waterfront or with a water view, of which there were no findings.

PRIOR ACTION:

April 24, 2025 - City Council approved the donation agreement with Baptist Healthcare, et. al for the Baptist Legacy Campus.

September 11, 2025 - City Council approved the amended donation agreement with Baptist for the campus, which included the addition of the six parcels.

FUNDING:

N/A

FINANCIAL IMPACT:

The revenue generated from the disposition of these parcels via direct sale is unknown at this time, but may be over \$1.5 million, based on the total assessed value of all six parcels on the Escambia County Property Appraiser's website. These funds could be used for future redevelopment efforts at the campus.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/8/2025

STAFF CONTACT:

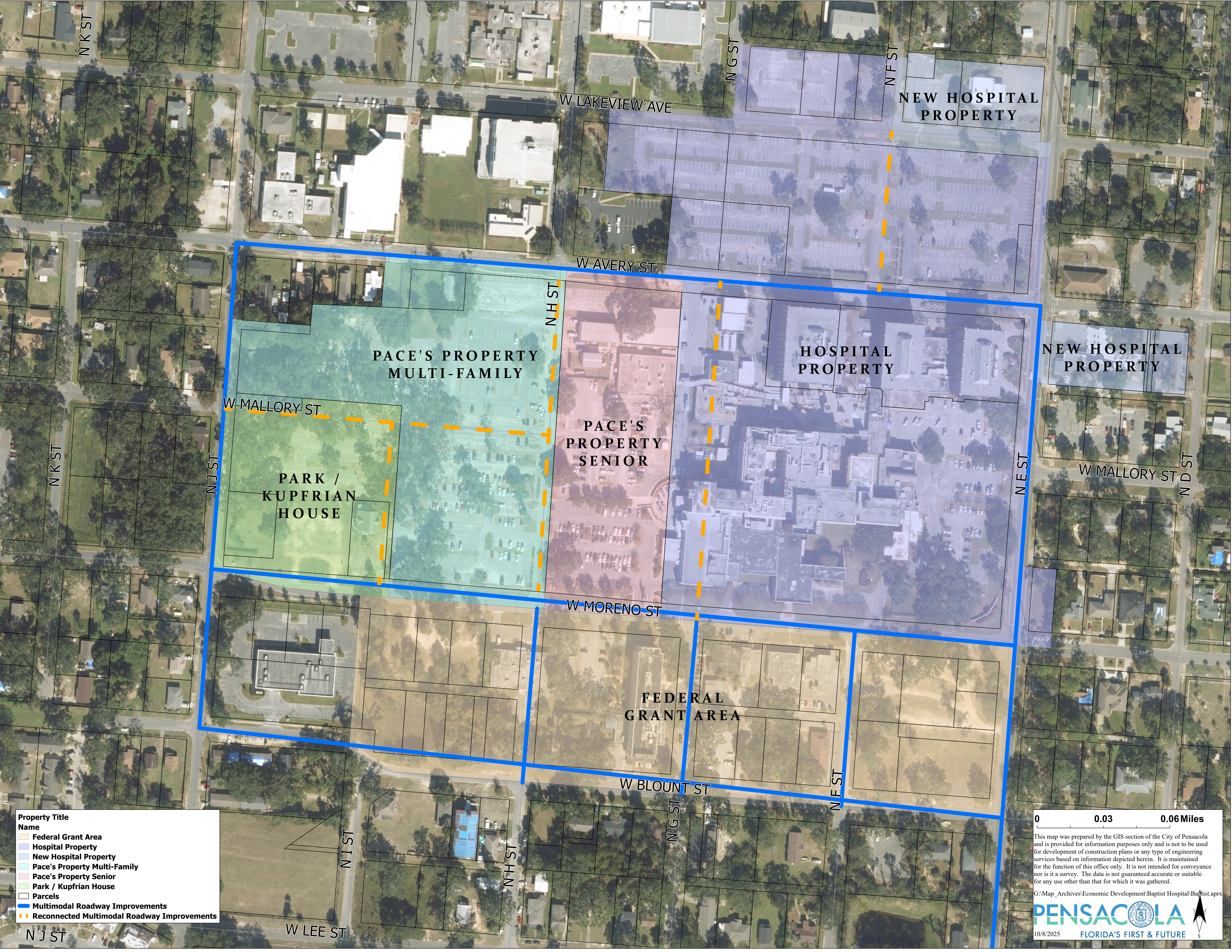
Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Baptist Legacy Campus Parcels - GIS
2. Property Appraiser Info - 801 W AVERY ST
3. Property Appraiser Info - 1720 N E ST
4. Property Appraiser Info - 800 BLK W AVERY ST

- 5. Property Appraiser Info - 1901 N E ST
- 6. Property Appraiser Info - 1900 BLK N F ST
- 7. Property Appraiser Info - 908 W LAKEVIEW ST

PRESENTATION: No



Property Title Name

- Federal Grant Area
- Hospital Property
- New Hospital Property
- Pace's Property Multi-Family
- Pace's Property Senior
- Park / Kupfrian House
- Parcels
- Multimodal Roadway Improvements
- Reconnected Multimodal Roadway Improvements

0 0.03 0.06 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\Economic Development\Baptist Hospital\Baptist.aprx

PENSACOLA
FLORIDA'S FIRST & FUTURE

10/8/2025



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

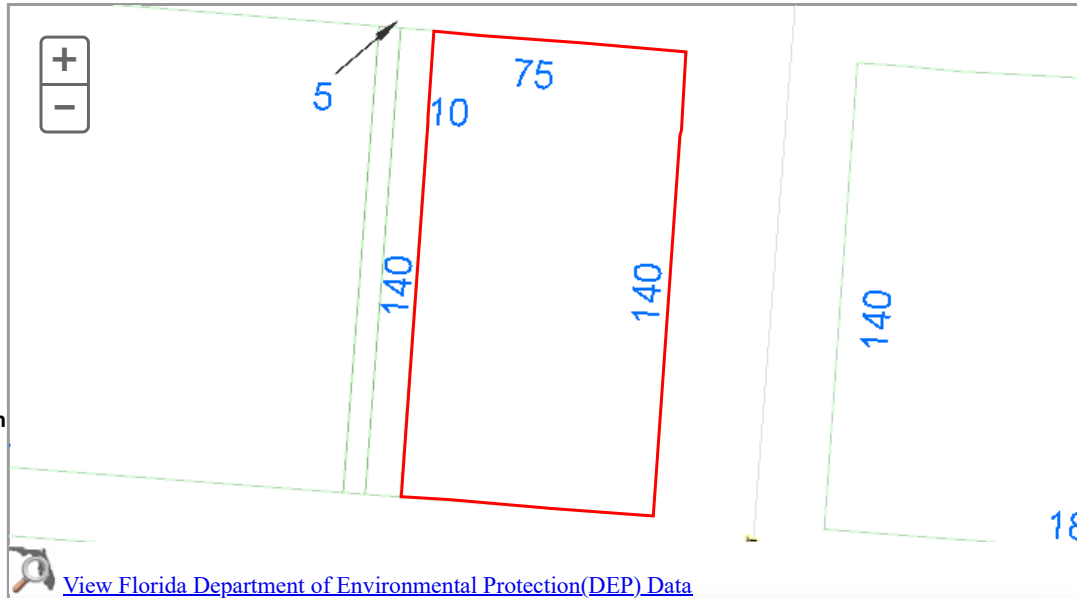
General Information Parcel ID: 000S009050008040 Account: 144069500 Owners: BAPTIST HEALTH CARE INC Mail: C/O BAPTIST CORPORATE ADMINISTRATION 125 BAPTIST WAY, SUITE 6A PENSACOLA, FL 32503 Situs: 801 W AVERY ST 32501 Use Code: PROFESSIONAL BLDG. Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open 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>2025</td> <td>\$31,500</td> <td>\$302,738</td> <td>\$334,238</td> <td>\$334,238</td> </tr> <tr> <td>2024</td> <td>\$31,500</td> <td>\$291,887</td> <td>\$323,387</td> <td>\$323,387</td> </tr> <tr> <td>2023</td> <td>\$31,500</td> <td>\$287,813</td> <td>\$319,313</td> <td>\$319,313</td> </tr> </tbody> </table> Open TRIM Notice Tax Estimator Change of Address Report Storm Damage Enter Income & Expense Survey Download Income & Expense Survey					Year	Land	Imprv	Total	Cap Val	2025	\$31,500	\$302,738	\$334,238	\$334,238	2024	\$31,500	\$291,887	\$323,387	\$323,387	2023	\$31,500	\$287,813	\$319,313	\$319,313																						
Year	Land	Imprv	Total	Cap Val																																																	
2025	\$31,500	\$302,738	\$334,238	\$334,238																																																	
2024	\$31,500	\$291,887	\$323,387	\$323,387																																																	
2023	\$31,500	\$287,813	\$319,313	\$319,313																																																	
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>11/15/2022</td> <td>8899</td> <td>1852</td> <td>\$100</td> <td>QC</td> <td>Y</td> <td></td> </tr> <tr> <td>10/1996</td> <td>4062</td> <td>525</td> <td>\$100</td> <td>WD</td> <td>N</td> <td></td> </tr> <tr> <td>08/1996</td> <td>4029</td> <td>50</td> <td>\$280,000</td> <td>WD</td> <td>N</td> <td></td> </tr> <tr> <td>12/1983</td> <td>1850</td> <td>668</td> <td>\$165,000</td> <td>WD</td> <td>Y</td> <td></td> </tr> <tr> <td>06/1979</td> <td>1346</td> <td>497</td> <td>\$100</td> <td>WD</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	11/15/2022	8899	1852	\$100	QC	Y		10/1996	4062	525	\$100	WD	N		08/1996	4029	50	\$280,000	WD	N		12/1983	1850	668	\$165,000	WD	Y		06/1979	1346	497	\$100	WD	N		2025 Certified Roll Exemptions FRATERNAL AND OTHER Legal Description E1/2 OF LT 8 AND ALL LTS 9 & 10 BLK 2 ENGLEWOOD HEIGHTS S/D PLAT DB 59 P 107 ALSO E1/2 OF LT 16 AND ALL LTS 17... Extra Features ASPHALT PAVEMENT CONCRETE PAVING CONCRETE WALKS MASONRY WALL/FENCE				
Sale Date	Book	Page	Value	Type	Multi Parcel	Records																																															
11/15/2022	8899	1852	\$100	QC	Y																																																
10/1996	4062	525	\$100	WD	N																																																
08/1996	4029	50	\$280,000	WD	N																																																
12/1983	1850	668	\$165,000	WD	Y																																																
06/1979	1346	497	\$100	WD	N																																																
Parcel Information							Launch Interactive Map																																														

Section
Map Id:
[CA108](#)

Approx.
Acreage:
0.2318

Zoned: 
R-2

Evacuation
& Flood
Information
[Open](#)
[Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

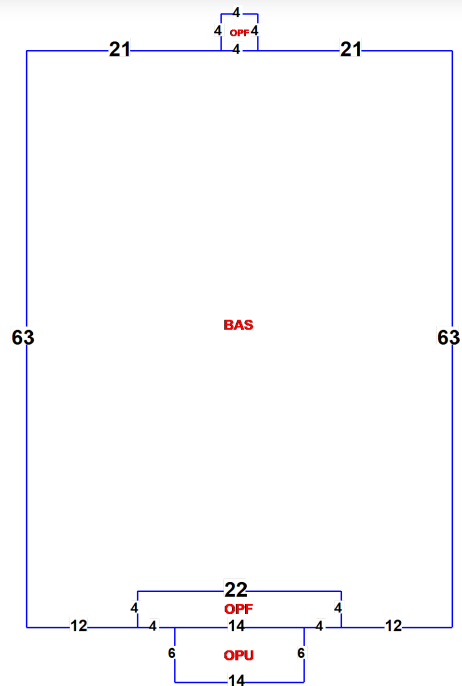
Address: 801 W AVERY ST, Improvement Type: OFFICE/MEDICAL, Year Built: 1967, Effective Year: 1990, PA Building ID#: 24136

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-BRICK-FACE/VENEER
FLOOR COVER-HARDWOOD
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-PANEL-CUSTOM
NO. PLUMBING FIXTURES-16
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP-HI PITCH
STORY HEIGHT-8
STRUCTURAL FRAME-WOOD FRAME

Areas - 2998 Total SF

BASE AREA - 2810
OPEN PORCH FIN - 104
OPEN PORCH UNF - 84



Images



5/9/2024 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.

Last Updated: 10/08/2025 (tc.9277)



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

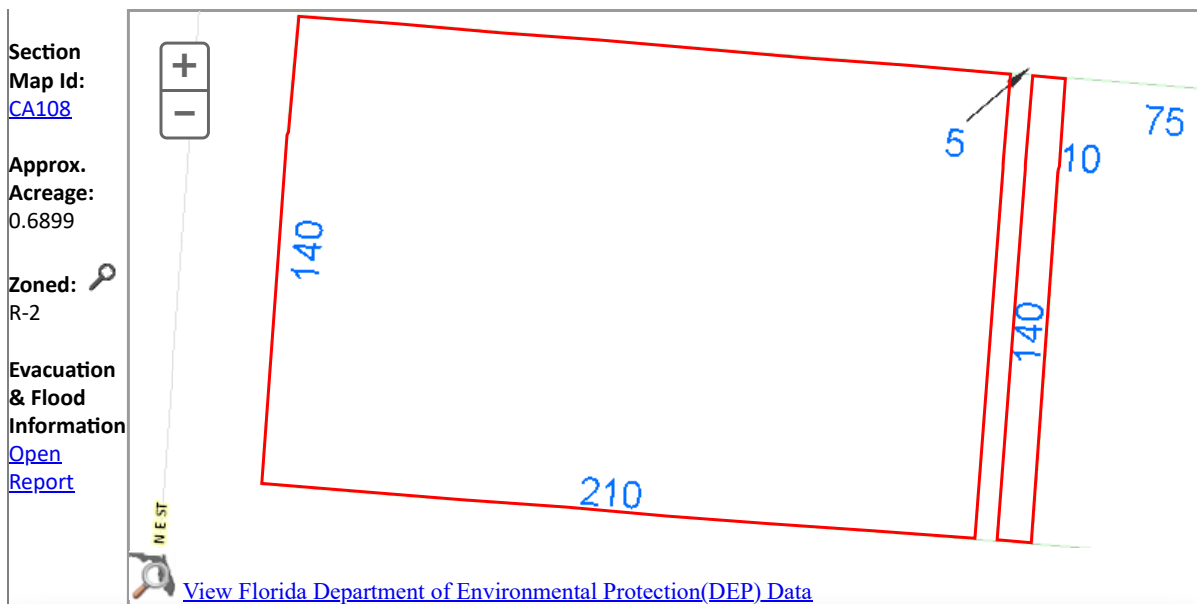
Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

General Information Parcel ID: 000S009050009040 Account: 144070250 Owners: BAPTIST HEALTH CARE INC Mail: C/O BAPTIST CORPORATE ADMINISTRATION 125 BAPTIST WAY, SUITE 6A PENSACOLA, FL 32503 Situs: 1720 N E ST 32501 Use Code: PROFESSIONAL BLDG. 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>2025</td> <td>\$78,540</td> <td>\$765,472</td> <td>\$844,012</td> <td>\$844,012</td> </tr> <tr> <td>2024</td> <td>\$78,540</td> <td>\$737,779</td> <td>\$816,319</td> <td>\$816,319</td> </tr> <tr> <td>2023</td> <td>\$78,540</td> <td>\$727,382</td> <td>\$805,922</td> <td>\$805,922</td> </tr> </tbody> </table> Open TRIM Notice Tax Estimator Change of Address Report Storm Damage Enter Income & Expense Survey Download Income & Expense Survey					Year	Land	Imprv	Total	Cap Val	2025	\$78,540	\$765,472	\$844,012	\$844,012	2024	\$78,540	\$737,779	\$816,319	\$816,319	2023	\$78,540	\$727,382	\$805,922	\$805,922																						
Year	Land	Imprv	Total	Cap Val																																																	
2025	\$78,540	\$765,472	\$844,012	\$844,012																																																	
2024	\$78,540	\$737,779	\$816,319	\$816,319																																																	
2023	\$78,540	\$727,382	\$805,922	\$805,922																																																	
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>11/15/2022</td> <td>8899</td> <td>1852</td> <td>\$100</td> <td>QC</td> <td>Y</td> <td></td> </tr> <tr> <td>12/2006</td> <td>6056</td> <td>976</td> <td>\$750,000</td> <td>WD</td> <td>Y</td> <td></td> </tr> <tr> <td>10/1982</td> <td>1698</td> <td>902</td> <td>\$100</td> <td>WD</td> <td>Y</td> <td></td> </tr> <tr> <td>09/1981</td> <td>1581</td> <td>76</td> <td>\$100</td> <td>WD</td> <td>N</td> <td></td> </tr> <tr> <td>01/1976</td> <td>1029</td> <td>552</td> <td>\$40,000</td> <td>WD</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	11/15/2022	8899	1852	\$100	QC	Y		12/2006	6056	976	\$750,000	WD	Y		10/1982	1698	902	\$100	WD	Y		09/1981	1581	76	\$100	WD	N		01/1976	1029	552	\$40,000	WD	N		2025 Certified Roll Exemptions FRATERNAL AND OTHER Legal Description LTS 1 THRU 7 & W1/2 OF LT 8 BLK 2 ENGLEWOOD HTS S/D PLAT DB 59 P 107 ALSO LTS 9 THRU 15 & W 1/2 OF LT 16 BLK 40... Extra Features ASPHALT PAVEMENT				
Sale Date	Book	Page	Value	Type	Multi Parcel	Records																																															
11/15/2022	8899	1852	\$100	QC	Y																																																
12/2006	6056	976	\$750,000	WD	Y																																																
10/1982	1698	902	\$100	WD	Y																																																
09/1981	1581	76	\$100	WD	N																																																
01/1976	1029	552	\$40,000	WD	N																																																
Parcel Information							Launch Interactive Map																																														



Buildings

Address: 1720 N E ST, Improvement Type: OFFICE/MEDICAL, Year Built: 1958, Effective Year: 1990, PA Building ID#: 24137

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-0

EXTERIOR WALL-STUCCO OV BLOCK

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-16

NO. STORIES-1

ROOF COVER-BLT UP ON WOOD

ROOF FRAMING-HIP

STORY HEIGHT-10

STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 9934 Total SF

BASE AREA - 9706

OPEN PORCH FIN - 228

Images



5/9/2024 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.

Last Updated: 10/08/2025 (tc.9271)



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

General Information	
Parcel ID:	000S009050010040
Account:	144070500
Owners:	BAPTIST HEALTH CARE INC
Mail:	C/O BAPTIST CORPORATE ADMINISTRATION 125 BAPTIST WAY, SUITE 6A PENSACOLA, FL 32503
Situs:	800 BLK W AVERY ST 32501
Use Code:	VACANT RESIDENTIAL 
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2025	\$2,100	\$0	\$2,100	\$2,100
2024	\$2,100	\$0	\$2,100	\$2,100
2023	\$2,100	\$0	\$2,100	\$2,100
Open TRIM Notice				
Tax Estimator				
Change of Address				
File for Exemption(s) Online				
Report Storm Damage				

Sales Data Type List:							2025 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Multi Parcel	Records	None	
11/15/2022	8899	1852	\$100	QC	Y		Legal Description W 5 FT OF LT 8 BLK 2 ENGLEWOOD HGTS AND ALSO W 5 FT OF LT 16 BLK 40 NORTH HILL HIGHLANDS OR 6056 P 976 OR...	
12/2006	6056	976	\$750,000	WD	Y			
04/2004	5380	1234	\$100	QC	N			
10/1994	3669	649	\$100	WD	N			
10/1982	1698	902	\$100	WD	Y			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							Extra Features	
							None	

Section Map Id:
[CA108](#)

Approx. Acreage:
0.0201

Zoned:
R-2

Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection \(DEP\) Data](#)

Parcel Information

Launch Interactive Map

Buildings
Images
None

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.

Last Updated:10/08/2025 (tc.9274)



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

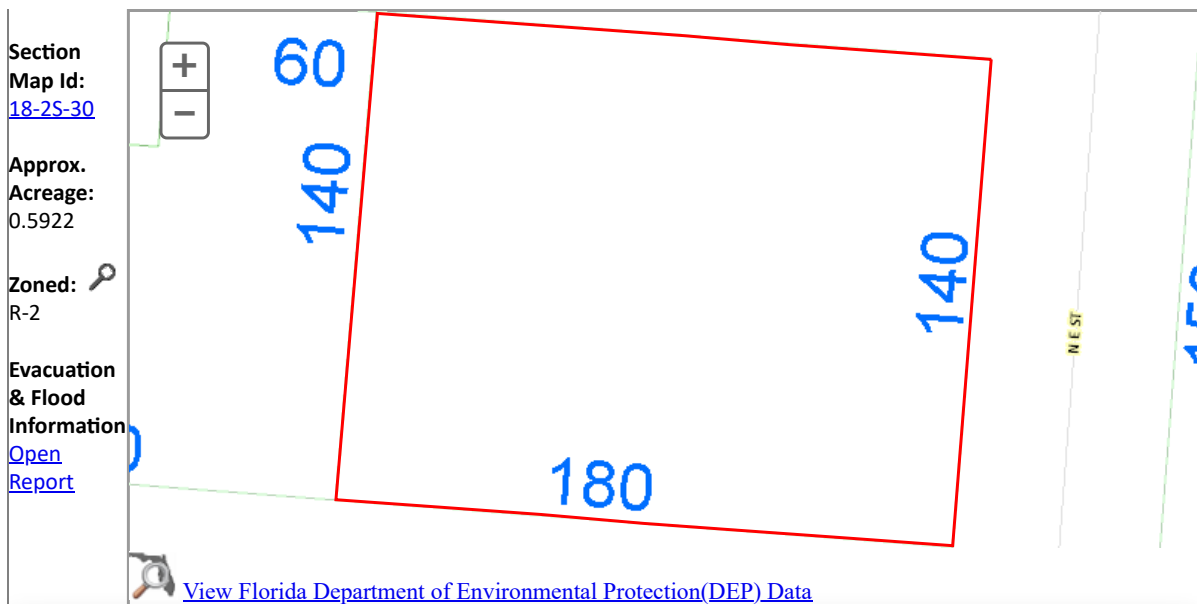
Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

General Information Parcel ID: 182S306000011013 Account: 062612000 Owners: BAPTIST HEALTH CARE INC Mail: C/O BAPTIST CORPORATE ADMINISTRATION 125 BAPTIST WAY, SUITE 6A PENSACOLA, FL 32503 Situs: 1901 N E ST 32501 Use Code: OFFICE, 1 STORY 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>2025</td> <td>\$69,649</td> <td>\$219,380</td> <td>\$289,029</td> <td>\$289,029</td> </tr> <tr> <td>2024</td> <td>\$69,649</td> <td>\$207,851</td> <td>\$277,500</td> <td>\$277,500</td> </tr> <tr> <td>2023</td> <td>\$69,649</td> <td>\$205,439</td> <td>\$275,088</td> <td>\$275,088</td> </tr> </tbody> </table> Open TRIM Notice Tax Estimator Change of Address Report Storm Damage Enter Income & Expense Survey Download Income & Expense Survey					Year	Land	Imprv	Total	Cap Val	2025	\$69,649	\$219,380	\$289,029	\$289,029	2024	\$69,649	\$207,851	\$277,500	\$277,500	2023	\$69,649	\$205,439	\$275,088	\$275,088																													
Year	Land	Imprv	Total	Cap Val																																																								
2025	\$69,649	\$219,380	\$289,029	\$289,029																																																								
2024	\$69,649	\$207,851	\$277,500	\$277,500																																																								
2023	\$69,649	\$205,439	\$275,088	\$275,088																																																								
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>11/15/2022</td> <td>8899</td> <td>1852</td> <td>\$100</td> <td>QC</td> <td>Y</td> <td></td> </tr> <tr> <td>02/27/2009</td> <td>6431</td> <td>1608</td> <td>\$100</td> <td>QC</td> <td>Y</td> <td></td> </tr> <tr> <td>07/1997</td> <td>4149</td> <td>612</td> <td>\$210,000</td> <td>WD</td> <td>N</td> <td></td> </tr> <tr> <td>08/1990</td> <td>2911</td> <td>58</td> <td>\$100,000</td> <td>WD</td> <td>N</td> <td></td> </tr> <tr> <td>03/1988</td> <td>2539</td> <td>134</td> <td>\$50,300</td> <td>WD</td> <td>N</td> <td></td> </tr> <tr> <td>12/1981</td> <td>1689</td> <td>825</td> <td>\$266,800</td> <td>WD</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	11/15/2022	8899	1852	\$100	QC	Y		02/27/2009	6431	1608	\$100	QC	Y		07/1997	4149	612	\$210,000	WD	N		08/1990	2911	58	\$100,000	WD	N		03/1988	2539	134	\$50,300	WD	N		12/1981	1689	825	\$266,800	WD	N		2025 Certified Roll Exemptions FRATERNAL AND OTHER Legal Description LTS 11 12 13 14 15 & 16 BLK 13 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 6431 P 1608 OR 8899 P 1852 Extra Features CHAINLINK FENCE CONCRETE PAVING				
Sale Date	Book	Page	Value	Type	Multi Parcel	Records																																																						
11/15/2022	8899	1852	\$100	QC	Y																																																							
02/27/2009	6431	1608	\$100	QC	Y																																																							
07/1997	4149	612	\$210,000	WD	N																																																							
08/1990	2911	58	\$100,000	WD	N																																																							
03/1988	2539	134	\$50,300	WD	N																																																							
12/1981	1689	825	\$266,800	WD	N																																																							

Parcel Information

[Launch Interactive Map](#)



Buildings

Address:1901 N E ST, Improvement Type: OFFICE/GENERAL, Year Built: 1980, Effective Year: 1980, PA Building ID#: 80008

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-BRICK-FACE/VENEER
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-BLT UP MTL/GYPSUM
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-12
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 4166 Total SF
BASE AREA - 3670
CANOPY - 496

Images



2/4/2025 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.

Last Updated:10/08/2025 (tc.9111)



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

General Information Parcel ID: 182S306000020013 Account: 062616000 Owners: BAPTIST HEALTH CARE INC Mail: C/O BAPTIST CORPORATE ADMINISTRATION 125 BAPTIST WAY, SUITE 6A PENSACOLA, FL 32503 Situs: 1900 BLK N F ST 32501 Use Code: PARKING LOTS 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>2025</td> <td>\$8,460</td> <td>\$0</td> <td>\$8,460</td> <td>\$8,460</td> </tr> <tr> <td>2024</td> <td>\$8,460</td> <td>\$0</td> <td>\$8,460</td> <td>\$8,460</td> </tr> <tr> <td>2023</td> <td>\$8,460</td> <td>\$0</td> <td>\$8,460</td> <td>\$8,460</td> </tr> </tbody> </table> Open TRIM Notice Tax Estimator Change of Address File for Exemption(s) Online Report Storm Damage		Year	Land	Imprv	Total	Cap Val	2025	\$8,460	\$0	\$8,460	\$8,460	2024	\$8,460	\$0	\$8,460	\$8,460	2023	\$8,460	\$0	\$8,460	\$8,460																																				
Year	Land	Imprv	Total	Cap Val																																																							
2025	\$8,460	\$0	\$8,460	\$8,460																																																							
2024	\$8,460	\$0	\$8,460	\$8,460																																																							
2023	\$8,460	\$0	\$8,460	\$8,460																																																							
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</th> <th>Parcel</th> <th>Records</th> </tr> </thead> <tbody> <tr> <td>11/15/2022</td> <td>8899</td> <td>1852</td> <td>\$100</td> <td>QC</td> <td>Y</td> <td></td> <td></td> </tr> <tr> <td>02/27/2009</td> <td>6431</td> <td>1601</td> <td>\$100</td> <td>QC</td> <td>Y</td> <td></td> <td></td> </tr> <tr> <td>08/1992</td> <td>3228</td> <td>400</td> <td>\$15,500</td> <td>WD</td> <td>N</td> <td></td> <td></td> </tr> <tr> <td>12/1991</td> <td>3104</td> <td>448</td> <td>\$13,000</td> <td>WD</td> <td>N</td> <td></td> <td></td> </tr> <tr> <td>07/1990</td> <td>2878</td> <td>875</td> <td>\$14,200</td> <td>WD</td> <td>N</td> <td></td> <td></td> </tr> <tr> <td>09/1987</td> <td>2459</td> <td>672</td> <td>\$100</td> <td>WD</td> <td>N</td> <td></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	11/15/2022	8899	1852	\$100	QC	Y			02/27/2009	6431	1601	\$100	QC	Y			08/1992	3228	400	\$15,500	WD	N			12/1991	3104	448	\$13,000	WD	N			07/1990	2878	875	\$14,200	WD	N			09/1987	2459	672	\$100	WD	N			2025 Certified Roll Exemptions None Legal Description N 44 FT OF LTS 19 20 BLK 13 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 AND S 10 FT OF A VACATED ALLEY ADJOINING LTS... Extra Features None	
Sale Date	Book	Page	Value	Type	Multi	Parcel	Records																																																				
11/15/2022	8899	1852	\$100	QC	Y																																																						
02/27/2009	6431	1601	\$100	QC	Y																																																						
08/1992	3228	400	\$15,500	WD	N																																																						
12/1991	3104	448	\$13,000	WD	N																																																						
07/1990	2878	875	\$14,200	WD	N																																																						
09/1987	2459	672	\$100	WD	N																																																						
Parcel Information		Launch Interactive Map																																																									



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

General Information							
Parcel ID:	182S306000014013						
Account:	062613000						
Owners:	BAPTIST HEALTH CARE INC						
Mail:	C/O BAPTIST CORPORATE ADMINISTRATION 125 BAPTIST WAY, SUITE 6A PENSACOLA, FL 32503						
Situs:	908 W LAKEVIEW ST 32501						
Use Code:	PARKING LOTS 🔑						
Taxing Authority:	PENSACOLA CITY LIMITS						
Tax Inquiry:	Open Tax Inquiry Window						
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							

Assessments				
Year	Land	Imprv	Total	Cap Val
2025	\$25,944	\$7,390	\$33,334	\$33,334
2024	\$25,944	\$7,390	\$33,334	\$33,334
2023	\$25,944	\$7,390	\$33,334	\$33,334

Open TRIM Notice

Tax Estimator

Change of Address

File for Exemption(s) Online

[Report Storm Damage](#)

Sales Data Type List: 🔑							
Sale Date	Book	Page	Value	Type	Multi	Parcel	Records
11/15/2022	8899	1852	\$100	QC	Y		📄
02/1987	2353	796	\$100	WD	Y		📄
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							

2025 Certified Roll Exemptions
None
Legal Description
ALL OF LTS 17 & 18 AND LT 19 AND 20 LESS N 44 FT OF BLK 13 DB 513 P 218 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR... 🔑
Extra Features
ASPHALT PAVEMENT CHAINLINK FENCE PARKING LIGHT

Parcel Information

Section Map Id: [18-25-30](#)

Approx. Acreage: 0.3346

Zoned: R-2

Evacuation & Flood Information [Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Launch Interactive Map

Buildings

Images



5/9/2024 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.

Last Updated:10/08/2025 (tc.9268)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1357

Agenda Conference

10/20/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Charles Bare, Council Member

SUBJECT:

RESOLUTION NO. 2025-74 - CREATING SECTION 4.37 OF THE POLICIES OF THE CITY COUNCIL - ESTABLISHMENT OF STATE AND FEDERAL LEGISLATIVE PRIORITIES

RECOMMENDATION:

That City Council adopt Resolution No. 2025-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA;
CREATING SECTION 4.37 OF THE POLICIES OF THE CITY COUNCIL -
ESTABLISHMENT OF STATE AND FEDERAL LEGISLATIVE PRIORITIES;
PROVIDING SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN
EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Annually a list of Legislative Priorities for the City are developed and shared with our local delegation. Historically, this list has been created by the Mayor with little input from the City Council.

After discussion at the October 6, 2025, meeting, there seemed to be a desire to create a mechanism for the Mayor and Council to work collaboratively on the development of both Federal and State Legislative Priorities.

This item creates Section 4.37 of the Policies of the City Council -- Legislative Priorities, creating that collaborative mechanism.

PRIOR ACTION:

October 6, 2025 -- City Council held a discussion regarding the establishment of Legislative Priorities.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Resolution No. 2025-74
2. Section 4.37 - Legislative Priorities

PRESENTATION: No

RESOLUTION
NO. 2025-74

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; CREATING SECTION 4.37 OF THE POLICIES OF THE CITY COUNCIL – ESTABLISHMENT OF STATE AND FEDERAL LEGISLATIVE PRIORITIES; PROVIDING SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to create a policy regarding the establishment of State and Federal Legislative Priorities to be created which will provide a framework for establishing a recognized list of unranked priorities to foster collaborative engagement by the Mayor and City Council in the Legislative Process.

WHEREAS, Section 4.37 of the Policies of the City Council, “Establishment of State and Federal Legislative Priorities for the City of Pensacola”, has been prepared and a copy thereof is attached hereto and is incorporated by reference;

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

SECTION 1. The City Council of the City of Pensacola hereby adopts the Establishment of State and Federal Legislative Priorities for the City of Pensacola Policy as Section 4.37 of the Policies of the City Council, attached hereto.

SECTION 2. This resolution shall become effective on the fifth business day after adoption unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

ESTABLISHMENT OF STATE AND FEDERAL LEGISLATIVE PRIORITIES FOR THE CITY OF PENSACOLA – Adopted by Council Action October 23, 2025.

PURPOSE:

The Pensacola City Council hereby establishes a policy regarding the establishment of state and federal legislative priorities to become the priorities of the City of Pensacola as a whole by fostering collaborative engagement by the Mayor and the City Council in the Legislative Process.

This policy does not preclude any Member of City Council or the Mayor from discussing legislative issues with state or federal government officials, but rather provides a framework for establishing a recognized list of unranked priorities for the City of Pensacola as a whole.

PROCESS:

With the advice of the Mayor, the City Council shall establish annually the official state and federal legislative priorities of the City, by resolution.

All Members of City Council and the Mayor will have the opportunity to provide input into the priority list.

City Council will then establish the list of priorities via resolution to be presented to representatives of either the state or federal government.

City Council may pass subsequent resolutions throughout the year to address changes to the priority list, should that become necessary.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1336

Agenda Conference

10/20/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-71 — AMENDMENT TO THE PARKS AND RECREATION FEE SCHEDULE FOR FISCAL YEAR 2026

RECOMMENDATION:

That City Council adopt Resolution No. 2025-71.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISIONS TO THE FISCAL YEAR 2026 BUDGET FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING 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.

The City of Pensacola Parks and Recreation Department administers municipal leisure facilities and programs that provide the best possible year-round comprehensive recreational activities for all segments of our community. Facility and program fees are reviewed on an annual basis and adjusted accordingly to the adoption of the annual budget. However, the fees may be changed at any time as recommended by the Mayor and upon approval of the City Council.

On September 10, 2025, City Council adopted the City's Fiscal Year 2026 budget, which included the fee schedules for the Parks and Recreation Department. Staff recommends revising the fee schedule associated with Parks & Recreation for FY 2026.

Attached are the Parks & Recreation fee schedule for the Fiscal Year 2026. Sales tax will be charged if applicable. Upon approval by City Council, fee will be effective with the beginning of each seasonal program unless noted otherwise.

PRIOR ACTION:

September 10, 2025 - City Council adopted Resolution No. 2025-65 adopting a final budget for the City of Pensacola for the Fiscal Year 2026.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Kerry Shanaghan, Interim Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. Resolution No 2025-71

PRESENTATION: No

RESOLUTION

NO. 2025-71

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA AUTHORIZING AND MAKING REVISIONS TO
THE FISCAL YEAR 2026 BUDGET FEE SCHEDULE FOR
THE FISCAL YEAR BEGINNING OCTOBER 1, 2025;
APPROVING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola adopted the Fiscal Year 2026 City of Pensacola budget that included the fee schedule for the Parks and Recreation Department;

WHEREAS, to support operational needs, the Mayor recommends modifications to the fee schedule to achieve consistency with projected revenues;

WHEREAS, the changes in the fees are in the public interest to support services provided and intended to be consistent with approved FY26 budget;

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

Section 1. The Parks and Recreation Fee Schedule for Parks and Recreation is approved as shown in Attachment A.

Section 2. This resolution shall become effective on the fifth (5th) 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

ATTACHMENT A

FY 2026 REQUEST

Youth		FY26 Fee
Basketball, City Resident	\$	85.00
Basketball, Non-City Resident		95.00
Volleyball, City Resident		85.00
Volleyball, Non-City Resident		95.00

Adult		FY26 Fee	OLD FEE
Co-Ed Flag Football, per team	\$	375.00	
Co-Ed Volleyball, per team		100.00	
Kickball, Co-Ed, per team		275.00	
Men's Flag Football, per team		375.00	
Senior Games, per person,1st event		10.00	
Softball, Co-Ed, per team		350.00	275.00
Softball, Men's or Women's, per team		350.00	

Youth Sports Leagues & Tournaments

		<u>Tier I *</u>		<u>Tier II **</u>		<u>Tier III ***</u>	
Sports Field Hourly Rate Items		Per Player	Lighted /hr	Non-lighted /hr	Lighted /hr	Non-lighted /hr	Lighted /hr
Baseball / Softball	\$	10.00		\$ 15.00	\$ 25.00	\$ 25.00	\$ 50.00
Soccer/Football				25.00	50.00	45.00	90.00

		<u>Tier I *</u>		<u>Tier II **</u>		<u>Tier III ***</u>
Misc. Hourly Rate Items		Per Hour	Per Hour	Per Hour	Per Hour	
Press Box		No Charge	\$ 25.00		\$ 50.00	
Concessions		No Charge	25.00		50.00	
Pools Off-Season		N/A	N/A		\$50 (Practices)	
					\$150 (Swim Meets)	

Fee-for-Service Items

Field Rental Processing Fee	\$ 5.00
Field Rental Late Payment Fee	20.00
MOU Late Payment Fee	2% of Annual Fee
Restroom Cleaning	\$ 60.00
Litter/Emptying of Garbage Cans	75.00
Litter/Emptying of Garbage Cans - Games	200.00
Baseball Game Field Prep	65.00
Baseball Practice Field Prep	20.00
Baseball Field Mowing	80.00
Soccer/Football Game Field Prep	385.00
Soccer/Football Field Mowing	200.00
Tournament / Overtime Labor	Staff Costs
Utilities	Cost plus 15%

FY26 Fees**Tier Legend**

Tier I *

Tier II **

Tier III ***

Criteria

Youth Sports Program Partner: provides Youth Sports Programming through formalized agreement w/City.

Youth Sports Non-Profit 501(c)(3): Runs independent program for youth sports w/o formalized agreement.

For-Profit Organizers of Tournaments, Clinics, Travel Leagues, Events, & other Outlying groups incl. HS/Colleges.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1266

Agenda Conference

10/20/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-62 - LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR LEGION FIELD TO GLOBAL LEARNING ACADEMY SIDEWALK CONSTRUCTION

RECOMMENDATION:

That City Council adopt Resolution No. 2025-62:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA;
AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR
CONSTRUCTION AND CEI OF SIDEWALKS CONNECTING LEGION FIELD TO GLOBAL
LEARNING ACADEMY; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Strategic Plan Goal #5: Safe Streets for All Mobilities and More Walkable, Mixed-Use Districts

A resolution of support is required to authorize the City to enter into a Local Agency Program agreement with the Florida Department of Transportation (FDOT) and accept the federal-aid funds in the amount of \$1,743,846.00 to construct sidewalks connecting Legion Field to Global Learning Academy.

This project will be composed of three sidewalk segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of a 6-foot wide sidewalk on both sides of L Street from Gregory Street to Cervantes Street for .42 miles. Segment 2 will consist of .39 miles of an 8-foot concrete sidewalk on the south side of Gregory Street from Pace Boulevard to I Street. The final segment will consist of a .07 miles of 6-foot wide concrete sidewalk on both sides of Wright Street from P Street to Pace Boulevard. The project will include signage and pavement markings for crosswalks. No additional right-of-way will be needed for this project.

City staff requested and successfully received construction funding in Fiscal Year 2026 from FDOT for this project, which has been a transportation priority and advocated for by submitting a Transportation Alternatives program application to FDOT in 2021. The City has been approved by the FDOT to enter into local agency program agreement which is required for assistance through federal-aid funds.

FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, designing or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

PRIOR ACTION:

August 17, 2023 - Award of Contract -RFQ No. 23-023 Professional Engineering services for Legion Field to Global Learning Academy Multimodal Improvements.

September 29, 2022 - City Council adopted Resolution No 2022-092 - Local Agency Program (LAP) agreement with the Florida Department of Transportation - Funding for design of Legion Field to Global Learning Academy Multimodal Improvements.

December 12, 2019 - The City Council adopted Resolution No. 2019-71 supporting applications for Transportation Alternatives program funding for multi-modal facilities.

FUNDING:

Budget:	\$1,743,846.00	Total FDOT Reimbursement
Actual:	\$1,557,005.00	Construction Cost Estimate
	\$186,841.00	Engineering Allocation, Inspections, and Geotechnical Services
	\$1,743,846.00	TOTAL

FINANCIAL IMPACT:

The FDOT Agreement will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller, Interim City Administrator

Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Resolution 2025-62 - FDOT Legion Field Global Learning Academy
2. Local Agency Program Agreement - Legion Field
3. Project Limits Map

PRESENTATION: No

RESOLUTION
NO. 2025-62

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR CONSTRUCTION AND CEI OF SIDEWALKS CONNECTING LEGION FIELD TO GLOBAL LEARNING ACADEMHY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed funding for the construction of sidewalks connecting citizens to Legion Field and Global Learning Academy; and

WHEREAS, the following proposed sidewalk project is endorsed by the City Council of the City of Pensacola:

Construction and CEI services for three (3) sidewalk segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of a 6-foot-wide sidewalk on both sides of L Street from Gregory Street to Cervantes Street for .42 miles. Segment 2 will consist of .39 miles of buffered 8-foot concrete sidewalk on the south side of Gregory Street from Pace Boulevard to I Street. The final segment will consist of a .07 miles of 6-foot-wide sidewalk on both sides of Wright Street from P Street to Pace Boulevard.

WHEREAS, the City of Pensacola has been approved by the Florida Department of Transportation to enter into local agency program agreement, and such agreement is required for assistance through federal funds; and

WHEREAS, this project is in accordance with the City of Pensacola's Transportation Alternatives application submitted to the Florida-Alabama Transportation Planning Organization in 2021; and

WHEREAS, in order for this transportation priority to be constructed to the fullest extent and in an expeditious manner, the City Council of the City of Pensacola authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept federal funds in the amount of \$1,743,846.00.

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

Section 1. That the above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. The City Council of the City of Pensacola hereby authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation for construction of a sidewalk on the streets of Gregory, Wright, and L for \$1,743,846 .

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 1 of 15

FPN: 449917-1-58-01	FPN: 449917-1-68-01	FPN: _____
Federal No (FAIN): D324 078 B	Federal No (FAIN): D324 078 B	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: TALT, TALU	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: Escambia (48) Contract No: _____		
Recipient Vendor No: F596000406005 Recipient Unique Entity ID (UEI) No: C4NCXLLJFMQ3		

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Pensacola ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of the Legion Field Park and Global Learning Academy Sidewalks Project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,743,846.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,743,846.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 3 of 15

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

- i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 4 of 15

- n. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 5 of 15

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 6 of 15

- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 10 of 15

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 11 of 15

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
- ☐ shall
- ☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient 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 Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 13 of 15

- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E", "F" and "H" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 14 of 15

- c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 15 of 15

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

RECIPIENT City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Colby Cleveland, P.E.
Title: Interim - Director of Transportation Development

Legal Review

Legal Review:

Attest

Approved as to substance:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449917-1-58-01 & 449917-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Pensacola (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.893 Miles

PROJECT DESCRIPTION: This project is for the Construction and CEI services of the Legion Field Park and Global Learning Academy Sidewalks project. This project will be comprised of three segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of a 6 - foot wide sidewalk on both sides of L Street from Gregory to Cervantes for .42 miles. Segment 2 will consist of .39 miles of buffered 8 - foot concrete sidewalk on the south side of Gregory Street from Pace Blvd to I Street. The final segment will consist of a .07 miles of 6 - foot wide concrete sidewalk on both sides of Wright Street from P Street to Pace Blvd. The project will include signing and pavement markings for crosswalks. No additional right-of-way will be needed for this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Department hereby notifies the Recipient that for projects that are classified as A, B or C, the Recipient is required to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient that for projects that are classified as D and or estimate cost of less than \$250,000 and are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified as A, B or C, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified D the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to

commencement of any right-of-way activities.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 10/31/2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations, score cards and draft contracts have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 W Main Street Pensacola, FL. 32502	FINANCIAL PROJECT NUMBER: 449917-1-58-01 & 449917-1-68-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2026 (Transportation Alternative)	\$ <u>1,557,005.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,557,005.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,557,005.00	\$ 0.00	\$ 0.00	\$ 1,557,005.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2026 (Transportation Alternative)	\$ <u>186,841.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>186,841.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 186,841.00	\$ 0.00	\$ 0.00	\$ 186,841.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,743,846.00	\$ 0.00	\$ 0.00	\$ 1,743,846.00

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

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

Maria Showalter - Local Programs Administrator
 District Grant Manager Name

 Signature

 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$1,743,846.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT G

FHWA FORM 1273

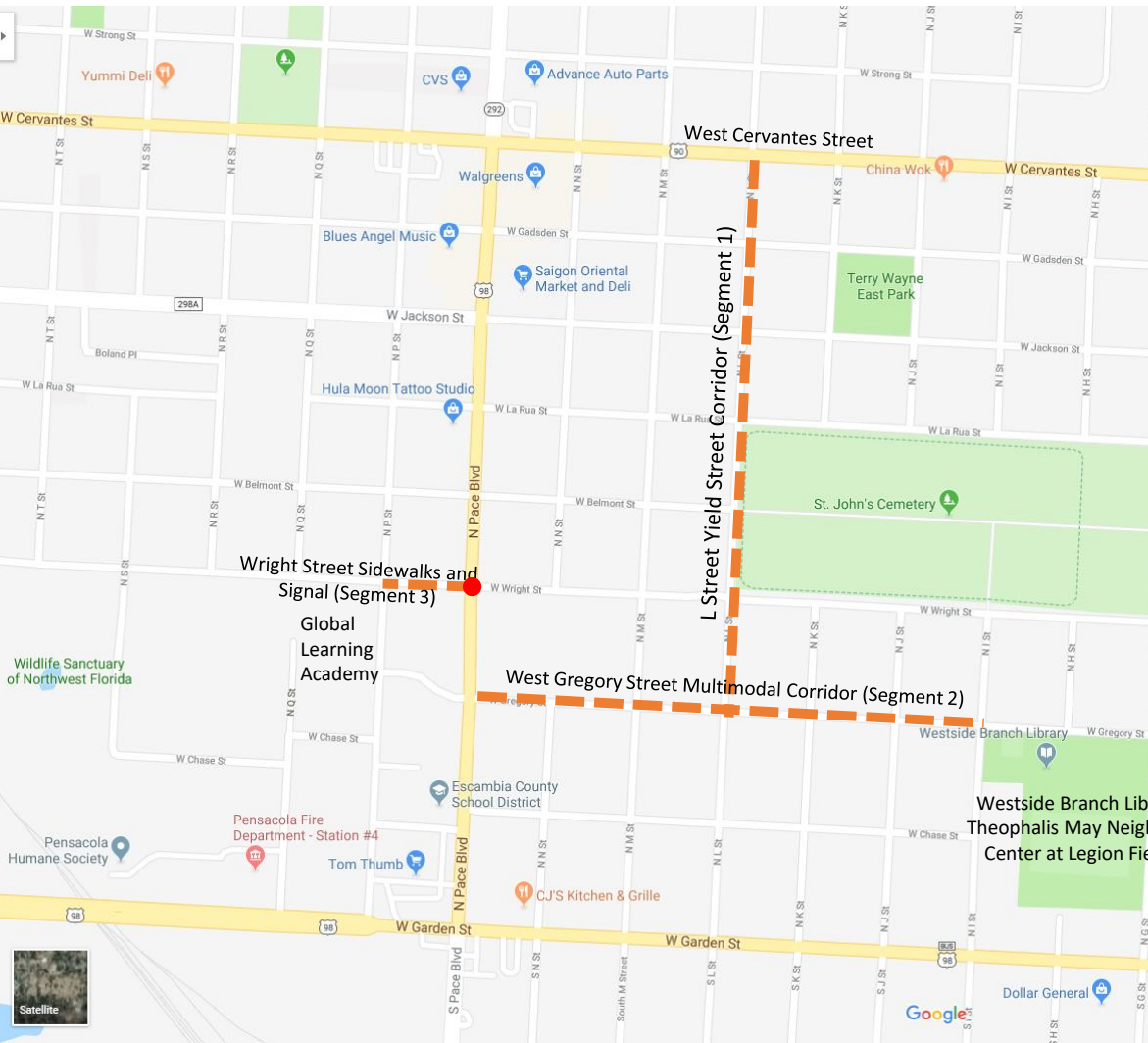
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

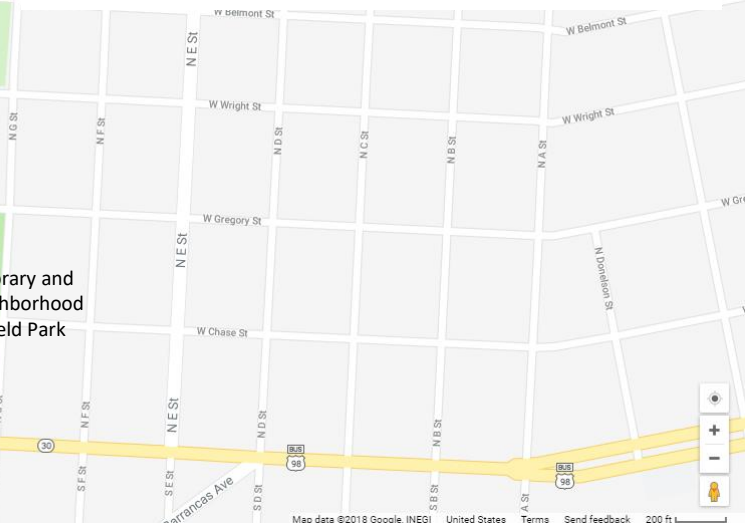
The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



Pensacola Westside CRA Boundary



Map data ©2018 Google, INEGI United States Terms Send feedback 200 ft



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1267

Agenda Conference

10/20/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-63 - ALLOCATION OF THE FUNDING PROVIDED BY A LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR LEGION FIELD TO GLOBAL LEARNING ACADEMY SIDEWALK CONSTRUCTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-63.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Strategic Plan Goal #5: Safe Streets for All Mobilities and More Walkable, Mixed-Use Districts

A resolution of support is required to authorize the City to enter into a Local Agency Program agreement with the Florida Department of Transportation (FDOT) and accept the federal-aid funds in the amount of \$1,743,846.00 to construct sidewalks connecting Legion Field to Global Learning Academy.

This project will be composed of three sidewalk segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of a 6-foot wide sidewalk on both sides of L Street from Gregory Street to Cervantes Street for .42 miles. Segment 2 will consist of .39 miles of an 8-foot concrete sidewalk on the south side of Gregory Street from Pace Boulevard to I Street. The final segment will consist of a .07 miles of 6-foot wide concrete sidewalk on both sides of Wright Street from P Street to Pace Boulevard. The project will include signage and pavement markings for crosswalks. No additional right-of-way will be needed for this project.

City staff requested and successfully received construction funding in Fiscal Year 2026 from

FDOT for this project, which has been a transportation priority and advocated for by submitting a Transportation Alternatives program application to FDOT in 2021. The City has been approved by the FDOT to enter into local agency program agreement which is required for assistance through federal-aid funds.

FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, designing or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

PRIOR ACTION:

August 17, 2023 - Award of Contract -RFQ No. 23-023 Professional Engineering services for Legion Field to Global Learning Academy Multimodal Improvements.

September 29, 2022 - City Council adopted Resolution No 2022-092 - Local Agency Program (LAP) agreement with the Florida Department of Transportation - Funding for design of Legion Field to Global Learning Academy Multimodal Improvements.

December 12, 2019 - The City Council adopted Resolution No. 2019-71 supporting applications for Transportation Alternatives program funding for multi-modal facilities.

FUNDING:

Budget:	\$1,743,846.00	Total FDOT Reimbursement
Actual:	\$1,557,005.00	Construction Costs
	\$186,841.00	Engineering Allocation, Inspections, and Geotechnical Services
	\$1,743,846.00	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the funds.

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. 2025-63
2. Supplemental Budget Explanation No. 2025-63
3. Resolution 2025-62 - FDOT Legion Field Global Learning Academy
4. Local Agency Program Agreement - Legion Field

PRESENTATION: No

**RESOLUTION
NO. 2025-63**

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	61,257,473
Amended		
To Read:	Federal Grants	63,001,319
As Reads	Capital Outlay	58,860,172
Amended		
To Read:	Capital Outlay	60,604,018

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
OCTOBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION -ALLOCATION OF FUNDING - FDOT - LEGION FIELD TO GLOBAL LEARNING ACADEMY
SIDEWALK - RES NO. 2025-63

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,743,846	Increase appropriation for Federal Grants - Legion Field to GLA Sidewalks
Total Revenues	<u>1,743,846</u>	
Appropriations		
Capital Outlay	<u>1,743,846</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>1,743,846</u>	

RESOLUTION
NO. 2025-62

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR CONSTRUCTION AND CEI OF SIDEWALKS CONNECTING LEGION FIELD TO GLOBAL LEARNING ACADEMHY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed funding for the construction of sidewalks connecting citizens to Legion Field and Global Learning Academy; and

WHEREAS, the following proposed sidewalk project is endorsed by the City Council of the City of Pensacola:

Construction and CEI services for three (3) sidewalk segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of a 6-foot-wide sidewalk on both sides of L Street from Gregory Street to Cervantes Street for .42 miles. Segment 2 will consist of .39 miles of buffered 8-foot concrete sidewalk on the south side of Gregory Street from Pace Boulevard to I Street. The final segment will consist of a .07 miles of 6-foot-wide sidewalk on both sides of Wright Street from P Street to Pace Boulevard.

WHEREAS, the City of Pensacola has been approved by the Florida Department of Transportation to enter into local agency program agreement, and such agreement is required for assistance through federal funds; and

WHEREAS, this project is in accordance with the City of Pensacola's Transportation Alternatives application submitted to the Florida-Alabama Transportation Planning Organization in 2021; and

WHEREAS, in order for this transportation priority to be constructed to the fullest extent and in an expeditious manner, the City Council of the City of Pensacola authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept federal funds in the amount of \$1,743,846.00.

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

Section 1. That the above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. The City Council of the City of Pensacola hereby authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation for construction of a sidewalk on the streets of Gregory, Wright, and L for \$1,743,846 .

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 1 of 15

FPN: 449917-1-58-01	FPN: 449917-1-68-01	FPN: _____
Federal No (FAIN): D324 078 B	Federal No (FAIN): D324 078 B	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: TALT, TALU	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: Escambia (48) Contract No: _____		
Recipient Vendor No: F596000406005 Recipient Unique Entity ID (UEI) No: C4NCXLLJFMQ3		

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Pensacola ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of the Legion Field Park and Global Learning Academy Sidewalks Project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,743,846.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 1,743,846.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 3 of 15

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- h.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

- i.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- j.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- k.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 4 of 15

- n. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 5 of 15

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 6 of 15

- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 10 of 15

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 11 of 15

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
- ☐ shall
- ☐ shall not

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 12 of 15

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient 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 Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 13 of 15

- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E", "F" and "H"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 14 of 15

- c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 03/25
Page 15 of 15

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

RECIPIENT City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Colby Cleveland, P.E.
Title: Interim - Director of Transportation Development

Legal Review

Legal Review:

Attest

Approved as to substance:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449917-1-58-01 & 449917-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Pensacola (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.893 Miles

PROJECT DESCRIPTION: This project is for the Construction and CEI services of the Legion Field Park and Global Learning Academy Sidewalks project. This project will be comprised of three segments that will connect Legion Field Park to the Global Learning Academy Elementary School. Segment 1 will consist of a 6 - foot wide sidewalk on both sides of L Street from Gregory to Cervantes for .42 miles. Segment 2 will consist of .39 miles of buffered 8 - foot concrete sidewalk on the south side of Gregory Street from Pace Blvd to I Street. The final segment will consist of a .07 miles of 6 - foot wide concrete sidewalk on both sides of Wright Street from P Street to Pace Blvd. The project will include signing and pavement markings for crosswalks. No additional right-of-way will be needed for this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Department hereby notifies the Recipient that for projects that are classified as A, B or C, the Recipient is required to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient that for projects that are classified as D and or estimate cost of less than \$250,000 and are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified as A, B or C, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified D the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to

commencement of any right-of-way activities.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 10/31/2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations, score cards and draft contracts have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 W Main Street Pensacola, FL. 32502	FINANCIAL PROJECT NUMBER: 449917-1-58-01 & 449917-1-68-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2026 (Transportation Alternative)	\$ <u>1,557,005.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,557,005.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,557,005.00	\$ 0.00	\$ 0.00	\$ 1,557,005.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2026 (Transportation Alternative)	\$ <u>186,841.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>186,841.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 186,841.00	\$ 0.00	\$ 0.00	\$ 186,841.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,743,846.00	\$ 0.00	\$ 0.00	\$ 1,743,846.00

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

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

Maria Showalter - Local Programs Administrator
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$1,743,846.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT G

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1321

Agenda Conference

10/20/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-70 - PENSACOLA ENERGY -
FUNDING FOR INSTALLATION OF GAS MAINS CONSTRUCTION SERVICES

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-70.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE
DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

Approval of this resolution provides funding in the amount of \$500,000 for Pensacola Energy to replace aging infrastructure and install natural gas mains and services utilizing a contractor for unit price option work.

Pensacola Energy's natural gas distribution system consists of over 1800 miles of natural gas main of which approximately 17% is unprotected bare steel. After replacement of all cast iron gas mains in 2019, Pensacola Energy has been focused on replacement of bare steel. This supplemental budget resolution will fund the construction assistance needed to enhance the bare steel replacement efforts and assist with installation of system expansion mains to ensure reliability and service in our growing franchise area.

PRIOR ACTION:

None.

FUNDING:

Fund Balance: \$500,000 Estimated Revenues

Actual: \$500,000 Estimated Contractual Services Unit Price Option Work

FINANCIAL IMPACT:

Funding is available from prior year available revenues. Adoption of the supplemental budget resolution will appropriate those funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Deputy City Administrator

Amy Lovoy, Finance Director

Darryl Singleton, Pensacola Energy and Sanitation Services Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-70
2. Supplemental Budget Explanation No. 2025-70

PRESENTATION: No

**RESOLUTION
NO. 2025-70**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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. PENSACOLA ENERGY FUND

Fund Balance		500,000
As Reads	Operating Expenses	38,226,700
To:		
Reads	Operating Expenses	38,726,700

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
OCTOBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA ENERGY - FUNDING FOR INSTALLATION OF GAS MAINS CONSTRUCTION SERVICES - RES NO. 2025-70

FUND	AMOUNT	DESCRIPTION
PENSACOLA ENERGY FUND		
Estimated Revenues		
Fund Balance	500,000	Increase appropriated fund balance
Total Revenues	<u>500,000</u>	
Appropriations		
Operating Expenses	500,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>500,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1322

Agenda Conference

10/20/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL TO PIGGYBACK CONTRACT NO. 5337 BETWEEN THE CITY OF TALLAHASSEE AND EQUIX ENERGY SERVICES LLC FOR INSTALLATION OF GAS MAINS CONSTRUCTION SERVICES

RECOMMENDATION:

That City Council approve the procurement of construction services with Equix Energy Services LLC in the amount of \$500,000 utilizing the contract between the City of Tallahassee and Equix Energy Services LLC for the installation of gas mains. Further that City Council authorize the Mayor to take the actions necessary to administer this agreement consistent with the contracting documents 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 #4: Resilient Waterfronts and Neighborhoods.

Pensacola Energy's natural gas distribution system consists of over 1800 miles of natural gas main of which approximately 17% is unprotected bare steel. After replacement of all cast iron gas mains in 2019, Pensacola Energy has been focused on replacement of bare steel. The unit price option construction services will provide the assistance needed to enhance the bare steel replacement efforts and assist with installation of system expansion mains to ensure reliability and service in our growing franchise area.

On September 20, 2022 the City of Tallahassee accepted proposals for Installation of Gas Mains and Electric Conduits RFP-082-22-CG. Respondents were evaluated through technical criteria and cost considerations. On November 9, 2022 the City Commission approved the Selection Committee's recommendation of award to Equix Energy Services LLC for a three year term with an optional two year extension. Pensacola Energy seeks to leverage this competitive bidding process to secure a contractor for gas main installation services.

PRIOR ACTION:

N/A

FUNDING:

Fund Balance: \$500,000 Estimated Revenues

Actual: \$500,000 Estimated Contractual Services Unit Price Option Work

FINANCIAL IMPACT:

Funding is available from prior year available revenues. Adoption of the prior Supplemental Budget Resolution 2025-70 appropriated the funds necessary to award the contract.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator

Amy Lovoy, Finance Director

Darryl Singleton, Director of Pensacola Energy and Sanitation Services

ATTACHMENTS:

1. RFP-082-22-CG City of Tallahassee Installation of Gas Mains and Electric Conduit with Addendums
2. Contract 5337 - City of Tallahassee - Equix Energy
3. Equix Energy Services Honor Terms and Conditions Statement

PRESENTATION: No



REQUEST FOR PROPOSALS

Installation of Gas Mains and Electric Conduits

RFP-082-22-CG

The City of Tallahassee, Florida requests proposals for design, review, revision, construction, and completion of the installation of underground utilities, gas mains and electric conduits for the Power Delivery Division and the Gas Engineering Division of its Electric and Gas Utility.

SECTION 1.0 GENERAL INFORMATION

The City of Tallahassee Electric and Gas Utility is soliciting proposals from a contractor that can provide all labor, materials, supplies, equipment, and supervision necessary to successfully and professionally accomplish various types of construction on its Electric and Gas systems. This proposal is on an as-needed basis for a three (3) year period with a renewal option for up to two (2) additional years.

Past work projects have included construction of individual electric duct bank conduit systems, installation of gas mains and service taps, and joint trenching involving a combination of electric ducts and gas mains which have been installed in various locations and conditions. The contractor is required to comply with all local, Federal and State Regulations including all U. S. Department of Transportation (USDOT) requirements. Work will be performed on an as needed basis. All required fees to be included in bid pricing.

The information below is derived from historical data maintained by the individual Departments within the Utility Service Group. The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this contract. The quantities may vary depending upon the actual needs of the department.

The City of Tallahassee (City) anticipates purchasing the following estimated quantities on an annual basis; however, the City does not guarantee the purchase of any amount:

- 1.1 850 service taps, 13 miles of main extensions, and 16 miles of service lines for the Gas Utility.
- 1.2 90 transformers pads, 450 pedestals, and 100,000 feet of electric conduits for the Electric Utility.
- 1.3 10,000 feet of gas mains and electric conduits in a common trench.

The City of Tallahassee, however, shall retain the right to also provide all labor, materials, supplies, equipment, and supervision necessary to successfully and professionally accomplish various types of utility construction services.

SECTION 2.0 STATEMENT OF WORK/SPECIFICATIONS

- 2.1 Work shall be performed on an as needed basis. The contractor shall be responsible for obtaining the necessary information regarding the location of the required construction services to accurately complete the contract work. The City shall request estimates of the work to be performed. Each estimate request shall set forth the work to be accomplished, time to complete, materials required, and applicable specification and drawings to be followed.
- 2.2 All permits and fees shall be obtained and paid prior to the commencement of any work by the contractor. There may be instances where the City will obtain permits and remit fees to the permitting agency. (Contractor shall bill these actual permit costs to the City of Tallahassee)
- 2.3 The scope of services required by the City in connection with this request for proposal covers a broad spectrum; services provided should include, but need not necessarily be limited to the following:
 - Cased Boring
 - Uncased Boring
 - Trenching/Backhoe Work
 - Install conduit (turn-ups) in energized equipment
 - Install jet string in conduit with 400lbs breaking strength
 - PVC Conduit Installation in open trench – 20 ft. sections
 - Plant items, e.g., manholes, transformer pads, service handholds or pedestals, light handholds, switchgear pits, streetlights, etc.
 - Conduit Elbows
 - Electric duct bank Spacers and Tie Downs
 - Fill Sand
 - Flowable Fill
 - Concrete Installation
 - Concrete Removal
 - Streetlights
 - Pulling/Installing Street Light Wire

- Asphalt Patching
- Asphalt Removal
- Sidewalk/Driveway Replacement
- Sod Replacement
- Type "B" Backfill
- Compaction
- Density Test
- Erosion Controls
- Gas Mains
- Service Lines
- Excess Flow Valves
- Gas Valves
- Valve Boxes
- Steel
- Fabricated Offsets
- Polyethylene PE 4710, SDR 11 Butt Fusion Fittings
- Polyethylene PE 4710, SDR 11 Butt Fusion Reducers
- Weld-end Transition Fittings – External Epoxy Coating
- Round Base Outlet Tapping Tee
- Installation of Mueller Stopper Fittings
- Test Station
- Labor Rates
- Equipment Rates

2.4 Personnel Requirements – Only qualified contract employees will be allowed to perform the various work requirements. The hourly rate provided in the cost proposal shall include full compensation for labor, travel time, and other costs to the Contractor. Rate is to be straight time.

2.5 Contractor Requirements:

- 2.5.1 Comply with all contract requirements, including those in the purchase order for specific jobs.
- 2.5.2 Identify and communicate in writing any additional work tasks necessary to satisfactorily accomplish projects or jobs.
- 2.5.3 Perform required tasks and produce timely outcomes of the required quality in an efficient and cost-effective manner.
- 2.5.4 Furnish through its workforce, the appropriate and necessary supervision, labor, tools, equipment, machinery, materials, supplies, and other incidental services, including all relevant licenses and qualifications necessary to perform the services contemplated by this RFP.
- 2.5.5 Provide written notice of any changes of the company's project manager, superintendent, and foreman that oversees a construction project to the Contract Manager.
- 2.5.6 Maintain a clear line of communication with the respective City of Tallahassee Utility Services Group representatives.

- 2.5.7 Maintain project records of expenditures and deliverables.
- 2.5.8 Comply with Prevailing Wage.
- 2.5.9 Comply with all applicable local, state, and federal laws, rules, regulations, and any other legal requirements. This shall include those regarding licenses, permits, safety, the environment, and the disposal of hazardous and potentially hazardous materials. Any fines levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the Contractor.
- 2.5.10 During the term of this contract, the contractor may be required to implement best practices and take action to minimize the release of methane to atmosphere during gas construction activities.
- 2.5.11 Provide a 12-month parts and labor warranty on all new installations from the final acceptance of the completed work. The Contractor shall repair, replace, or make good on any materials or work which shall fail to function, perform as guaranteed, or be found defective without cost to the City.
- 2.5.12 Perform cutting and patching tasks, when required, without damaging any structures by providing applicable shoring, bracing, and support as required. All pavement and sidewalk installations or repairs must conform to local, Federal and State requirements.
- 2.5.13 Always maintain safe working conditions.
- 2.5.14 Provide for maintenance of traffic and being responsible for traffic control. Operations under this contract shall be scheduled, permitted, and conducted in such a manner and sequence as to cause the least practicable interference with the traveling public, fire protection, and utility service.
- 2.5.15 Execute daily cleaning procedures during construction to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- 2.5.16 Remove, preserve, and reinstall all affected street signs, mailboxes, and bus stop signs.
- 2.5.17 Protect all trees, shrubbery, plantings, or improvements on private property that are not directly within the construction limits from damage.
- 2.5.18 Repair, at Contractor's expense, any area that is disturbed during construction that is outside the limits of construction.
- 2.5.19 Always exercising and taking precautions for the protection of persons, including employees, and property. If necessary, barricades, portable barrier rails, vertical panels, and drums will be provided by the Contractor, at Contractor's expense, where hazardous conditions are present. Devices shall not be stored along the roadway within (30) feet of the edge of the traveled way.
- 2.5.20 Being aware of any regulatory floodways and ensure proper disposal of any materials that would affect the floodway flow.
- 2.5.21 Replacement of topsoil that is spread evenly over the areas as directed by the project manager. The surface of the topsoil shall provide a uniform slope and grade. Sod shall be used on all slopes as directed.
- 2.5.22 Contractor will be required to provide advance notice in writing of at least three (3) days to all property owners/affected parties when construction activities directly impact access to their property.

2.6 City Responsibilities:

- Provide contractor access to the work sites.

- Provide adequate construction documents, drawings, specifications, and work estimates necessary to construct projects.
- Provide materials where required.
- Provide a City purchase order for each project.
- Provide inspectors on the job who shall at all times have access to the work to ensure quality control.

2.7 Materials, Inspection, and Workmanship – The City has the right to inspect any material to be used in carrying out the terms of the contract. The City does not assume any responsibility for the quality and standards of Contractor provided material, equipment, components, or completed work under the contract. Any such materials, equipment, components, or completed work which does not comply with City of Tallahassee specifications, State statutes, or Local codes may be rejected by the City and shall be replaced by the Contractor at no cost to the City.

2.8 Work Orders – All work authorization will be issued via a City purchase order. Every order is subject to the terms and conditions of this RFP that will become an integral part of the final contract document.

2.9 Work Delay – No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City. Work may be performed on the weekends or City Holidays. Overtime work is not allowed unless approved in writing by a purchase order issued.

2.10 Emergency Services – The Contractor may be asked to perform emergency services at times other than normal working hours. Contractor awarded this contract must have work crews available on a 24-hour day call. The response time for emergency services, after so reported by the City to the Contractor, shall be within three (3) hours. Emergency work may be ordered orally by an authorized City representative and followed up within twenty-four (24) hours by a written purchase order.

Before performing any work against the contract, the contractor shall furnish, in writing, the names and emergency telephone number(s) of the Contractor's representatives to be contacted outside or past normal working hours.

2.11 Licensure/Minimum Training – The Contractor must possess a current Florida certified DBPR Electrical Contractors License and have staff that are qualified to work on energized equipment up to 12 kV. Staff must have knowledge of electrical theory and occupational hazards connected with the performance of this work. The contractor must be skilled in the proper use of line worker tools, personal protective equipment, maintenance of traffic and trained in CPR and First Aid. Qualifications must be provided to the City of Tallahassee for review and approval prior to any energized work by the Contractor. Contractor must adhere to the APPA safety manual Section 507.1, 509.3, and 509.4. The contractor must be qualified to perform covered tasks on the gas distribution pipeline through an Operator Qualification plan acceptable to the City of Tallahassee.

SECTION 3.0 PROPOSAL SUBMITTAL RESPONSE REQUIREMENTS

- The City of Tallahassee uses Bonfire (www.GoBonfire.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from Bonfire. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in Bonfire well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bonfire. The City shall not be responsible for a Respondents inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of Bonfire.
- When submitting a response electronically through Bonfire, it is the sole responsibility of the supplier to ensure that the response is received by Bonfire prior to the closing date and time. Each of the following steps in Bonfire MUST be completed in order to place an offer:
 1. Login to <https://www.GoBonfire.com>
 2. Locate the solicitation to which you are responding:
 - Click the “Search” tab on the top of the page;
 - Enter keyword for solicitation number and click “Search”
 3. Click on the “Solicitation title/description” to open the solicitation Information Page;
 4. “View and Accept” documents in the documents section and complete all as required;
 5. Select “Place Offer” found at the bottom of the page;
 6. On the appropriate Line Item , enter pricing, notes and/or attachments as specified in the statement of work, or submission instructions;
 7. Click “Submit” at the bottom of the page;
 8. Review offer; and
 9. Enter your password and click “Confirm”.

Note that the final step in submitting a response involves the supplier’s acknowledgement that the information and documents entered into the Bonfire system are accurate and represent the supplier’s actual proposal, quote or bid. This acknowledgement is registered in Bonfire when the supplier clicks “Confirm”. Bonfire will post a notice that the offer has been received. This notice from Bonfire MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

- 3.1 A prospective Respondent’s response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed/labeled as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

3.1.1 The City reserves the right to seek additional/supplemental representation on specific issues as needed.

3.1.2 Each Proposer/Respondent is responsible for reviewing their submissions and attachments for accuracy and completeness. Any incomplete documents or missed pricing may be grounds for being deemed non-responsive to any award consideration.

3.2 BONFIRE SUBMISSIONS

3.2.1. BONFIRE LINE ITEM 1 – COST/FEE PROPOSAL

The fee shall include all travel, equipment, and any other related expenses. Respondents shall submit their Fee Proposal based on proposal instructions.

All pricing pages in provided WORD documents and EXCEL Pricing Sheets must be uploaded in this section.

3.2.1.1 Cost/Fee Price Analysis

The price analysis is conducted by the Procurement Division through the comparison of price responses submitted. The maximum points will be awarded to the lowest responsive price response. Responses with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest price response to the higher price response.

The scoring for cost/fee proposal shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Cost/Price Points

Scoring Example:

The cost/fee proposal will be worth a total of 30 points to the lowest cost provider with others receiving points based on how their proposal compares against the low-cost provider. The cost category will be scored as follows:

The maximum number of cost proposal points will be given to the Respondent submitting the lowest responsive cost proposal using the sum of all requested fees. All other Respondents will receive points in this category weighted relative to how their cost fares against the low-cost proposal. The following **example** illustrates the method utilized to proportionally award the cost proposal points. For purposes of this example, assume the maximum number of **cost** points is 30:

<u>Cost Proposal</u>	<u>Respondent</u>	<u>Points Awarded</u>	<u>Calculation</u>
\$100,000	Respondent 1 (Lowest Cost)	30.00	Receives Total Points
\$125,000	Respondent 2	24.00	$(100,000/125,000) \times 30$
\$150,000	Respondent 3	20.00	$(100,000/150,000) \times 30$ and so on

3.2.1.2. The Respondent's cost/fees shall include all materials, equipment, supplies, labor, transportation, and any other related expenses.

3.2.2 **BONFIRE LINE ITEM 2 – TECHNICAL PROPOSAL**

Technical Proposal shall be uploaded as Line Item 2. The response to this RFP should include all information required. Please note that the proposal should address the requirements listed in a clear and concise manner in the order stated. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.

The submitted proposal must follow the rules and format described in the Statement of Work. Adherence to these rules will ensure a fair and objective analysis of all proposals. Unnecessarily lengthy documents are discouraged. Proposers shall clearly label each section.

- 3.3 **TECHNICAL PROPOSAL**: Respondent's shall construct their proposal in the following format and a tab must separate each section. **DO NOT SUBMIT TECHNICAL PROPOSAL and COST PROPOSALS together in any document or file package. SAVE in separate files and label appropriately as your COMPANY NAME and Technical or Cost.**

Including price and technical in the same document or file package may be grounds for deeming your proposal non-responsive.

TAB 1 - EXECUTIVE SUMMARY (2-page limit) (zero points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – EXPERIENCE AND ABILITY (10 page limit) (maximum 65 points)

Respondents should submit satisfactory evidence that they have a practical knowledge of the particular work covered in this Request for Proposal and that they have the necessary financial resources to complete the proposed work. Contractor must have experience performing the applicable category of work for at least three (3) years.

Provide information that documents your firm's qualifications to produce the required outcomes, including your ability, capacity, skill, financial strength, and number of years of experience in providing the proposed services in the following areas:

(Breakdown of Tab 2 Points)

- (a) Gas Mains & Service Taps (10 points)
- (b) Electric Duct Banks & Equipment (10 points)
- (c) Joint Trenching: Gas and Electric (10 points)
- (d) Training & Safety Programs (20 points)
- (e) Experience & Qualified Personnel (15 points)

TAB 3 – LOCAL BUSINESS (maximum 5 points)

LOCAL PREFERENCE

- a. To qualify for the 5 points for Local Vendor Preference the Primary vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the schedule bid/proposal due date. Vendor must complete bid the Local Vendor Affidavit Form within BidSync.
- b. Preferences shall not apply to solicitations for purchases or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

CONTRACT AWARD

The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

The City reserves the right to award to multiple qualified firms for same service areas to be rendered on an as-needed basis.

The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

A copy of the recommended ranking will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may also obtain a copy of the final ranking from BidSync at: <http://www.bidsync.com>

After the Intent to Award has been successfully posted the City will enter into negotiations with the successful firms.

The City may cancel this contract due to default. Contractors and their subcontractors' employees' performance, non-performance, service, conduct, actions and/or administrative contract support may result in disciplinary action to include, but not be limited to warning letters, remediation period, notice or breach, notice of default, suspension, up to immediate cancellation of the contract.

The City has established a Local Business Incentive Program whereby a Local Business may qualify for a local business preference. To qualify, the prime bidder must have maintained a permanent place of business with one or more full-time employees within Leon, Wakulla, Gadsden, or Jefferson County, Florida for a minimum of six (6) months prior to the date proposals are scheduled to be received by the City of Tallahassee. To be eligible, the prime bidder must complete, sign, and submit attached Local Business Certification Application. If prime bidder is already certified as a Local Business, submit copy of your Local Business Certificate with your response to this solicitation. In addition, the local business or firm must perform at least 60% of the scope of work using employees in its local place of business.

- Effective May 9, 2012, Local Business Certified Firms located within Leon, Gadsden, Wakulla, or Jefferson Counties receive the maximum points referenced in Section 5 of this solicitation.
- Firms located outside of the above referenced counties receive "0" Points.

NOTE: Local Business Preference shall not apply to procurements or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

TAB 4 – ADAPT TO CITY WORKLOAD (maximum 15 points)

Provide information that demonstrates an understanding of the City of Tallahassee utilities construction service needs. Describe overall approach/philosophy to administering the contract and providing proposed services focusing primarily (but not exclusively) on the following:

- (a) Daily Production & Scheduling
- (b) Ability to Add/Authorize Overtime
- (c) Ability to Add/Bring In Additional Crews
- (d) Availability to Supply Materials

TAB 5 – EQUIPMENT (maximum 15 points)

Provide information that documents the equipment that Contractor proposed to use to perform work covered in this Request for Proposal:

- (a) Availability, Condition, and Model/Years
- (b) Maintenance Programs
- (c) Replacement Programs

TAB 6 – CUSTOMER RELATIONS (maximum 20 points)

Describe overall approach/philosophy to customer relations focusing primarily (but not exclusively) on the following:

- (a) Customer Service Program
- (b) Approach to ensuring Customer Satisfaction
- (c) Resolving Contract Dispute Approach
- (d) Problem Solving Initiatives
- (e) Working with External Customers

TAB 7 – REFERENCES (maximum 10 Points)

- (a) List of five (5) references – representative of related past experience including at least two references for current contracts. References to include, as a minimum, project manager or other contact person if project manager is no longer available, company name, phone number, and dates and brief description of project(s).
- (b) The City reserves the right to contact all references to obtain, without limitation, the following information:

- How satisfied was the owner with daily operations on the project?
- How effectively did Respondents address problems that arose during the project?
- How well did Respondents minimize the effect of its activities on nearby operation and activities?
- How would the owner evaluate the number of validity of Respondents generated change orders?
- How well did Respondents manage its subcontractors?
- How would the owner rate Respondents' safety record on the project?
- How competent and professional were Respondents' project foremen and other key personnel?
- How satisfied was the owner with the finished product?
- Would the owner hire Respondents for another construction related project?

TAB 8 – MBE PLAN & MBE CERTIFICATION (MAXIMUM 20 POINTS)

- Present a narrative description /Plan of how the MBE goal of 5% aggregate fee participation will be met or exceeded during this project. This Plan should explain the work scope designated for each MBE firm, the duration of and phases in which the assignments occur and how the assignments coordinate within the overall project plan. **(3 Pages Maximum for Plan)**
- For each MBE firm on your team, include Attachment C (MBE Utilization Form) along with their Certification documents.
- If there are no MBE firms on your team, complete the Determination of Good Faith Effort (Attachment D) and include in TAB 8. The MBE submission requirements are detailed in Section 6.0 of this RFP.

3.4 SOLICITATION DOCUMENTS/ATTACHMENTS

Complete and attach the forms contained in the attachments:

- Attachment A –EXPERIENCE AND ABILITY
- Attachment A1 –REFERENCES
- Attachment B – Representations/Certifications
- Attachment C – MBE Utilization Form
- Attachment D – Statement of Good Faith Efforts
- Attachment E - Local Vendor Affidavit
- Attachment F- Federal IRS Form W-9 (download from www.irs.gov)
- Attachment G – Chapter A -General Specifications.
- Attachment H - Chapter B –Gas main and service Tap installation & Testing Specification.
- Attachment I – Chapter C - Joint trench Specifications.

- Attachment J – Chapter D Specifications for The Installation of Conduits and Electrical Equipment for Power Delivery.
- Attachment K – Electrical Conduit and Equipment Installation.
- Attachment L – Gas Main And Service Taps Installation
- Attachment M – General Utility Work
- Attachment N – Electric Conduit and Equipment Utility Items
- Attachment O – Gas Mains and Services Utility Items
- Attachment P – General Utility Work Items
- Attachment Q – Time and Equipment Rates
- Attachment R – Sample Contract

3.4 Proposals shall be submitted as follows.

3.4.1 All COMPLETE proposals must be submitted into Bonfire no later than the date & time specified in SECTION 4.0 SCHEDULE OF EVENTS. Late proposals will not be accepted. Failure to comply with this, or any other paragraph of the Request for Proposals, shall be sufficient reason for rejection of the proposal.

3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.

3.4.5 The City shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

SECTION 4.0 SCHEDULE OF EVENTS

The proposed time schedule as related to this solicitation is as follows

Release of RFP	August 29, 2022
MANDATORY Pre-Proposal Conference Any Prime vendor not in attendance/represented at this mandatory meeting will be deemed non-responsive and ineligible to submit a response for any award consideration.	September 7, 2022, 2:00 PM* Location: 2602 Jackson Bluff Road, Tallahassee, Florida 32304
Deadline for Requests for Clarifications, Questions	September 9, 2022, 4:00 PM *
Deadline for Submission of Proposal	September 20, 2022, 2:00 PM*
Scoring/Ranking/Selection	September 28, 2022, 2:00 PM*
Intent to Award	September 29, 2022*
Anticipated Contract Approval/Award	October 2022*

*Dates are subject to change Specific dates/times will be determined at each phase.

SECTION 5.0 EVALUATION OF PROPOSALS

5.1 Evaluation Criteria: The City shall evaluate and rank responsive proposals and score them using the following criteria:

5.1.1 Scoring Criteria Table

CRITERIA	MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL			
Tab 1 - Executive Summary	0	0	0
Tab 2 - Experience/Ability – Gas Mains & Service Taps	10	1	10
Experience/Ability – Electric Duct Banks & Equipment	10	1	10
Experience/Ability – Joint Trenching: Gas & Electric	10	1	10
Experience/Ability – Training & Safety Program	10	2.0	20
Experience/Ability – Experienced & Qualified Personnel	10	1.5	15
Tab 3 - Local Vendor Preference	5	1	5
Tab 4 - Adapt to City Workload	10	1.5	15
Tab 5 - Equipment	10	1.5	15
Tab 6 - Customer Relations	10	2	20
Tab 7 - References	10	1	10
Tab 8 - MWBE Plan and Certification	20	1	20
COST/PRICE PROPOSAL			
Cost to the City	50	1	50
Maximum Points Allowed			200

5.2. TECHNICAL SCORING SCALE TABLE

The City shall evaluate and rank technical proposals using the scoring following matrix:

5.2.1. Technical Scoring Scale Table

Score	Basic Description	Full Description
0 - 1	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
2 - 3	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .

4 - 5	Below Average / Meets Some Expectations	The proposal meets some of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
6 - 7	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
8 - 9	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element, may exceed some areas; respondent's information for this element of the evaluation criteria is above average .
10	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is excellent .

SECTION 6.0 MINORITY BUSINESS PARTICIPATION

MBE participation shall be a selection criterion in the RFP evaluation /scoring process.

6.1 It is the goal of this Project to have a minimum 5% Aggregate MBE participation. The Consultant shall include an MBE Participation Plan within the RFP response. Key elements of the plan will include:

- 6.1.1 An explanation / narrative of how the goal of 5% Aggregate participation shall be met for this contract.
- 6.1.2 List of the locally certified MBE firms that will be utilized on this contract including the services they are to provide.
- 6.1.3 The methodology for monitoring the MBE participation on a continuing basis.
- 6.1.4 If no suitable MBE participation can be found, the Respondent must demonstrate a Good Faith Effort was made to identify a suitable MBE and Attachment D will need to be included in the RFP Response.

MWBE Score Outcomes	
Score	Response
4 Points	MWBE Section demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship, but the MWBE Participation Plan is ineligible for 5 or 10 points. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
10 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is

	necessary for responsiveness.
14 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
18 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.
2 Points	Optional - Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.

6.2 Good Faith Effort

Failure to submit the MBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MBE portion of the proposal specifications. If MBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.

6.3 As part of the RFP Evaluation process, a total of 20 points may be awarded for MBE participation: 10 points for the MBE plan and 10 points for utilizing a certified MBE firm(s). The City's MBE Office will evaluate the MBE plans. Failure to submit a plan will result in the SOQ not receiving the 5 points toward the evaluation score.

Attachment C must be submitted for each MBE firm proposed, as supporting documentation to the MBE Certification. NOTE: When submitting the MBE Utilization Form, **ensure** all proposed MBE vendors are certified through the City of Tallahassee or Leon County and are located in the "Local Market Area" of Leon, Wakulla, Gadsden or Jefferson counties. No other certification is acceptable. An MBE vendor **will not be considered** in the MBE goal of 5% aggregate if that vendor is not certified by the City of Tallahassee or by Leon County at the time of receipt of the Qualification Statement.

6.4 An MBE directory is available from the City of Tallahassee website at <http://www.talgov.com/economic/pdfs/directory.pdf> or Leon County's website at <http://www.leoncountyfl.gov/mbe>. Information found at these websites may not be up-to-date.

6.5 Should you have any MBE related questions, including Good Faith Efforts criteria, please contact LaTanya Raffington of the Tallahassee-Leon County Office of Economic Vitality Minority Women Small Business Enterprise (MWSBE) Division at (850) 219-1060.

SECTION 7.0 CONTRACT AWARD

7.1 The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

7.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

7.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. The rankings may also be viewed at the following site, then find the applicable "Bid Identifier" (see cover page), then click on "Details"

SECTION 8.0 RIGHT OF REJECTION:

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 9.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

CHRISTINA GUERRA-WEIMER, PURCHASING AGENT

E-MAIL: Christina.Guerra-Weimer@talgov.com

DEADLINE FOR ALL QUESTIONS: timeline as specified in Section 4.0 Calendar of Events. All questions must be submitted in writing using the Bonfire system.

SECTION 10.0 GENERAL TERMS AND CONDITIONS

10.1 EQUAL OPPORTUNITY AGREEMENT

- 10.1.1 In connection with work performed under a City of Tallahassee contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.
- 10.1.2 By submitting a proposal in response to this solicitation, the Respondent agrees to --
 - (a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
 - (b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- 10.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

10.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2) (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

10.4 ISSUANCE OF ADDENDA

10.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

10.4.2 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

10.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

10.5 PAYMENT:

10.5.1. Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

10.5.2. Withholding Payment

In the event a contract is canceled under any provision herein, the City of

Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

10.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

10.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service providers should indicate in its proposal whether the coverage is provided on a claim made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

10.6.1. Other Insurance Provisions

10.6.1.2. Commercial General Liability and Automobile Liability Coverage's

The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.6.1.3. Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

10.6.1.4. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to

Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

City named as "additional insured" as its interest may appear.

10.6.1.5. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

10.6.1.6. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

10.6.1.7. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

10.6.1.8. Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

10.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call the agent on record **or through FRS TDD at 771** at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted on Bonfire as far in advance of the meeting as possible.

10.8 CONFIDENTIALITY

- 10.8.1 By submitting a proposal in response to this solicitation, a Respondent acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 10.8.2 Should any person request to examine or copy any material so designated and provided the affected Respondent has otherwise fully complied with this provision, City, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

10.9 **GRIEVANCE PROCEDURE**

- (a) **Right to Protest.** Any prospective bidder, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

- (b) **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- (c) **Protest Bond.** Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less.

- (d) **Final Decision.** The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the

amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest.

(e) **Stay of Procurement During Bid Protest**

In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

10.10 **Mandatory Pre-Proposal Conference**

Day/Date: September 7, 2022

Time: 2:00 PM (Eastern Time)

Where: 2602 Jackson Bluff Road, Tallahassee, Florida 32304

Any Prime vendor not in attendance/represented at this mandatory meeting will be deemed non-responsive and ineligible to submit a response for any award consideration. Meeting will begin promptly at 2:00 PM.

10.11 **RESERVED NOT USED**

10.12 **PROHIBITED COMMUNICATIONS**

As provided for in the City of Tallahassee Code of Ordinances, Number 11-O-03AA, subsection 2-357, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any City Commissioner or Commissioners staff, or any city employee authorized to act on behalf of the City Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

ATTACHMENT A
EXPERIENCE AND ABILITY
To be supplied by Respondent

ATTACHMENT A1
REFERENCES
To be supplied by Respondent

**ATTACHMENT B
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____
WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)



ATTACHMENT C
MBE UTILIZATION FORM

Respondent: _____

Address: _____

Phone: _____ - _____ - _____ RFP Number 082-22-CG

RFP NAME: **Installation of Gas Mains and Electric Conduits**

MBE SUB CONTRACTORS INTENDED TO BE UTILIZED ON THE PROJECT

Name of MBE Sub-Contractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Is the sub-contractor a certified MBE? ____ Yes ____ No

If yes, please provide a copy of your certification letter or certificate.

Dollar amount of contract with sub-contractor/supplier: _____ %

Percentage amount of contract with sub-contractor/supplier: _____ %

Description of scope of work performed under agreement with the sub-contractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-CONTRACTOR/SUPPLIER.

ATTACHMENT D

STATEMENT OF GOOD FAITH EFFORTS MBE Professional Service Projects

PROPOSER: _____

DATE: _____

This form is to be completed if proposer fails to achieve the MBE goals established for this project. The proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the proposal being determined as non-responsive to the MBE goals.

The following list is not intended to be exclusive or exhaustive and the City will look not only at the different kinds of efforts the proposer has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the proposer to exercise good faith efforts. Any act or omission by the City shall not relieve the proposer of this responsibility.

Criteria listed below are consistent with the intent of **Section 16.5.9 of the City's Administrative Policies & Procedures Manual, as amended.** A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. **Attendance at Pre-Proposal conference, if held:**

____ Yes ____ No ____ Not Held

(10 POINTS)

2. **Whether and when the proposer provided written notice to certified MBE's listed in the City of Tallahassee MBE and/or Leon County Government Program directories that perform the type of work to be subcontracted and advising the MBE's of the specific work the proposer intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.**

(20 POINTS)

All letters from proposers to prospective MBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to proposal opening.

A. Provide complete list of all MBE's solicited.

B. Provide **DATE** letters were mailed (MBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.
- Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.
- Availability of specifications and plans through your office.
- Best time to reach you by phone (MBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. **Whether the proposer selected feasible portions of work to be performed by MBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the proposer to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals.** (10 POINTS)

If appropriate, detail any subcontracting category that you have broken down to assist MBE firms and list firms that have been made aware of this reduced scope.

<u>Subcontracting Category</u>	<u>MBE Firm</u>

4. **Whether the proposer considered all quotations received from MBE's and for those quotations not accepted, the proposer should provide an explanation of why the MBE will not be used during the course of the contract. Receipt of lower quotation from non-MBE will not in itself excuse a proposer's failure to meet project goals.** (15 POINTS)

List all MBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MBE firm) and their quote:

<u>Name of MBE</u>	<u>MBE's Quote</u>	<u>Name of non-MBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>

5. **Whether the proposer provided interested MBE's assistance in reviewing the contract plans and specifications.** (5 POINTS)

Name the MBE firms provided assistance and describe how your firm provided such assistance.

6. **Whether the proposer assisted interested MBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary.** (5 POINTS)

If the project was above \$200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the MBE's assisted and describe the assistance provided.

7. **Indicate whether the proposer has utilized MBE subcontractors on City, or other local, contracts within the past six months.** (10 POINTS)

<u>Project Name</u>	<u>MBE Firms Used</u>	<u>Dollar Value</u>

8. **Whether the proposer advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities.** (10 POINTS)

List which papers carried your ad and attach a copy of the ad.

9. **Written documentation that the proposer contacted the City of Tallahassee's MBE Office, other local M/WBE Offices or, if applicable, Federal MBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down.** (10 POINTS)

List minority/women organizations contacted.
(A minimum of three organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>

10. **Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts.** (5 POINTS)

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.

ATTACHMENT E



Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the submission of bids/quotes, to the City of Tallahassee, and
- b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: () Fax: ()
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: () Fax: ()

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a Prime Respondent/Proposer meets the definition of a "local business."

ATTACHMENT F

Federal IRS Form W-9
(Respondent to provide)



NOTICE TO RESPONDENTS

September 14, 2022

ADDENDUM No. 1

REQUEST FOR PROPOSALS NO.: RFP-082-22-CG

INSTALLATION OF GAS MAINS AND ELECTRIC CONDUITS

1. This addendum consists of multiple pages and incorporates changes and/or clarifications to the above referenced RFP released on August 29, 2022, only in the manner and to the extent stated herein and shall become part of the resulting contract.
2. Respondent must acknowledge receipt and acceptance of this addendum prior to submitting a response in Bonfire.
3. Changes made to the RFP are identified as: **words stricken are deletions; words underlined are additions.**
4. **QUESTIONS & ANSWER:** Per Section 9.0, below are answers to questions submitted prior to the September 9th deadline reflected in Section 4.0 Schedule of Events. All written questions are produced in the same format as the vendor.

1.	During the RFP 082-22-CG Pre-Bid Meeting held on 9/7/22, the City of Tallahassee (Fran Shewan) stated that an Addendum is going to be issued which would include updated forms, references, and other RFP clarifications. Can you please advise when the addendum(s) will be issued in order for the contractor to review and implement with our proposal?
ANSWER:	<i>September 15, 2022. Addendum 1 incorporates all revisions made to the solicitation, including an updated calendar in Section 4.0.</i>
2.	Will you please confirm that solicitation emails/letters from Contractor to MBE Firms are acceptable in lieu of posting advertisements with regards to MBE Participation?
ANSWER:	<i>Yes, please see Revised Attachment C, specifically Good Faith Effort Documentation Form. Respondents have the option to provide copies of written correspondence and/or copies of advertisements.</i>
3.	Will you please advise what the GPS Requirements and As-Built Deliverables are for this RFP?

ANSWER:	See REVISED ATTACHMENT G, CHAPTER A, GENERAL SPECIFICATIONS.
4.	Good day! I'm with ConstructConnect. We're currently reporting on the above-mentioned project and I was hoping to get the estimated construction budget. • I also have a few questions for you. - o Can I get a copy of the pre-bid meeting sign-in sheet, if available? - o Can I get a copy of any addenda issued to date?
ANSWER:	a. \$12 million b. This is a public record request and will be handled through that system c. As of this date, this is the only addendum issued.

END OF QUESTIONS AND ANSWERS

5. SOLICITATION CHANGES

This RFP is amended to reflect the following changes:

- A.** SECTION 2.0, STATEMENT OF WORK/SPECIFICATIONS, is hereby deleted in its entirety and replaced with REVISED SECTION 2.0, STATEMENT OF WORK/SPECIFICATIONS.
- B.** SECTION 3.0, PROPOSAL SUBMITTAL RESPONSE REQUIREMENTS, is hereby deleted in its entirety and replaced with REVISED SECTION 3.0, PROPOSAL SUBMITTAL RESPONSE REQUIREMENTS.
- C.** SECTION 4.0, SCHEDULE OF EVENTS, is hereby deleted in its entirety and replaced with the following:

The proposed time schedule as related to this solicitation is as follows:

Deadline for Submission of Proposal	September 20, 2022, 2:00 PM* <u>September 22, 2022, 2:00 PM*</u>
Scoring/Ranking/Selection	September 28, 2022, 2:00 PM*
Intent to Award	September 29, 2022*
Anticipated Contract Approval/Award	October 2022*

*Dates are subject to change Specific dates/times will be determined at each phase.

- D. A portion of SECTION 6. is hereby deleted in its entirety, specifically Section 6.1, including 6.1.1 through 6.1.4 and 6.3. Accordingly the MWBE Score Outcomes is now 6.1, Good Faith Effort is 6.2, 6.4 and 6.5 are renumbered as 6.3 and 6.4. For further information regarding MWBE, see Section 3.3 Tab 8 MBE PLAN & MBE CERTIFICATION.
- E. SECTION 10.6, INSURANCE REQUIREMENTS, is hereby deleted in its entirety and replaced with the following:

10.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

10.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service providers should indicate in its proposal whether the coverage is provided on a claim made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

10.6.1. Other Insurance Provisions

10.6.1.1. Commercial General Liability and Automobile Liability Coverage's

The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.6.1.2. Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

10.6.1.3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

City named as "additional insured" as its interest may appear.

10.6.1.4. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

10.6.1.5. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

10.6.1.6. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

10.6.1.7. Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

F. SECTION 10.12, PROHIBITED COMMUNICATIONS, is hereby deleted in its entirety and replaced with the following:

The Purchasing Agent/Procurement Officer identified in Section 9.0 and the Bonfire Bid Contact section is the sole point of contact regarding this solicitation. All questions must be submitted in writing via the e-procurement system. Respondents to this solicitation or persons acting on their behalf may not contact, any city commissioner, his or her staff or any evaluation committee members (evaluators) concerning any aspect of this solicitation, between the release of the solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process. Violation of this provision shall result in disqualification of respondent's bid, proposal or reply, termination of any resulting contract and suspension or debarment.

- G.** Attachment A- Experience & Ability and A1 – References are deleted in their entirety and replaced with REVISED Attachment A REFERENCES
- H.** Attachment C, MBE Utilization Form, is hereby deleted in its entirety and replaced with REVISED Attachment C and includes multiple forms: Minority and Women Business Enterprise Plan, Good Faith Effort Documentation, Spreadsheet and Acceptable Good Faith Documentation, Mentor-Protégé, Joint-Venture Partnership and Association Affidavit, Apprenticeship or Externship Affidavit.
- I.** Attachment D, Statement of Good Faith Efforts, is hereby deleted in its entirety.
- J.** Attachment G, Chapter A, General Specifications, is hereby deleted in its entirety and replaced with REVISED Attachment G, Chapter A, General Specifications.
- K.** Attachment M, General Utility Work, is hereby deleted in its entirety and replaced with REVISED Attachment M, General Utility Work.
- L.** Attachment R, SAMPLE Contract is hereby deleted in its entirety and replaced with REVISED Attachment R – Sample Contract

END OF ADDENDUM #1

REVISED SECTION 2.0 STATEMENT OF WORK/SPECIFICATIONS
(Specifically sections 2.9-2.11, and the addition of Section 2.12 Deliverables.)

- 2.1 Work shall be performed on an as needed basis. The Contractor shall be responsible for obtaining the necessary information regarding the location of the required construction services to accurately complete the contract work. The City shall request estimates of the work to be performed. Each estimate request shall set forth the work to be accomplished, time to complete, materials required, and applicable specification and drawings to be followed.
- 2.2 All permits and fees shall be obtained and paid prior to the commencement of any work by the Contractor. There may be instances where the City will obtain permits and remit fees to the permitting agency. (Contractor shall bill these actual permit costs to the City of Tallahassee)
- 2.3 The scope of services required by the City in connection with this request for proposal covers a broad spectrum; services provided should include, but need not necessarily be limited to the following:
- Cased Boring
 - Uncased Boring
 - Trenching/Backhoe Work
 - Install conduit (turn-ups) in energized equipment
 - Install jet string in conduit with 400lbs breaking strength
 - PVC Conduit Installation in open trench – 20 ft. sections
 - Plant items, e.g., manholes, transformer pads, service handholds or pedestals, light handholds, switchgear pits, streetlights, etc.
 - Conduit Elbows
 - Electric duct bank Spacers and Tie Downs
 - Fill Sand
 - Flowable Fill
 - Concrete Installation
 - Concrete Removal
 - Streetlights
 - Pulling/Installing Street Light Wire
 - Asphalt Patching
 - Asphalt Removal
 - Sidewalk/Driveway Replacement
 - Sod Replacement
 - Type “B” Backfill
 - Compaction
 - Density Test
 - Erosion Controls
 - Gas Mains
 - Service Lines
 - Excess Flow Valves
 - Gas Valves

- Valve Boxes
- Steel
- Fabricated Offsets
- Polyethylene PE 4710, SDR 11 Butt Fusion Fittings
- Polyethylene PE 4710, SDR 11 Butt Fusion Reducers
- Weld-end Transition Fittings – External Epoxy Coating
- Round Base Outlet Tapping Tee
- Installation of Mueller Stopper Fittings
- Test Station
- Labor Rates
- Equipment Rates

2.4 Personnel Requirements – Only qualified contract employees will be allowed to perform the various work requirements. The hourly rate provided in the cost proposal shall include full compensation for labor, travel time, and other costs to the Contractor. Rate is to be straight time.

2.5 Contractor Requirements:

- 2.5.1 Comply with all contract requirements, including those in the purchase order for specific jobs.
- 2.5.2 Identify and communicate in writing any additional work tasks necessary to satisfactorily accomplish projects or jobs.
- 2.5.3 Perform required tasks and produce timely outcomes of the required quality in an efficient and cost-effective manner.
- 2.5.4 Furnish through its workforce, the appropriate and necessary supervision, labor, tools, equipment, machinery, materials, supplies, and other incidental services, including all relevant licenses and qualifications necessary to perform the services contemplated by this RFP.
- 2.5.5 Provide written notice of any changes of the company's project manager, superintendent, and foreman that oversees a construction project to the Contract Manager.
- 2.5.6 Maintain a clear line of communication with the respective City of Tallahassee Utility Services Group representatives.
- 2.5.7 Maintain project records of expenditures and deliverables.
- 2.5.8 Comply with Prevailing Wage.
- 2.5.9 Comply with all applicable local, state, and federal laws, rules, regulations, and any other legal requirements. This shall include those regarding licenses, permits, safety, the environment, and the disposal of hazardous and potentially hazardous materials. Any fines levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the Contractor.
- 2.5.10 During the term of this contract, the Contractor may be required to implement best practices and take action to minimize the release of methane to atmosphere during gas construction activities.
- 2.5.11 Provide a 12-month parts and labor warranty on all new installations from the final acceptance of the completed work. The Contractor shall repair, replace, or make good

on any materials or work which shall fail to function, perform as guaranteed, or be found defective without cost to the City.

2.5.12 Perform cutting and patching tasks, when required, without damaging any structures by providing applicable shoring, bracing, and support as required. All pavement and sidewalk installations or repairs must conform to local, Federal and State requirements.

2.5.13 Always maintain safe working conditions.

2.5.14 Provide for maintenance of traffic and being responsible for traffic control. Operations under this contract shall be scheduled, permitted, and conducted in such a manner and sequence as to cause the least practicable interference with the traveling public, fire protection, and utility service.

2.5.15 Execute daily cleaning procedures during construction to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.

2.5.16 Remove, preserve, and reinstall all affected street signs, mailboxes, and bus stop signs.

2.5.17 Protect all trees, shrubbery, plantings, or improvements on private property that are not directly within the construction limits from damage.

2.5.18 Repair, at Contractor's expense, any area that is disturbed during construction that is outside the limits of construction.

2.5.19 Always exercising and taking precautions for the protection of persons, including employees, and property. If necessary, barricades, portable barrier rails, vertical panels, and drums will be provided by the Contractor, at Contractor's expense, where hazardous conditions are present. Devices shall not be stored along the roadway within (30) feet of the edge of the traveled way.

2.5.20 Being aware of any regulatory floodways and ensure proper disposal of any materials that would affect the floodway flow.

2.5.21 Replacement of topsoil that is spread evenly over the areas as directed by the project manager. The surface of the topsoil shall provide a uniform slope and grade. Sod shall be used on all slopes as directed.

2.5.22 Contractor will be required to provide advance notice in writing of at least three (3) days to all property owners/affected parties when construction activities directly impact access to their property.

2.6 City Responsibilities:

- Provide Contractor access to the work sites.
- Provide adequate construction documents, drawings, specifications, and work estimates necessary to construct projects.
- Provide materials where required.
- Provide a City purchase order for each project.
- Provide inspectors on the job who shall at all times have access to the work to ensure quality control.

2.7 Materials, Inspection, and Workmanship – The City has the right to inspect any material to be used in carrying out the terms of the contract. The City does not assume any responsibility for the quality and standards of Contractor provided material, equipment, components, or completed work under the contract. Any such materials, equipment, components, or

completed work which does not comply with City of Tallahassee specifications, State statutes, or Local codes may be rejected by the City and shall be replaced by the Contractor at no cost to the City.

- 2.8 Work Orders – All work authorization will be issued via a City purchase order. Every order is subject to the terms and conditions of this RFP that will become an integral part of the final contract document.
- 2.9 Work Delay – No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City. Work may be performed on the weekends or City Holidays at the applicable rates identified in the price sheet(s). ~~Overtime work is not allowed unless approved in writing by a purchase order issued.~~
- 2.10 Emergency Services – The Contractor may be asked to perform emergency services at times other than normal working hours. Contractor awarded this contract must have work crews available on a 24-hour day call. The response time for emergency services, after so reported by the City to the Contractor, shall be within three (3) hours. The Contractor shall be on-site with required personnel, tools, and equipment. Emergency work may be ordered orally by an authorized City representative and followed up within twenty-four (24) hours by a written purchase order. There are no emergency service rates. All services provided under the resultant contract shall be billed at the applicable rates identified in the price sheet(s).

Before performing any work against the contract, the Contractor shall furnish, in writing, the names and emergency telephone number(s) of the Contractor's representatives to be contacted outside or past normal working hours.

- 2.11 Licensure/Minimum Training – The Contractor must possess a current Florida certified DBPR Electrical Contractors License and have staff that are qualified to work on energized equipment up to 12 kV. If the Contractor does not possess a current Florida certified DBPR Electrical Contractors License and staff that are qualified to work on energized equipment up to 12 kV, the Contractor must obtain that licensure and staff within 6-months of contract execution.

Staff must have knowledge of electrical theory and occupational hazards connected with the performance of this work. The Contractor must be skilled in the proper use of line worker tools, personal protective equipment, maintenance of traffic and trained in CPR and First Aid. Qualifications must be provided to the City of Tallahassee for review and approval prior to any energized work by the Contractor. Contractor must adhere to the APPA safety manual Section 507.1, 509.3, and 509.4. The Contractor must be qualified to perform covered tasks on the gas distribution pipeline through an Operator Qualification plan acceptable to the City of Tallahassee.

- 2.12 Deliverables – Projects will vary in scope. As such, the Contractor shall submit department-requested information and/or documentation to confirm project completion.

REVISED SECTION 3.0 PROPOSAL SUBMITTAL RESPONSE REQUIREMENTS
(Specifically Sections 3.2-3.4)

3.2 BONFIRE SUBMISSIONS

3.2.1. BONFIRE LINE ITEM 1 – COST/FEE PROPOSAL

The fee shall include all travel, equipment, and any other related expenses. Respondents shall submit their Fee Proposal based on proposal instructions.

All pricing pages in provided WORD documents and EXCEL Pricing Sheets must be uploaded in this section.

A. PRICE SHEET INSTRUCTIONS

1. Price Sheets are in both Word and Excel format. The price sheets are paired together as three sets, with the exception of Attachment Q; Set 1, Attachments K(Word) and N(Excel), Set 2: Attachments L(Word) and O (Excel) and Set 3: Attachment M(Word) and P(Excel).

The respondent shall provide a price(s) in each cell of each price sheet submitted. The Word and Excel versions (price sheet sets) must have identical pricing. In case of conflict, the unit price(s) provided in the Excel version shall prevail.

2. The respondent shall use legible handwriting, if applicable, when completing the price sheet(s). If illegible, the unit price entered in Excel shall prevail.
3. The respondent must complete and upload all seven (7) price sheets.
4. All price sheet calculations will be verified for accuracy by the Procurement Agent. If mathematical error(s) in a respondent's price sheet calculations are identified, unit prices submitted by the respondent in Excel will be used to determine the total price for respondent.

Price(s) will be final based on Procurement Office verification. Department corrected price sheets will be made available upon written request to the respondent.

Only price sheets N&O will be evaluated and used in the calculations identified in Section 3.2.1.1 Cost Fee Analysis for purposes of award.

B. PRICE SHEETS

Price sheets are in sets with the exception of Attachment Q.

Set 1

Attachment K (Word), Electric Conduit and Equipment Installation
Attachment N (Excel), Electric Conduit and Equipment Utility Items

Set 2

Attachment L (Word), Gas Mains and Service Taps Installation
Attachment O (Excel), Gas Mains and Service Utility Items

[Set 3](#)

[Attachment M \(Word\), General Utility Work \(includes Time & Equipment Rates\)](#)

[Attachment P \(Excel\), General Utility Work Items](#)

[Attachment Q \(Excel\), Time & Equipment Rates](#)

3.2.1.1 Cost/Fee Price Analysis

The price analysis is conducted by the Procurement Division through the comparison of price responses submitted. The maximum points will be awarded to the lowest responsive price response. Responses with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest price response to the higher price response. The scoring for cost/fee proposal shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Cost/Price Points

Scoring Example:

The cost/fee proposal will be worth a total of 30 points to the lowest cost provider with others receiving points based on how their proposal compares against the low-cost provider. The cost category will be scored as follows:

The maximum number of cost proposal points will be given to the Respondent submitting the lowest responsive cost proposal using the sum of all requested fees on [Attachment N & O \(for evaluation purposes only\)](#). All other Respondents will receive points in this category weighted relative to how their cost fares against the low-cost proposal. The following **example** illustrates the method utilized to proportionally award the cost proposal points. For purposes of this example, assume the maximum number of **cost** points is 30:

<u>Cost Proposal</u>	<u>Respondent</u>	<u>Points Awarded</u>	<u>Calculation</u>
\$100,000	Respondent 1 (Lowest Cost)	30.00	Receives Total Points
\$125,000	Respondent 2	24.00	$(100,000/125,000) \times 30$
\$150,000	Respondent 3	20.00	$(100,000/150,000) \times 30$ and so on

3.2.1.2. The Respondent's cost/fees shall include all materials, equipment, supplies, labor, transportation, and any other related expenses.

3.2.2 **BONFIRE** [LINE ITEM 2](#) – TECHNICAL PROPOSAL

~~Technical Proposal shall be uploaded as Line Item 2.~~ The response to this RFP should include all information required. Please note that the proposal should address the requirements listed in a clear and concise manner in the order stated. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.

~~The submitted proposal must follow the rules and format described in the Statement of Work.~~ Adherence to these rules will ensure a fair and objective analysis of all proposals. Unnecessarily lengthy documents are discouraged. Proposers shall clearly label each section.

- 3.3 **TECHNICAL PROPOSAL**: Respondent's shall construct their proposal in the following format and a tab must separate each section. **DO NOT SUBMIT TECHNICAL PROPOSAL and COST PROPOSALS together in any document or file package. SAVE in separate files and label appropriately as your COMPANY NAME and Technical or Cost.**

Including price and technical in the same document or file package may be grounds for deeming your proposal non-responsive.

TAB 1 - EXECUTIVE SUMMARY (2-page limit) (zero points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – EXPERIENCE AND ABILITY (10 page limit) (maximum 65 points)

Respondents should submit satisfactory evidence that they have a practical knowledge of the particular work covered in this Request for Proposal and that they have the necessary financial resources to complete the proposed work. Contractor must have experience performing the applicable category of work for at least three (3) years.

Provide information that documents your firm's qualifications to produce the required outcomes, including your ability, capacity, skill, financial strength, and number of years of experience in providing the proposed services in the following areas:

(Breakdown of Tab 2 Points)

- (a) Gas Mains & Service Taps (10 points)
- (b) Electric Duct Banks & Equipment (10 points)
- (c) Joint Trenching: Gas and Electric (10 points)
- (d) Training & Safety Programs (20 points)
- (e) Experience & Qualified Personnel (15 points)

TAB 3 – LOCAL BUSINESS (maximum 5 points)

LOCAL PREFERENCE

a. To qualify for the 5 points for Local Vendor Preference the Primary vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the schedule bid/proposal due date. Vendor must complete bid the Local Vendor Affidavit Form within [BidSync Bonfire](#).

b. Preferences shall not apply to solicitations for purchases or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

CONTRACT AWARD

~~The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.~~

~~The City reserves the right to award to multiple qualified firms for same service areas to be rendered on an as-needed basis.~~

~~The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.~~

~~A copy of the recommended ranking will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may also obtain a copy of the final ranking from BidSync at: <http://www.bidsync.com>~~

~~After the Intent to Award has been successfully posted the City will enter into negotiations with the successful firms.~~

~~The City may cancel this contract due to default. Contractors and their subcontractors' employees' performance, non performance, service, conduct, actions and/or administrative contract support may result in disciplinary action to include, but not be limited to warning letters, remediation period, notice or breach, notice of default, suspension, up to immediate cancellation of the contract.~~

~~The City has established a Local Business Incentive Program whereby a Local Business may qualify for a local business preference. To qualify, the prime bidder must have maintained a permanent place of business with one or more full-time employees within Leon, Wakulla, Gadsden, or Jefferson County, Florida for a minimum of six (6) months prior to the date proposals are scheduled to be received by the City of Tallahassee. To be eligible, the prime bidder must complete, sign, and submit attached Local Business Certification Application. If prime bidder is already certified as a Local Business, submit copy of your Local Business Certificate with your response to this solicitation. In addition, the local business or firm must perform at least 60% of the scope of work using employees in its local place of business.~~

- ~~• Effective May 9, 2012, Local Business Certified Firms located within Leon, Gadsden, Wakulla, or Jefferson Counties receive the maximum points referenced in Section 5 of this solicitation.~~
- ~~• Firms located outside of the above referenced counties receive "0" Points.~~

~~NOTE: Local Business Preference shall not apply to procurements or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.~~

TAB 4 – ADAPT TO CITY WORKLOAD (maximum 15 points)

Provide information that demonstrates an understanding of the City of Tallahassee utilities construction service needs. Describe overall approach/philosophy to administering the contract and providing proposed services focusing primarily (but not exclusively) on the following:

- (a) Daily Production & Scheduling
- (b) Ability to Add/Authorize Overtime
- (c) Ability to Add/Bring In Additional Crews
- (d) Availability to Supply Materials

TAB 5 – EQUIPMENT (maximum 15 points)

Provide information that documents the equipment that Contractor proposed to use to perform work covered in this Request for Proposal:

- (a) Availability, Condition, and Model/Years
- (b) Maintenance Programs
- (c) Replacement Programs

TAB 6 – CUSTOMER RELATIONS (maximum 20 points)

Describe overall approach/philosophy to customer relations focusing primarily (but not exclusively) on the following:

- (a) Customer Service Program
- (b) Approach to ensuring Customer Satisfaction
- (c) Resolving Contract Dispute Approach
- (d) Problem Solving Initiatives
- (e) Working with External Customers

TAB 7 – REFERENCES (maximum 10 Points)

- (a) [Utilizing Attachment A, References Form.](#) List of five (5) references – representative of related past experience including at least two references for current contracts ([exclude COT Electric & Gas references, if any](#)). References to include, as a minimum, project manager or other contact person if project manager is no longer available, company name, phone number, and dates and brief description of project(s).
- (b) The City reserves the right to contact all references to obtain, without limitation, the following information:
 - How satisfied was the owner with daily operations on the project?
 - How effectively did Respondents address problems that arose during the project?
 - How well did Respondents minimize the effect of its activities on nearby operation and activities?
 - How would the owner evaluate the number of validity of Respondents generated change orders?
 - How well did Respondents manage its subcontractors?
 - How would the owner rate Respondents' safety record on the project?
 - How competent and professional were Respondents' project foremen and other key personnel?
 - How satisfied was the owner with the finished product?
 - Would the owner hire Respondents for another construction related project?

TAB 8 – MBE PLAN & MBE CERTIFICATION (MAXIMUM 20 POINTS)

All Respondents, including Minority Business Enterprise (MBE) firms and Women Business Enterprise (WBE) firms, must complete and submit the MWBE Participation Plan Form with their responses. Through submission of its response, Respondent certifies, acknowledges, and agrees that Respondent will utilize MBE and WBE firms in compliance with the participation levels specified herein, and that those participation levels are accurate and true.

- A. The Minority Women Small Business Enterprise (MWSBE) Policy of the City of Tallahassee, Leon County Government, and Blueprint the Agency applies to this solicitation. This solicitation has a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

	<u>Project Specific Goal</u>
<u>Certified MWBE Participation</u>	<u>AGGREGATE GOAL – 5%</u>

Certified MBE and WBE firms may participate by providing goods or services in support of the project as a prime, subcontractor or subconsultant identified on the Respondent and Team Summary Form. Firms must be certified by the OEV or the Office of Supplier Diversity, with their home office or main office in the four county market area (Leon, Gadsden, Jefferson, and Wakulla)

- B. Meeting some portion of the project specific goals and completing the Good Faith Effort Form is necessary for your response to remain responsive to this solicitation. If an aggregate goal, Respondents can satisfy the entire project specific goal through certified MBE or WBE firms or any combination thereof. For example, if a project goal is 12% aggregate, the entirety of the goal can be satisfied through certified MBE or WBE firms or any combination thereof, and remain responsive.
- C. Please complete an MWBE Participation Plan Form, include the MBE and WBE firms on your Respondent and Team Summary Form, and, if you are unable to meet the project specific goal, complete a Good Faith Effort Form. If you are unable to meet the project specific goal for MBE and WBE participation, you must submit a Good Faith Effort Form documenting your efforts to identify MBE and WBE firms to participate in order for your response to remain responsive to this solicitation. See also the Acceptable Documentation Form as well as the Good Faith Spreadsheet.
- D. Each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with these requirements should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: <https://oevforbusiness.mwsbe.com>.
- a. ~~Present a narrative description /Plan of how the MBE goal of 5% aggregate fee participation will be met or exceeded during this project. This Plan should explain the work scope designated for each MBE firm, the duration of and phases in which the assignments occur and how the assignments coordinate within the overall project plan. (3 Pages Maximum for Plan)~~
- b. ~~For each MBE firm on your team, include Attachment C (MBE Utilization Form) along with their Certification documents.~~
- c. ~~If there are no MBE firms on your team, complete the Determination of Good Faith Effort (Attachment D) and include in TAB 8. The MBE submission requirements are detailed in Section 6.0 of this RFP.~~

3.4 SOLICITATION DOCUMENTS/ATTACHMENTS

Complete and attach the forms contained in the attachments:

- ~~Attachment A – EXPERIENCE AND ABILITY~~
- ~~Attachment A1 – REFERENCES~~
- [REVISED Attachment A – Reference Form](#)
- Attachment B – Representations/Certifications
- ~~Attachment C – MBE Utilization Form~~
- [REVISED Attachment C – MBE Forms](#)
- ~~Attachment D – Statement of Good Faith Efforts~~
- Attachment E - Local Vendor Affidavit
- Attachment F- Federal IRS Form W-9 (download from www.irs.gov)
- ~~Attachment G – Chapter A – General Specifications~~
- [REVISED Attachment G – Chapter A General Specifications](#)
- Attachment H - Chapter B –Gas main and service Tap installation & Testing Specification.
- Attachment I – Chapter C - Joint trench Specifications.
- Attachment J – Chapter D Specifications for The Installation of Conduits and Electrical Equipment for Power Delivery.
- Attachment K – Electrical Conduit and Equipment Installation.
- Attachment L – Gas Main And Service Taps Installation
- ~~Attachment M – General Utility Work~~
- [REVISED Attachment M – General Utility Work](#)
- Attachment N – Electric Conduit and Equipment Utility Items
- Attachment O – Gas Mains and Services Utility Items
- Attachment P – General Utility Work Items
- Attachment Q – Time and Equipment Rates
- ~~Attachment R – Sample Contract~~
- [Attachment R – REVISED Sample Contract](#)

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

REVISED ATTACHMENT A - REFERENCES

Respondent must complete this form and submit it in accordance with Section 3.3., Technical Proposal, Tab 7 – References. At a minimum, the respondent shall provide five (5) references below.

Company Name and Address	Contact Name, Telephone and Email	Description of Services	Month/Year thru Month/Year

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

RESPONDENT: _____

SOLICITATION NUMBER: _____ DATE: _____

All Respondents, including Minority Business Enterprise (MBE) firms and Women Business Enterprise (WBE) firms, must complete and submit this MWBE Participation Plan with their responses to be deemed responsive to the MWBE Section of this solicitation.

For MWBE participation in Leon County Government, City of Tallahassee, and Blueprint Intergovernmental Agency projects, certified MBE and WBE firms are certified by the Office of Economic Vitality Minority, Women, and Small Business Enterprise (MWSBE) Division. MBE and WBE firms that have their primary business location in Leon, Gadsden, Wakulla, or Jefferson County and that are certified by the Florida Department of Management Services Office of Supplier Diversity also qualify for MWBE participation.

To remain responsive, Respondents must utilize certified MBE and/or WBE firms to fulfill the project specific goal(s). The project specific goal(s) for this solicitation are specified in **Section 1.4** (City of Tallahassee and Blueprint solicitations) or in the **Minority, Women, and Small Business Enterprise (MWSBE) Overview** (Leon County Government solicitations). Respondents that do not meet or exceed the project specific goals must complete the Good Faith Effort Documentation Form to remain responsive, even if they meet a portion of the project specific goal(s).

All necessary MWBE information should be included on the MWBE Forms.

SECTION 1 – MWBE Participation

Complete the following tables for the base bid and any alternates, if applicable. Corresponding Respondent and Team Summary Tables should support the totals in the base bid/alternates. The Total Percentage is calculated by dividing the Total Dollar Amount of Certified Firm Participation by the Total Project Amount. The Certified MBE Firm Participation Total Dollar Amount will correspond to the sum of all dollars spent with Certified MBE Firms listed in the corresponding Respondent and Team Summary Table. The Certified WBE Firm Participation Total Dollar Amount will correspond to the sum of all dollars spent with Certified WBE Firms listed in the corresponding Respondent and Team Summary Table. Round to the nearest whole dollar.

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

Base Bid

BASE BID		
	Total Dollar Amount	Total Percentage (Firm Participation ÷ Total Project Amount)
Total Project Amount	\$	100%
Certified MBE Firm Participation	\$	%
Certified WBE Firm Participation	\$	%

BASE BID RESPONDENT AND TEAM SUMMARY														
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	Vendor Phone & Email	Potential Scope of Work	Estimated Percentage of Services	Indicate the Category that Best Describes Each Firm Listed										
				Non-MWBE		Certified MWBE					Non-Certified MWBE			
				Non-Minority	Certified Small Business	African American	Asian American	Hispanic American	Native American	Non-Minority Female	African American	Asian American	Hispanic American	Native American
TOTAL														

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

Alternate 1

ALTERNATE 1		
	Total Dollar Amount	Total Percentage (Firm Participation ÷ Total Project Amount)
Total Project Amount	\$	100%
Certified MBE Firm Participation	\$	%
Certified WBE Firm Participation	\$	%

ALTERNATE 1 RESPONDENT AND TEAM SUMMARY														
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	Vendor Phone & Email	Potential Scope of Work	Estimated Percentage of Services	Indicate the Category that Best Describes Each Firm Listed										
				Non-MWBE		Certified MWBE					Non-Certified MWBE			
				Non-Minority	Certified Small Business	African American	Asian American	Hispanic American	Native American	Non-Minority Female	African American	Asian American	Hispanic American	Native American
TOTAL														

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

Alternate 2

ALTERNATE 2		
	Total Dollar Amount	Total Percentage (Firm Participation ÷ Total Project Amount)
Total Project Amount	\$	100%
Certified MBE Firm Participation	\$	%
Certified WBE Firm Participation	\$	%

ALTERNATE 2 RESPONDENT AND TEAM SUMMARY														
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	Vendor Phone & Email	Potential Scope of Work	Estimated Percentage of Services	Indicate the Category that Best Describes Each Firm Listed										
				Non-MWBE		Certified MWBE					Non-Certified MWBE			
				Non-Minority	Certified Small Business	African American	Asian American	Hispanic American	Native American	Non-Minority Female	African American	Asian American	Hispanic American	Native American
TOTAL														

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

SECTION 2 – Mentor-Protégé; Joint Venture, Partnership, and Association, and Apprenticeship or Externship

- ☐ Respondent is participating in a Mentor-Protégé relationship in accordance with the [MWSBE Policy](#) with one or more firms identified in the Respondent and Team Summary Form. A Mentor-Protégé Development Plan is attached to this form.
- ☐ Respondent is participating in a Joint Venture, Partnership, or Association in accordance with the [MWSBE Policy](#) with one of the firms identified in the Respondent and Team Summary Form. A Joint Venture, Partnership, and Association Affidavit is attached to this form.
- ☐ Respondent or one or more of the firms identified in the Respondent and Team Summary Form are participating in an Apprenticeship or Externship Program in accordance with the [MWSBE Policy](#). An Apprenticeship or Externship Affidavit is attached to this form.

Respondent will include documentation to support all participation identified above as an attachment to this Form. Necessary forms are included in this solicitation.

SCORING

The MWSBE Division will score the MWBE Section according to the rubric below. 10 Points are available for meeting the project specific goal(s) for this solicitation in Section 1 above. 2 Additional Points are available for demonstrating any item in Section 2.

MWBE SCORE OUTCOMES	
Score	Response
4 Points	MWBE Section demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship, but the MWBE Participation Plan is ineligible for 5 or 10 points. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
10 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
14 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
18 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.
2 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

ACKNOWLEDGEMENT

I hereby certify, as Respondent to this Solicitation, that the information provided herein is true and correct. I affirm that I have authority to bind Respondent to contractual agreements.

Respondent has communicated with the subcontractors and subconsultants identified herein, and those subcontractors and subconsultants understand that Respondent intends to utilize them on this project, if awarded. Respondent agrees that bad faith or dishonesty in the information provided on this MWBE Participation Plan Form is a violation of [MWSBE Policy](#) Section VIII.G. If awarded, Respondent agrees to utilize the firms identified herein, to endeavor to pay those firms the amounts identified herein to meet the project specific goals for this solicitation, to monitor the work of the firms, to provide subcontractor or subconsultant payment information to the MWSBE Division, and to abide by the [MWSBE Policy](#).

Name of Respondent

Title of Signatory

Signature

Date

Print Name

GOOD FAITH EFFORT DOCUMENTATION FORM

RESPONDENT: _____

SOLICITATION NUMBER: _____ DATE: _____

PROJECT TITLE: _____

When Respondent will not commit to meeting the project specific goals identified in the solicitation, Respondent must complete this Good Faith Documentation Effort Form. Failure to do so may result in the response being deemed non-responsive and rendering Respondent ineligible for award.

The list of acceptable Good Faith Effort documentation complies with the [Minority, Women, and Small Business Enterprise Policy](#) adopted by the Blueprint Intergovernmental Agency, City of Tallahassee, and Leon County Government. Respondent can demonstrate Good Faith Effort to secure MBE and WBE participation by completing this Form and providing documentation of the activities on the list.

Documentation of each of the following activities is necessary to receive credit for the Good Faith Effort Activity. **A minimum of five (5) activities with documentation are necessary to establish Good Faith Effort.** Failure to provide documentation of all activities completed by Respondent at the time of submission may result in Respondent being deemed non-responsive to the solicitation.

Please check the appropriate boxes that apply to your good faith activities and provide acceptable documentation as an attachment to this Form. Documentation should be marked with the attachment number identified in the Good Faith Effort Activity Chart on page 2. To document Good Faith Effort Activities 4, 6, 7, 8, 9, and 10, please complete the Good Faith Effort Spreadsheet, available as part of this solicitation, and include the Sound Business Reason Form in Attachment 3 to this form. Please provide documentation supporting the information in the Good Faith Effort Spreadsheet as exhibits to the Good Faith Effort Spreadsheet. If you are unsure what documentation is acceptable to support your Good Faith Effort Activity, descriptions of acceptable documentation are available at the end of this form.

GOOD FAITH EFFORT DOCUMENTATION FORM

Y/N	GOOD FAITH EFFORT ACTIVITY	ATTACHMENT NUMBER	EXPLAIN
☐ Yes ☐ No	1. Attendance at a pre-bid or pre-proposal meeting.	NONE	
☐ Yes ☐ No	2. Copies of written correspondence sent to the MWSBE Division no later than fifteen (15) business days before the solicitation response deadline seeking help in identifying firms available to meet the project specific goals.	1	
☐ Yes ☐ No	3. Copies of advertisements placed by the respondent in the local newspaper and minority publications in the Market Area announcing the project and seeking MBE or WBE participation.	2	
☐ Yes ☐ No	4. Copies of written correspondence sent to a certified MBE or WBE firm.	3	
☐ Yes ☐ No	5. Documentation that the respondent selected economically feasible portions of work to be performed by MBE and/or WBE firms, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units.	4	
☐ Yes ☐ No	6. Documentation that the respondent negotiated in good faith with interested MBE and/or WBE firms and did not reject any interested MBE and/or WBE firms without sound business reasons.	3	
☐ Yes ☐ No	7. Documentation that the respondent reviewed all quotations received from MBE and/or WBE firms, and for those quotations not accepted, an explanation of why the MBE and/or WBE will not be used during the course of the contract.	3	
☐ Yes ☐ No	8. Documentation detailing respondent's effort to contact MBE and/or WBE firms who provide the services needed for the solicitation and indicating that the respondent provided ample time for potential MBE and/or WBE firms to respond, including a chart outlining the methods of contact and schedule or time frame in which respondent conducted its good faith effort.	3	
☐ Yes ☐ No	9. Documentation that the respondent offered to provide interested MBE and/or WBE firms with assistance in reviewing the solicitation plans and specifications at no charge to the MBE and/or WBE firms.	3	
☐ Yes ☐ No	10. Documentation of follow-up telephone calls with potential MBE and/or WBE firms encouraging their participation.	3	

GOOD FAITH EFFORT DOCUMENTATION FORM

ACKNOWLEDGEMENT

I hereby certify that, as Respondent to this Solicitation, that the information provided herein is true and correct. I aver that I have authority to bind Respondent to contractual agreements.

Respondent certifies that Respondent completed Good Faith Effort activities to identify MBE and/or WBE firms to participate in the project advertised in this solicitation. Respondent has communicated with the subcontractors and subconsultants identified herein. Nevertheless, Respondent was unable to commit to meeting or exceeding the project specific goal identified for MBE and/or WBE participation in this solicitation. Where Respondent contacted MBE and/or WBE firms, those firms were unavailable, unable, or otherwise unacceptable for sound business reasons to perform the work necessary for the project. Respondent has included documentation of all Good Faith Effort activities in attachments 1 through 5 to this Form. Respondent further avers that all information submitted in this Form and associated documentation is true, correct, and, in the case of documented correspondence, has not been altered from its original form.

Respondent agrees that bad faith or dishonesty in the information provided on this Good Faith Effort Form is a violation of [MWSBE Policy](#) Section VIII.G. If awarded, Respondent agrees to continue to negotiate with the firms identified herein and to endeavor to meet the project specific goals for this solicitation, to monitor the work of its subcontractor or subconsultant firms, to provide subcontractor or subconsultant payment information to the MWSBE Division, and to abide by the [MWSBE Policy](#).

Name of Respondent

Title of Signatory

Signature

Date

Print Name

**GOOD FAITH EFFORT DOCUMENTATION FORM
ATTACHMENT 3 SOUND BUSINESS REASON FORM**

RESPONDENT: _____

SOLICITATION NUMBER: _____

DATE: _____

PROJECT TITLE: _____

Complete the Good Faith Effort Spreadsheet. Include as exhibits to the spreadsheet documentation supporting the information in the Good Faith Effort Spreadsheet. This Sound Business Reason Form and the Good Faith Effort Spreadsheet correspond to Good Faith Effort Activities 4, 6, 7, 8, 9, and 10, and should be included as part of Attachment 3 to the Good Faith Effort Documentation Form.

The MBE and/or WBE Firms contacted and identified in the Good Faith Effort Spreadsheet are not suitable to perform the work for the following sound business reasons. Price alone does not constitute a sound business reason unless the respondent can demonstrate that no reasonable price can be obtained from an MBE and/or WBE firm. This information is necessary to demonstrate Good Faith Effort Activity 6.

--

GOOD FAITH EFFORT DOCUMENTATION FORM
ATTACHMENT 3 GOOD FAITH EFFORT SPREADSHEET

Complete the Good Faith Effort Spreadsheet. Include as exhibits to the spreadsheet documentation supporting the information in the Good Faith Effort Spreadsheet. This Form and the Good Faith Effort Spreadsheet correspond to Good Faith Effort Activities 4, 6, 7, 8, 9, and 10. Good Faith Effort Spreadsheets longer than 1 page are acceptable.

Good Faith Effort Activity #	Subcontract or Name	Email Address	Telephone Number	Scope of Work	Contact Person	Classification (MBE/WBE)	QUOTE RECEIVED	Type of Contact, Date, Comments	Other Comments or Explanations	Exhibit
4, 8, 9, 10	Painting Contractors, Inc.	painters@paint.com	111-222-3333	Painting	Mr. Painter	☒ MBE ☐ WBE	☐ Yes ☒ No	Emailed ITB on 3-15-19 Emailed meeting information 3-19-19 Called on 3/20/19 at 2:30 p.m.; left message Emailed reminder about bid 4/1/19 Received bid 4-4-19	***If bid/quote received, but not utilized, provide explanation as to why on Attachment 3.***	1
4, 8, 9, 10	Landscaping 4U	yards@landscaping4u.com	123-345-6789	Landscaping/Sod	Susie Sunflower	☐ MBE ☒ WBE	☒ Yes ☐ No	Emailed ITB on 3-15-19 Emailed meeting information 3-19-19 Called on 3/20/19 at 2:30 p.m.; left message Emailed reminder about bid 4/1/19 Called on 4/3/19; not interested at this time No bid received 4-4-20	During phone call on 4/3/19 vendor indicated that they were busy and could not work on this project during the timeframe.	2
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			

**GOOD FAITH EFFORT DOCUMENTATION FORM
ATTACHMENT 3 GOOD FAITH EFFORT SPREADSHEET**

Good Faith Effort Activity #	Subcontract or Name	Email Address	Telephone Number	Scope of Work	Contact Person	Classification (MBE/WBE)	QUOTE RECEIVED	Type of Contact, Date, Comments	Other Comments or Explanations	Exhibit
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			
						☐ MBE ☐ WBE	☐ Yes ☐ No			

ACCEPTABLE GOOD FAITH EFFORT DOCUMENTATION

1. Attendance at a pre-bid or pre-proposal meeting.
 - Verified by MWSBE Division based on the signature of firm representative on the meeting sign in sheet.
2. Copies of written correspondence sent to the MWSBE Division no later than fifteen (15) business days before the solicitation response deadline seeking help in identifying firms available to meet the project specific goals.
 - Respondent should include documentation of correspondence with the MWSBE Division as **Attachment 1** to the Good Faith Effort Form. Any of the following documents are acceptable documentation.
 - i. Physical mail with postmark sent to the correct MWSBE Division address.
 - ii. Electronic mail sent to the correct MWSBE Division address.
3. Copies of advertisements placed by the Respondent in the local newspaper and minority publications in the Market Area announcing the project and seeking MBE or WBE participation.
 - Respondent should include documentation of advertisement as **Attachment 2** to the Good Faith Effort Form. Any of the following documents are acceptable documentation.
 - i. Email from publication confirming purchase of the advertisement, including the date of publication.
 - ii. Advertisement as printed in the publication, including the date of publication.
 - iii. Notarized Proof of Publication.
4. Copies of written correspondence sent to a certified MBE or WBE firm. The correspondence should include: 1) the specific work the contractor intends to subcontract; 2) that interest in participation by the MWBE firm on the contract is being solicited; and 3) how to obtain information for the review and inspection of contract plans and specifications.
 - Respondent should provide documentation of correspondence with MBE or WBE firms in **Attachment 3** to the Good Faith Effort Form.
5. Documentation that the respondent selected economically feasible portions of work to be performed by MBE and/or WBE firms, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. (The ability of the Respondent to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet contract goals).
 - Respondent should include documentation of selecting economically feasible portions of the work as **Attachment 4** to the Good Faith Effort Form. Any of the following documents are acceptable documentation.
 - i. Cost estimates, including a selection of portions of the work to be performed by MBE and/or WBE firms.
 - ii. Analysis generated by a project or cost estimator.
6. Documentation that the respondent negotiated in good faith with interested MBE and/or WBE firms and did not reject any interested MBE and/or WBE firms without sound business reasons. Price alone does not constitute a sound business reason unless the respondent can demonstrate that no reasonable price can be obtained from an MBE and/or WBE firm.
 - Respondent should provide documentation of good faith negotiation with MBE or WBE firms in **Attachment 3** to this Form.
7. Documentation that the respondent reviewed all quotations received from MBE and/or WBE firms, and for those quotations not accepted, an explanation of why the MBE and/or WBE will not be used during the course of the contract. (Receipt of a lower quotation from a non-MWBE firm will not in itself excuse a contractor's failure to meet contract goals).
 - Respondent should provide documentation that it reviewed all quotations received from MBE and/or WBE firms in **Attachment 3** to the Good Faith Effort Form.
8. Documentation detailing respondent's effort to contact MBE and/or WBE firms who provide the services needed for the solicitation and indicating that the respondent provided ample time for potential MBE and/or WBE firms to respond, including a chart outlining the methods of contact and schedule or time frame in which respondent conducted its good faith effort.
 - Respondent should provide documentation of effort to contact MBE and/or WBE firms with ample time to respond in **Attachment 3** to the Good Faith Effort Form.
9. Documentation that the respondent offered to provide interested MBE and/or WBE firms with assistance in reviewing the solicitation plans and specifications at no charge to the MBE and/or WBE firms.
 - Respondent should provide documentation that it offered to provide MBE and/or WBE firms with assistance in reviewing the solicitation at no charge in **Attachment 3** to the Good Faith Effort Form.
10. Documentation of follow-up telephone calls with potential MBE and/or WBE firms encouraging their participation.
 - Respondent should provide documentation of follow up calls with potential MBE and/or WBE firms in **Attachment 3** to the Good Faith Effort Form.

MENTOR PROTÉGÉ DEVELOPMENT PLAN

MENTOR: _____

PROTÉGÉ: _____

MENTOR-PROTÉGÉ RELATIONSHIP YEAR: _____ DATE: _____

This Mentor-Protégé Development Plan will serve as a guiding document for the Mentor-Protégé relationship. The Mentor and Protégé should fill this form jointly with the purpose of identifying the assistance and education that the Mentor will provide the Protégé over the course of the relationship. This form should be completed annually and submitted to the MWSBE Division to document progress towards meeting the goals identified in previous years and identify future goals. The Mentor and Protégé are also responsible for submitting to the MWSBE Division a Mentor-Protégé Agreement formalizing the relationship between them.

PROTÉGÉ BACKGROUND AND EXPERIENCE

PROTÉGÉ NUMBER AND TYPES OF PERSONNEL

NUMBER	TYPE OF PERSONNEL

PROTÉGÉ AMOUNT OF CAPITAL: \$ _____

PROTÉGÉ NUMBERS, VALUES, AND TYPES OF EQUIPMENT

NUMBER	VALUE	TYPE OF EQUIPMENT

MENTOR PROTÉGÉ DEVELOPMENT PLAN

NUMBER AND TYPES OF PROJECTS TO PURSUE

NUMBER	TYPE OF PROJECT

MENTOR-PROTÉGÉ MANAGEMENT AND TECHNICAL ASSISTANCE PLAN

This assistance may concern internal business processes and management systems.

MENTOR-PROTÉGÉ FINANCIAL ASSISTANCE PLAN

This assistance may include equity investments, loans, or bonding.

MENTOR-PROTÉGÉ CONTRACTING PLAN

This assistance may include navigating the contracting process, understanding obligations as a local government contractor, and developing capacity to compete for local government projects.

MENTOR PROTÉGÉ DEVELOPMENT PLAN

MENTOR-PROTÉGÉ BUSINESS DEVELOPMENT PLAN

This assistance may include strategic planning, identifying new markets, and identifying new contracting opportunities.

MENTOR-PROTÉGÉ PROGRESS

This field should be filled annually following the first year of the Mentor-Protégé relationship. Each of the goals identified in previous Mentor-Protégé Development Plans and Protégé accomplishments should be addressed in this field.

MENTOR-PROTÉGÉ AGREEMENT

The Mentor and Protégé will submit a Mentor-Protégé Agreement formalizing the relationship between them as an attachment to this Mentor-Protégé Development Plan. A Form Mentor-Protégé Agreement is included with this Development Plan for reference.

MENTOR PROTÉGÉ DEVELOPMENT PLAN

ACKNOWLEDGEMENT

We hereby certify, as the Mentor and Protégé firms identified herein, that the information provided herein, including all attachments, is true and correct. We affirm that we have authority to bind Mentor and/or Protégé to contractual agreements. We

Mentor and Protégé agree to submit an updated Mentor Protégé Development Plan form annually. Mentor and Protégé agree that bad faith or dishonesty in the information provided on this Mentor Protégé Development Plan Form is a violation of [MWSBE Policy](#) Section VIII.G. Mentor agrees to provide education and support to the Protégé identified herein, to monitor the work of the Protégé, to provide subcontractor or subconsultant payment information to the MWSBE Division, and to abide by the [MWSBE Policy](#).

Name of Mentor Firm

Title of Signatory

Signature

Date

Print Name

Name of Protégé Firm

Title of Signatory

Signature

Date

Print Name

STATE OF FLORIDA
COUNTY OF

THE FOREGOING affidavit was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, by _____ and _____ who are known to me to be the persons described in the foregoing Affidavit or who have produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any)

FORM MENTOR-PROTÉGÉ AGREEMENT

Mentor-Protégé Agreement Between

[ABC (Proposed Protégé)]

And

[XYZ (Proposed Mentor)]

This Mentor-Protégé Agreement ("Agreement") is between [ABC (Proposed Protégé)], a _____ [insert type of entity] authorized to conduct business in the State of Florida with its principal place of business at [Address], and [XYZ (Proposed Mentor)], a _____ [insert type of entity] authorized to conduct business in the State of Florida with its principal place of business at [Address] (collectively referred to as the "Parties").

WHEREAS, [ABC (Proposed Protégé)] is a small business under primary North American Industry Classification System (NAICS) code [Provide your primary NAICS code. If you are seeking a mentor- protégé relationship in a secondary NAICS code, add a sentence explaining why and describing any work performed and your experience in that code.] [ABC (Proposed Protégé)] specializes in providing [Provide a brief description of the proposed Protégé's technical capabilities. If you are seeking a mentor-protégé relationship in a secondary NAICS code, add a description of your capabilities in performing work in your secondary code.].

WHEREAS, [XYZ (Proposed Mentor)] is a [Provide the Proposed Mentor's business structure (e.g. corporation, limited liability company, etc.)] with a history of providing [Provide a brief description of the Mentor's technical capabilities and contracting history, especially with the City of Tallahassee, Leon County Government, and Blueprint Intergovernmental Agency].

WHEREAS, the Parties wish to formalize a mentor-protégé relationship between [ABC (proposed Protégé)] and [XYZ (proposed Mentor)] under Mentor/Protégé Program established pursuant to the Minority, Women, and Small Business Enterprise (MWSBE) Policy adopted by the City of Tallahassee, Leon County Government, and Blueprint Intergovernmental Agency; and

WHEREAS, the Parties agree that establishing a mentor-protégé relationship will enhance the capabilities of the Protégé, assist the Protégé in meeting the goals established in its business plan, and improve the Protégé's ability to successfully compete for contracts;

WHEREAS, the Mentor is qualified to provide the material benefits, developmental gains, and agreed- upon assistance within the context of the Mentor-Protégé Program;

THEREFORE, consistent with the Parties' goals and the requirements of the Mentor-Protégé Program, the Parties agree to the following:

1. The protégé is seeking the following assistance from the Mentor [Identify the type(s) of assistance the Protégé is seeking from the Mentor. There are six categories to choose from, and you may select any or all that apply to your situation.
 - a. Management and Technical Assistance -This type of assistance might include help with internal business processes and management systems.
 - b. Financial Assistance - This type of assistance might take the form of equity

FORM MENTOR-PROTÉGÉ AGREEMENT

- investments, loans or bonding.
- c. Contracting - This type of assistance might include navigating the contracting process, understanding your obligations as a government contractor, or developing your capability to compete for government contracts.
- d. Business Development - This type of assistance might include help with strategic planning, identifying potential new markets for your business, or finding new contracting and partnership opportunities.

For each of the assessed needs addressed in the paragraph above, the Protégé must describe in detail: **WHAT** specifically will the mentor do to meet your need, **WHEN** (detailed timelines or number of hours in annual increments) the assistance will be provided, and **HOW** you will measure whether each of your needs have been successfully met, in accordance with your Mentor-Protégé Development Plan.

2. Mentor agrees to assist the Protégé to fully develop the assessed needs described in Paragraph 1 above pursuant to the MWSBE Policy.
3. Preparation of Mentor-Protégé Reports. The Mentor shall use its reasonable and best efforts to assist the Protégé in preparation of the annual mentor/protégé report required by the SBA pursuant to the MWSBE Policy and shall provide all required documentation.
4. Terms of the Agreement. Approved All Small Mentor-Protégé Agreements are considered active for a period of three (3) years and may be extended an additional two (2) years or until rescinded in writing.
5. Mentor's Failure to Provide Mutually Agreed-Upon Assistance. Pursuant to the MWSBE Policy, should the Mentor breach this Mentor-Protégé Agreement to provide mutually agreed-upon assistance to the Protégé, the Mentor understands that, after affording the Mentor an opportunity to respond to allegations of noncompliance, MWSBE Division may take one or more of the following actions:
 - a. MWSBE Division may find the Mentor ineligible to participate in the Mentor-Protégé Program for two (2) years;
 - b. MWSBE Division may recommend that City of Tallahassee Procurement Services Division or Leon County Purchasing Division suspend or debar the Mentor.
6. Termination Clause. This Agreement may be terminated as follows:
 - a. Voluntary Termination by the Mentor. The Mentor may voluntarily terminate this Agreement if the Mentor no longer wishes to participate in the Mentor- Protégé Program as a Mentor. The Mentor shall notify the Protégé and the SBA in writing at least 30 days prior to the termination date.
 - b. Voluntary Termination by the Protégé. The Protégé may voluntarily terminate this Agreement if the Protégé no longer wishes to participate in the Mentor- Protégé Program as a Protégé. The Protégé shall notify the Mentor and the SBA in writing at least 30 days prior to the termination date.
 - c. Other Termination Conditions. Termination of the Agreement does not impact

FORM MENTOR-PROTÉGÉ AGREEMENT

contractual agreements undertaken during the active stages of the Mentor- Protégé relationship. Therefore, contractual obligations must be satisfied in accordance with terms and conditions set forth in the contract.

7. Effect of Termination. Termination of this Agreement shall not impair the obligations of the Mentor to perform its contractual obligations pursuant to government prime contracts being performed with the Protégé. Likewise, termination of this Agreement shall not impair the obligations of the Protégé to perform its contractual obligations under any current contract or subcontracts between the Mentor and Protégé.
8. Modifications. All changes to this agreement must be in writing, signed by the parties, and with advance notice to the MWSBE Division.
9. Notices. The following individuals shall serve as the single points of contact for administration and implementation of the Agreement and as such are authorized to receive all notices under this Agreement.

ABC Business (Protégé)

Name/Title

16789 Beta Block Lane,
Drive Suite 550

Chantilly, VA 20151

Telephone

Fax

Email

XYZ (Mentor)

Name/Title

12345 Alpha Brooks
Suite 211

New Orleans, LA 70816

Telephone

Fax

Email

MWSBE Division

MWSBE Division

315 S. Calhoun Street, Suite 100

Tallahassee, FL 32301

Telephone: (850) 219-1060

Email: lraffington@oevforbusiness.org

10. Status of the Parties. This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture agreement, partnership, or any other business or organization. Unless provided by the terms of another agreement consistent with the governing regulations, the Parties are and shall remain independent contractors.
11. Integrated Document. This Agreement supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the All Small SBA Mentor-Protégé Agreement.
12. Other Provisions not Previously Discussed in the Agreement. Certify the responses to the statements in (a) through (n) (if applicable, submit copies of relevant agreements, supplementary explanations, income statements or contracts as Exhibits to this Agreement):
 - a. Protégé and Mentor do () agree the assistance to be provided through the agreement will help the protégé firm advance its goals as defined in its business plan.

FORM MENTOR-PROTÉGÉ AGREEMENT

- b. Protégé does () does not () have another MWSBE Division approved Mentor-Protégé Agreement.
- c. Mentor does () does not () have another SBA approved Mentor-Protégé Agreement.
- d. Mentor is () is not () participating in any other formal Mentor-Protégé Programs governed by other agencies.
- e. Mentor or one of Mentor's owners does () does not () own any of the Protégé's equity or have the right to own any of the Protégé's equity, including stock options or convertible securities.
- f. Mentor and Protégé do () do not () have an agreement in principle to merge or sell stock to the other.
- g. Protégé () has () has not purchased assets from Mentor including but not limited to facilities or equipment.
- h. An officer, director, managing member, partner, principal stockholder or employee of the Protégé does () does not () hold a position with the Mentor and has () has not () previously held a position with the Mentor as an officer, director, managing member, partner, principal stockholder or employee of the protégé.
- i. An owner or manager of the Protégé is () is not () a family member of an owner or manager of the Mentor. (Family members are limited to married couples, parties to a civil union, parents, children, and siblings.)
- j. An owner or manager of the Protégé and owner or manager of the Mentor firm do () do not () have multiple investments in common.
- k. Over the previous three fiscal years, the Protégé has () has not () derived 70% or more of its receipts from the Mentor.
- l. The Protégé does () does not () have a franchise or license agreement with the mentor.
- m. The Mentor and Protégé have () have not () formed a joint venture that has received multiple contract awards more than two years apart or received more than three contract awards.
- n. Mentor has () does not have () good character and a favorable financial position.

FORM MENTOR-PROTÉGÉ AGREEMENT

Subject to the approval of the MWSBE Director, this Agreement is entered into and effective as of the date of such approval. The Agreement is officially signed and executed by officials duly authorized to bind the named corporations this [day]_____ day of _ [year]_____, 20XX.

Signatory, **ABC** (Protégé)
Signatory Information

Date _____

Signatory, **XYZ** (Mentor)
Signatory Information

Date _____

DATE: _____

JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION AFFIDAVIT

JOINT VENTURE, PARTNERSHIP, OR ASSOCIATION NAME: _____

This affidavit should be accompanied by documentation demonstrating the current Certification of all MBE and WBE firms involved. All information requested in this Affidavit is required. If additional space is needed, additional sheets may be attached.

I. NON MWBE OR LARGER MBE/WBE FIRM: _____

ADDRESS: _____

CONTACT: _____
PHONE: _____

II. SMALLER MBE/WBE FIRM: _____

ADDRESS: _____

CONTACT: _____
PHONE: _____

III. ROLE OF THE SMALLER MBE/WBE FIRM

Please describe the role of the smaller MBE/WBE firm in the joint venture, partnership, or association. If additional space is needed, additional sheets may be attached.

IV. JOINT VENTURE, PARTNERSHIP, OR ASSOCIATION AGREEMENT. In order to demonstrate the MBE and/or WBE firm's share in the ownership, control, management responsibilities, risks and profits of the Joint Venture, Partnership, or Association, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE firm's own forces; (3) work items to be performed under the supervision of the MBE/WBE firm; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

V. OWNERSHIP OF THE JOINT VENTURE, PARTNERSHIP, OR ASSOCIATION.

A. PERCENTAGES OF OWNERSHIP

SMALLER MBE/WBE FIRM: _____

NON MWBE OR LARGER MBE/WBE FIRM: _____

JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION AFFIDAVIT

B. PERCENTAGES OF OTHER BUSINESS NEEDS

1. **PROFIT AND LOSS SHARING:** _____

2. **TOTAL CAPITAL CONTRIBUTIONS:** _____

i. **INITIAL CONTRIBUTIONS:** _____

ii. **CONTINUING CONTRIBUTIONS:** _____

3. EQUIPMENT CONTRIBUTIONS

FIRM	NUMBER	VALUE	EQUIPMENT TYPE

4. **OWNERSHIP INTERESTS.** Please describe all ownership interests, including ownership options or other agreements that restrict or limit ownership and/or control: _____

5. **ALL WRITTEN AGREEMENTS.** Please include copies of all written agreements between the firms completing this affidavit when submitting this affidavit to the MWSBE Division.

6. **ALL CITY, COUNTY, AND BLUEPRINT CONTRACTS.** Please identify all contracts with the City of Tallahassee, Leon County Government, and Blueprint Intergovernmental Agency involving the firms completing this affidavit.

FIRM	ENTITY	PROJECT

JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION AFFIDAVIT

- VI. **AUTHORIZED AGENTS.** Please identify by name and firm all individuals who are responsible for and have authority to engage in the following management functions for the Joint Venture, Partnership, or Association.

A. **SIGN CHECKS**

FIRM	SIGNATORY	CONTACT INFORMATION

B. **SIGN CONTRACTS**

FIRM	SIGNATORY	CONTACT INFORMATION

C. **SIGN, CO-SIGN, AND/OR COLLATERALIZE LOANS**

FIRM	SIGNATORY	CONTACT INFORMATION

D. **ACQUIRE LINES OF CREDIT**

FIRM	SIGNATORY	CONTACT INFORMATION

E. **ACQUIRE PAYMENT AND PERFORMANCE BONDS**

FIRM	SIGNATORY	CONTACT INFORMATION

F. **MANAGE CONTRACT PERFORMANCE**

EXPERTISE	FIRM	SIGNATORY
Field Operations		
Purchasing		
Estimating		
Engineering		

- VII. **FINANCIAL CONTROLS.** Please identify by name and firm all individuals who are responsible for the following financial functions for the Joint Venture, Partnership, or Association.

JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION AFFIDAVIT

A. ACCOUNTING

FIRM	ACCOUNTANT	CONTACT INFORMATION

B. MANAGING PARTNER

FIRM	SIGNATORY	CONTACT	COMPENSATION

C. INSURANCE AND BONDING. What authority does each firm completing this affidavit have to commit or obligate the other to insurance and bonding companies, financial institutions, suppliers, subs, and/or other performance of any work undertaken by the Joint Venture, Partnership, or Association?

VIII. PERSONNEL. State the approximate number of personnel by type needed to perform the work of Joint Venture, Partnership, or Association. Indicate which firm or whether the Joint Venture, Partnership, or Association employs each type of personnel listed below. If any personnel will be employees of the Joint Venture, Partnership, or Association, identify the firm and individual responsible for their hire.

FIRM/JV/P/A	NUMBER	PERSONNEL TYPE	HIRING/PAY RESPONSIBILITY

IX. ADDITIONAL INFORMATION. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture, Partnership, or Association.

JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION AFFIDAVIT

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture, Partnership, or Association and the intended participation of each firm in the undertaking. Further, the undersigned covenant and agree to provide to the MWSBE Division with current, complete, and accurate information regarding actual Joint Venture, Partnership, or Association work and the payment therefore, and any proposed changes in any provision of the Joint Venture, Partnership, or Association Agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, Partnership, or Association, or those of each firm relevant to the Joint Venture, Partnership, or Association by authorized representatives of the City, County, or MWSBE Division.

Any material misrepresentation will be grounds for terminating any contract which may be awarded to the Joint Venture, Partnership, or Association and for disbarment from competition for future award.

NOTE: If, after filing this Affidavit and before the completion on the Joint Venture, Partnership, or Association work on the project, there is any change in the information submitted, the Joint Venture, Partnership, or Association must inform the MWSBE Division, either directly or through the prime contractor or consultant if the joint venture is a subcontractor or subconsultant.

Smaller MBE/WBE Firm

Non-MWBE or Larger MBE/WBE Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING affidavit was acknowledged before me by means of
☐ physical presence or ☐ online notarization this _____ day of _____
by _____ and _____
who are known to me to be the persons described in the foregoing Affidavit or who
have produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

APPRENTICESHIP OR EXTERNSHIP AFFIDAVIT

RESPONDENT: _____

SOLICITATION NUMBER: _____ **DATE:** _____

PROJECT TITLE: _____

Respondent is seeking award under the solicitation identified above. Respondent avers that the following statement is true (check one):

- ☐ Respondent or its subcontractors or subconsultants participate or will participate in an apprenticeship program that is registered with the Florida Department of Education or the United States Department of Labor; or
- ☐ Respondent or its subcontractors or subconsultants participate or will participate in an externship program offered by an educational institution or workforce development intermediary; or
- ☐ Respondent avers that at the time the Respondent executes a construction contract, Respondent or its subcontractors or subconsultants will be participating in an apprenticeship program that is approved by the Florida Department of Education or the United States Department of Labor.

PROGRAM: _____

SPONSORING AGENCY, EDUCATIONAL INSTITUTION, OR WORKFORCE DEVELOPMENT INTERMEDIARY: _____

Respondent is responsible for attaching to this Affidavit evidence of relationship or correspondence with the program identified above.

Respondent avers that it will not require a subcontractor or subconsultant that is an MBE or WBE firm to participate in the program identified above if the compensation Respondent is contractually obligated to pay the firm for labor costs is under \$1,000,000.

Respondent further avers that, if awarded, Respondent will prepare and submit, on a quarterly basis for the duration of the contract, accurate and timely records identifying the name, address, trade classification, whether the worker is an apprentice or extern, the labor hours of all workers used by the prime and each subcontractor or subconsultant on the construction project, and the cumulative number of hours worked on the project to date by apprentices.

APPRENTICESHIP OR EXTERNSHIP AFFIDAVIT

Respondent further affirms that, if the apprentice or extern is participating in an apprenticeship or externship program offered by a qualified workforce development intermediary or educational institution, quarterly documentation must include documentation required by the workforce development intermediary or educational institution. If subcontractors or subconsultants are participating, Respondent will require that each of its subcontractors or subconsultants prepare and maintain, for submittal by Respondent to the MWSBE Division, accurate and timely records identifying the name, address, trade classification, and labor hours for apprentices and externs used by the subcontractors or subconsultants on the project.

If Respondent's subcontractors or subconsultants will participate in the program identified above, please list the subcontractor or subconsultant firm and agent responsible for providing Respondent with supporting documentation. If additional space is needed, additional sheets may be attached.

FIRM	AGENT	TITLE	CONTACT INFORMATION

Respondent understands that failure to comply with the requirements of the MWSBE Policy may subject the Respondent to all remedies available to the City, County, or Blueprint at law, including but not limited to debarment or suspension of Respondent from consideration for the award of future contracts.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

APPRENTICESHIP OR EXTERNSHIP AFFIDAVIT

The undersigned affirm that the foregoing statements are correct. Further, the undersigned covenant and agree to provide to the MWSBE Division with current, complete, and accurate information regarding participation in the Apprenticeship or Externship program identified herein as required throughout the project.

Respondent

Subcontractor or Subconsultant

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

Subcontractor or Subconsultant

Signature of Affiant

Name and Title of Affiant

Date

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING affidavit was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, by _____ and _____ who are known to me to be the persons described in the foregoing Affidavit or who have produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any)

CHAPTER A

GENERAL SPECIFICATIONS

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Corresponding Federal/State Regulation</u>	<u>Page</u>
A-1	INTRODUCTION.....		3
A-2	REGULATING AGENCIES AND STATUTES		4
A-3	CONTRACTOR PERSONNEL		5
A-4	CONTRACTOR SUPERVISION		6
A-5	CONTRACTOR PERFORMANCE		7
A-6	DELIVERY, UNLOADING, STRINGING PIPE, VALVES AND OTHER MATERIALS.....		8
A-7	UTILITY LOCATIONS.....	192.321.....	9
A-8	EXCAVATION.....	192.325/327/614.....	10
A-9	COATED PIPE INSTALLATION	192.319/461	12
A-10	PIPE NIGHT CAPS		13
A-11	INTERNAL LINE CLEANING	192.629.....	14
A-12	BORING - CASED AND UNCASED.....		15
A-13	RAILROAD CROSSINGS		18
A-14	PAVEMENT/SIDEWALK REMOVAL AND REPLACEMENT.....		20

Date Issued: 07/17/00
Revised: 09/13/2022

Prepared By: Gas & Electric Operations

Page
1

A-15	BACKFILLING	192.319.....	22
A-16	WARNING SIGNS AND TRAFFIC CONTROL		25
A-17	CARE OF EXISTING STRUCTURES		26
A-18	SOD, SEED AND MULCH		27
A-19	CITY OF TALLAHASSEE AND LEON COUNTY STORMWATER, LANDSCAPING, TREES AND RECEIVING WATER BODIES ORDINANCE		29
A-20	CLEAN UP AND RESTORATION		30
A-21	AS-BUILT DRAWINGS AND GPS		31
A-22	GAS OPERATOR QUALIFICATION		36

SECTION A-1 INTRODUCTION

This section addresses the various operations in the construction and repair of gas mains, gas services, and electric duct banks. It outlines the type, character, and quality of work required. Furthermore, it is imperative that the Contractor review and coordinate all activity with the respective departmental representative to avoid conflicts. It will also be the contractor's responsibility to strictly adhere to the individual specifications provided in this document.

SECTION A-2 REGULATING AGENCIES AND STATUTES**GENERAL:**

The Contractor is responsible for ensuring that all work covered by this contract and specifications is done strictly in accordance with all applicable statutes, regulations, and Owner guidelines, as well as the Federal, state, and local governmental authorities or agencies having jurisdiction including, but not limited to, the Department of Labor-Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation, the State of Florida's Public Service Commission, Florida Department of Transportation, Leon County Public Works, City of Tallahassee Underground Utilities and Public Infrastructure, and local Growth Management.

The Contractor's Policies and Procedures are subject to, but are not limited to, those of the U.S. Department of Transportation, Title 49 Code of Federal Regulations (CFR), Part 192 relating to gas distribution system operation, Pipeline and Hazardous Materials Regulations Office of Pipeline Safety (PHMSA), Florida Public Service Commission (FPSC) Chapter 25-12 Florida Administrative Code (FAC) and Federal Energy Regulatory Commission (FERC).

SECTION A-3 CONTRACTOR PERSONNEL

GENERAL:

All Contractor personnel shall be competent and skilled in the kind of work that they are to execute and shall work in accord with other personnel. The Contractor shall immediately remove any employees that are not acceptable to the Owner. Prior to performing work for the Electric or Gas Utility, the Contractor, following the hiring any of the key positions such as crew leader, foreman, supervisor, and area manager, should seek a written approval to perform work from the Owner. The Contractor is responsible to submit to the Owner detailed information pertained to the candidate's competency, qualifications, experience, and background.

SECTION A-4 CONTRACTOR SUPERVISION

GENERAL:

All work shall be subject to inspection and approval by the Owner's inspectors. It is the Contractor's responsibility to notify the Owner daily with the number of working crews, their location, name of the foreman and pipe welder/fuser, and type of work to be performed. The Contractor shall always have direct supervision present to manage the work in progress. Furthermore, any work that is completed without the Owners presence is subject to rejection.

SECTION A-5 CONTRACTOR PERFORMANCE

GENERAL:

It is the Contractor's responsibility to always maintain adequate staffing, equipment, and construction materials to accommodate the Owner's projected workload, schedules, and deadlines in a satisfactory manner. During busy times this may require the Contractor to adjust resources or utilize alternate means to fulfill the Owner's project requirements.

The Contractor is responsible for the following:

- Maintaining a sufficient inventory or always have access to construction materials to complete scheduled projects; notify Owner in advance, a minimum of 2-weeks, and in writing of any material delays or shortages of materials.
- Increasing or adjusting staffing levels to meet Owner's schedules and deadlines.
- Adhering to the Owner's project deadlines. Project duration is determined based on the following criteria:
 1. New Gas Mains – The minimum acceptable daily per crew production is 400 linear feet. The Owner will allow the Contractor one day at the beginning of the project for mobilization and set-up as well as two additional days at the end of the project for testing, demobilization, and site restoration. Relocation projects – The minimum acceptable daily per crew production is 300 linear feet. The Owner will allow the Contractor one day at the beginning of the project for mobilization and set-up as well as two additional days for demobilization and site restoration after completion.
 2. Gas Service Taps – Should be completed within 14 calendar days following notification by Owner of service tap request. Tap completion entails but is not limited to pipe installation, testing and site restoration. (NOTE: At the discretion of the Owner, there may be taps that require immediate installation.)

The Contractor must provide 24-hour on-call personnel to handle construction issues, emergencies and customer complaints.

**SECTION A-6 DELIVERY, UNLOADING, STRINGING PIPE,
VALVES AND OTHER MATERIALS**

Applicable Codes: CFR, Title 49, Part 192.328 & 461

GENERAL:

The Contractor will place the order for pipe, valves, and fittings (except where noted on the drawings) required for this construction. All valves, fittings, and miscellaneous material will be shipped to destinations designated by the Contractor. The Contractor shall provide adequate equipment, space, and personnel to unload, receive, protect and store materials. The Contractor shall load and haul material from storage to construction sites in a manner that will avoid damage to the materials and is satisfactory to the Owner. The Contractor will pay for any demurrage or temporary storage for failure to unload material during the prescribed time allowed by the carrying company.

All materials having machine surfaces will be stored in a manner which prohibits contact with the earth. All materials including valves, fittings, and coating materials will be handled and stored in a manner to protect them against damage or corrosion.

Care will be taken in loading, transporting, and unloading pipe to prevent damage. Pipe will not be dropped. All pipe will be examined before installation and no piece will be installed which is found to be defective. If any pipe fails to meet specifications or is found to be defective, it will be removed and satisfactorily replaced at no additional expense to the Owner.

The Contractor will be responsible for all materials delivered to him/her and the disposition thereof until final acceptance of the completed work and release of the Contractor from its obligations hereunder. The Contractor must report any pipe or other materials damaged by the carrier for inspection to the carrier in writing on the freight bills. Any pipe or material damaged by the Contractor will either be replaced or repaired and reconditioned at the Contractor's expense as the Owner may elect.

The Contractor will haul and string pipe in such a manner as to minimize interference with the normal use of streets, alleys, or land crossed by easements. Gaps will be left in pipe strings to permit the normal use of land (e.g. the passage of farm stock) and streets or alleys to not unnecessarily obstruct or inconvenience the traveling public. Refer to **Section B-8, PROTECTIVE COATING** for further detail on the proper handling of mill coated and epoxy coated pipe.

All material furnished by the Owner and not used shall be returned to the utility within five (5) working days upon completion of the project.

SECTION A-7 UTILITY LOCATIONS

Applicable Codes: CFR, Title 49, Part 192.614

GENERAL:

The Contractor will be responsible for notifying Sunshine State One-Call, (811) and provide all the necessary information required for utility locations. The Contractor will schedule his/her work in accordance with the normally required advanced notification time period (a minimum of 2 full business days) to allow for proper utility location(s). This includes lines that have not been accepted by City, i.e., private utility company's line, water, sewer, or electric lines owned by a homeowner or business. Sufficient attention to sprinkler/irrigation systems, septic systems, and invisible fences installed by homeowners will be observed and avoided, if located by the owner, during the installation of service lines.

The Contractor will be responsible for locating installed utility facilities until they have been put into service and the as-built drawings, and valve ties, have been accepted by the respective utilities. The location of gas lines, electric conduit, including joint trench, is the responsibility of the Contractor until facilities are pressurized or energized and accepted by the Owner.

It will be the Contractor's responsibility to either be part of the one-call concept or furnish the City 24 hours, seven days a week, dispatchers with phone numbers for day and night. The Contractor must have the correct location device for mains and valves. If the tracer wire is broken, it will be the Contractor's responsibility to provide location stations at each end of a borethereby enabling plastic pipe to be located in both directions.

SECTION A-8 EXCAVATION

Applicable Codes: CFR, Title 49, Part 192.325 & 327

GENERAL:

The Contractor shall excavate or dig all required trenches and pits as directed, specified, or shown on construction drawings. All materials not suitable for backfilling and required compaction shall be removed and disposed of in compliance with all applicable local codes/ordinances and/or environmental regulations. Unsuitable materials shall include, but not be limited to, rocks, pure clay, gravel, organic matter, hard pan, and shale. Suitable natural materials for backfilling shall be non-organic, homogenous, fine/small grained, and capable of achieving consistent, dense compaction. Suitable materials shall include uniform grain sand, native sand/clay mixes (when appropriate and ratio dependent), and crushed limerock.

Unless otherwise specified or illustrated on accompanying drawings, the depth and width of all trenches and pits will allow for the easy installation of all conduits, pipes, valves, manholes, pits, etc. The bottom of a trench will be smooth and free of all hard dirt chunks, rocks, or other foreign objects.

The Contractor will furnish all materials and supplies necessary for the completion and maintenance of a trench; including water control, shoring, and any other materials that are needed to stabilize and maintain a trench line. The trench will be kept free from water in so far as practicable. **No extra payment will be made for de-watering, due to rain or overnight flooding, as compensation for these items are to be included in the contract unit price per bid item.** Such sheeting will not be removed until backfilling has progressed to a stage such that no damage to pipelines, conduits, structures, or pavement will result from its removal.

The Contractor shall be solely responsible for providing ditch and/or trench safety retaining (shoring) devices or equipment in compliance with O.S.H.A. safety standards and the COT Gas Operations & Maintenance Manual. The Contractor shall also be responsible for providing and using all necessary equipment associated with manhole (confined space) and trench work such as water pumps, ventilating fans or blowers, personal protection, retrieval harnesses, etc.

Earth excavated from large bore pits will be covered with visqueen plastic sheeting or tarps if it is left overnight, or if rainfall is expected during the construction period. Excavated earth will also be placed such that if there is a rainfall earth will flow back into the trench and not onto pavement or private property. Excavated material will be neatly piled at a sufficient distance back from the edge of the trench to avoid overloading and prevent slides or cave-ins and kept trimmed up to be of as little inconvenience as possible to the public and adjoining property owners. No extremely high earth mounds will be allowed which would impede the traffic flow (vertical/horizontal traffic site distances).

Whenever applicable, the Contractor shall take appropriate measures to properly secure all loose

Date Issued: 07/17/00
Revised: 09/13/2022

Prepared By: Gas & Electric Operations

Page
10

excavated soil at the job site by whatever means are required/acceptable including, but not limited to, plastic coverings, hay bales, and/or silt fences. Loose soil cannot be washed away by rainfall. Excavations, especially in roadways, shall be secured to prevent erosion by rainfall and the development of hazards to vehicular and pedestrian traffic.

Excavations for underground trenches (and pits) shall be in accordance with construction specifications, drawings, Owner directions, and all applicable environmental/right-of-way utility permits. Excavations shall be done in a manner to minimize damage to trees and surrounding significant surface features/structures.

The Contractor shall avoid vertical and horizontal conflicts with other underground utilities including all associated subsurface or surface structures. Minimum separation distances shall be as prescribed by the respective utility Owners (City of Tallahassee Electric or Gas) administering the work and reflected in the construction specifications/drawings. If said minimum separations cannot be achieved, then the Contractor shall notify the Owner and a satisfactory alternative route, installation method, or minimum separation distance will be determined. Excavation or boring work shall not undercut or destabilize any pre-existing facilities or structures. As necessary, the Contractor shall coordinate all excavation and boring work with the owners of said conflicting structures or facilities to prevent damage due to settling or shifting. The Contractor shall be responsible for notifying the Sunshine State One Call underground utility location service as well as using “pot hole” excavations by core drill only, as needed, to visually verify the exact depth, size, and type of an underground conflict at no cost to Owner.

Special circumstances, as identified in the construction specifications and/or by the Owner, may require the Contractor to provide and allow access across open trenches for the safe passage of livestock, vehicles, etc. Likewise, certain spoil banks may be required to have openings to prevent the confinement of water.

When only gas mains are being installed, the contractor is encouraged to plow the mains wherever practicable. It will be the contractor’s responsibility to verify there is adequate slack in the polyethylene main as well as the appropriate placement and integrity of tracer wire and warning tape.

SECTION A-9 COATED PIPE INSTALLATION

Applicable Codes: CFR, Title 49, Part 192.319, 328, and 461

GENERAL:

The Contractor will be required to provide padded slings, calipers, and/or rubber tired dollies for handling coated pipe. The use of chains or belts reinforced with wire cable will not be permitted. The crew will not assemble more pipe than can easily be handled (lowered and positioned in the trench) by the available equipment and manpower.

Coated pipe will be carefully lowered into the trench to avoid damaging the coating. It should be lowered close to its final position to minimize movement in the trench. Refer to **Section B-8, PROTECTIVE COATING.**

Where the trench runs through rock, the sides and bottom of a trench will be cleared of all loose or projecting rock that might damage the protective coating or covering on the pipe. The Contractor will provide a continuous 6" thick bedding of earth and sand in the bottom of a trench before the pipe is lowered in. It may be necessary to purchase and haul in padding because use of agricultural topsoil will not be permitted.

SECTION A-10 PIPE NIGHT CAPS

GENERAL:

The open ends of the lines will be securely closed at the end of each day's work to prevent entrance of water, mud, trash or small animals and will not be reopened until work is resumed. Only manufactured pipe night caps may be used. In no events will rags, wastes, etc. be used to plug the ends of the pipe. Any obstructions remaining in the line after the completion thereof will be removed at the expense of the Contractor.

Where the line is welded in long segments as drag sections for lanes, driveways, highways, railroads, rivers, creeks, or drainage ditch crossings, or any other location where necessary, the ends of the long sections will be closed and kept closed in the above manner by the Contractor until such long sections are finally joined.

SECTION A-11 INTERNAL LINE CLEANING

Applicable Codes: CFR, Title 49, Part 192.629

GENERAL:

Each gas pipe joint, including casing, will be thoroughly cleaned to remove all dirt and foreign matter from inside the pipe. On pipe sizes smaller than 2", the Owner will allow blowing down the line.

For gas pipe sizes 2" and larger only pigging of the line will be allowed. Rag swabbing will not be allowed. If pigging is used, the Inspector will designate the length of line to be pigged depending upon the size of the project, irregular fitting locations, etc. Pigs will meet City Specifications.

Electric conduits will be thoroughly cleaned to remove all dirt and foreign matter from inside the pipe and a pig pulled through the pipe. A single pulling string shall be pulled through and left in each duct then sealed with duct tape or endcaps. Duct banks will not be accepted until this is done and it is demonstrated that every duct is free of obstructions.

SECTION A-12 BORING - CASED AND UNCASED

Applicable Codes: CFR, Title 49, Part 192.323 & 461

GENERAL:

Whenever concrete walks, paved driveways, paved streets, or other paved surfaces are to be crossed by pipeline, the Contractor will, unless the Owner specifically consents to excavation, bore the pipe under such surfaces. Pushing the pipe will not be allowed except through open bores.

Steel casing pipe will conform to the requirements of ASTM Designation A139 Grade "B." For highway crossings, the casing shall have a minimum wall thickness of 0.188" and have a minimum nominal diameter of two inches (2") larger than the carrier pipe diameter. For railroad crossings, the minimum casing diameter will be four inches (4") larger for carrier pipes 6" diameter or greater. The casing pipe size shown or indicated on construction plans will be furnished. In addition, all insulators, casing end seals, casing vent pipes, vent cap and electrical testing will be performed using a standardized manufactured device. Vent pipes will be coated to prevent corrosion from occurring.

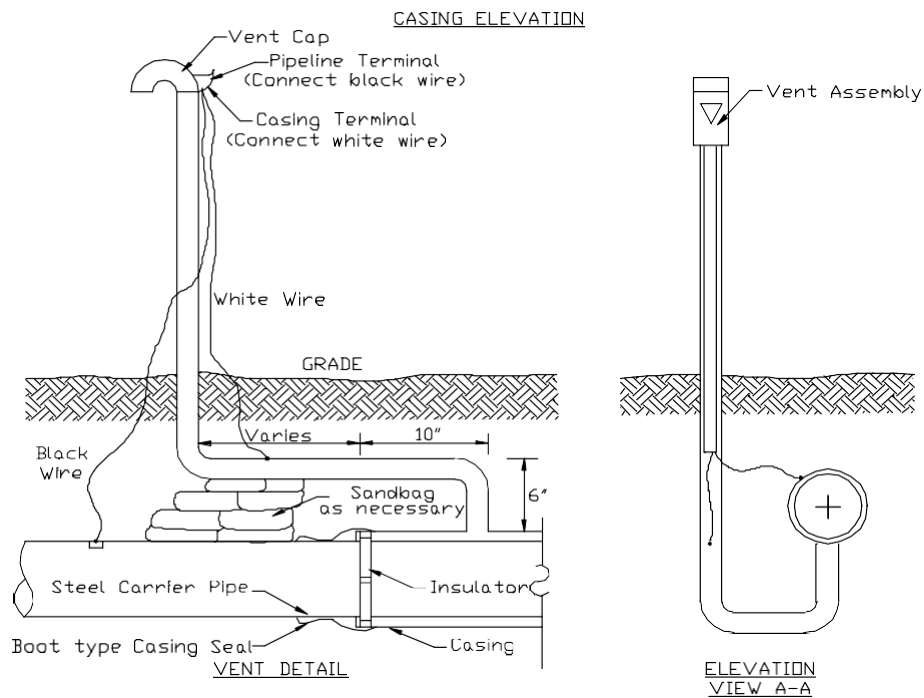
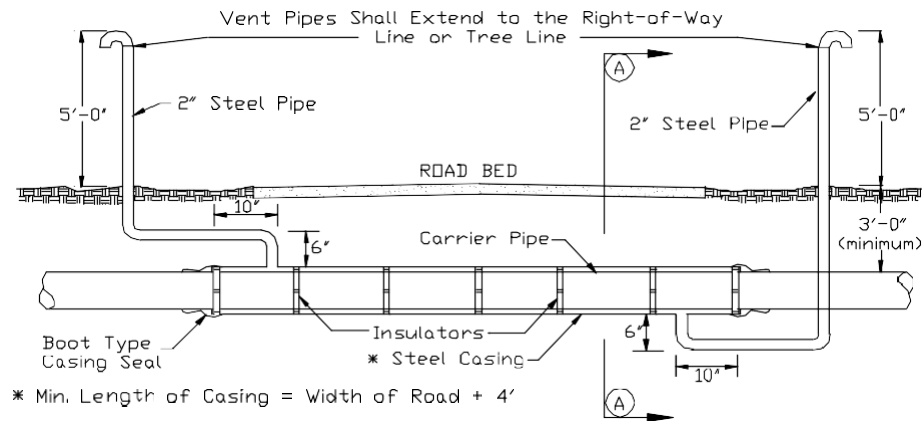
All work will be performed in conformance with the requirements of the agency having jurisdiction of the area or utility involved. Any special requirements of the agency such as insurance, flagmen, etc. will be strictly adhered to during the performance of the work on this Project. **The Contractor, at no additional cost to the City, will comply with all special requirements, as directed.**

A jacking pit will be excavated, backfilled, and compacted in compliance with the agency having jurisdiction. Sheet piling and bracing installed by the Contractor to maintain the stability of the pit walls are part of the Contractor's expense for a jacked crossing.

Casing pipe will be installed in accordance with approved jacking and boring methods. The Contractor will maintain the necessary line and grade as indicated on the construction plans. The installation of casing pipe will proceed with a pit excavated at a safe distance from the edge of the roadway or railroad. Construction will not interrupt traffic on the roadways or railroads. All utilities being crossed by casing pipe will be spot located with a minimum vertical and horizontal clearance of 12" between the crossing pipes. All casing vents will be placed within the right-of-way, unless approved by the Inspector and the affected private property owner.

Tolerance for installation of the casing pipe will be as follows:

1. Elevation - to grade or a maximum of 12" above or below grade measured at the far side of the bore regardless of the length of the bore.
2. Plan Location - plus or minus one foot measured at the far side of the bore regardless of the length of the bore.



NOTE: Terminal wires shall be Thermit welded.

Length of Casing-ft.	18	28	36	48	58	68	78	88	98	108	118	128	138
No. of Insulators	4	5	6	7	8	9	10	11	12	13	14	15	16

CASING ELEVATION, CROSS SECTION AND DETAILS

SPECS.DWG

SECTION A-13 RAILROAD CROSSINGS

Applicable Codes: CFR, Title 49, Part 192.111 & 467

GENERAL:

The construction of all railroad crossings, including all details incident to the installation of such crossings, will be in accordance with the drawings and/or will comply with such specifications as may be required by the railroad engineers, or other authority having jurisdiction.

All railroad crossings will be bored. Open trenching across railroad beds will not be permitted except in specific cases and then only after all means of boring have been exhausted and proper permission has been obtained by the Owner's representatives from authorities having jurisdiction.

In the event permission is granted to open trench across a railroad bed, all backfilling of such open trenching on the right-of-way will be accomplished by placing suitable material in layers of six inches (6") in thickness and each six-inch (6") layer mechanically tamped with a pneumatic tamping device (or equal) until the degree of compaction is equal to or more than the density of the surrounding undisturbed earth. If the material removed from the open trench is not suitable for backfill and tamping due to water saturation or nature of the material, then the Contractor is obligated to obtain suitable material. Backhoe buckets will not be used for tamping.

After backfilling, the surface of the railroad bed will be replaced with material suitable in quality and quantity in a manner satisfactory to authority having jurisdiction. The Contractor, in addition, will be bound to the construction specifications set forth in the various permits acquired by the Owner. Where the Contractor must cross over railroads with equipment at other than a public crossing, the Contractor will meet requirements of each railroad company and will acquire the necessary permission by application to the proper railroad officials and pay fees a reasonable length of time before such crossing is needed in order that the railroad company can clear any required licenses or agreements, install planking plus other materials, lift wires, and do other things necessary to protect railroad property and traffic.

All casings will be electrically insulated from the carrier pipe. A test of cased road crossings for electrical shorts will be made; however, if the Owner's technician is not available for making such tests at the time of installation, the Contractor will proceed with the installation. The use of welding machines to check the electrical insulation of the carrier pipe and casing is strictly prohibited. The Owner must first approve any instrument or device that the Contractor wishes to use any time for testing of electrical insulation. If a cased crossing shows an electrical short at any time prior to acceptance of a completed project, the Contractor will remove carrier pipe, make all repairs necessary, and reinstall the pipe. Casing will be tested for shorts immediately following:

- a) Installation of carrier pipe,

- b) At completion of the tie-in prior to backfilling, and
- c) After backfilling to ensure that the carrier pipe is insulated electrically from the casing.

Any shorts resulting from faulty insulating material will be the Contractor's responsibility.

Cathodic test station assemblies installed, as required by the drawings or by the Inspector, which are found defective in any way prior to acceptance of the total project will be repaired by the Contractor.

SECTION A-14 PAVEMENT/SIDEWALK REMOVAL AND REPLACEMENT

GENERAL:

Extreme care will be exercised to prevent pavement damage. Contractors will be responsible for pavement repair and/or resurfacing as per specifications of the authority responsible for the right-of-way. Pavement removal will only be allowed when appropriately permitted. Pavement, which is to be removed for open-cut trenching, will be cut vertically with a power-driven frictionsaw prior to removal. The surface will be scoured to sufficient depth to provide uniform, straight, break lines. All removal of the pavement will conform to local, County, State or Federal requirements where applicable. Under no condition will the pavements be cut with a trenching machine, power shovel, or backhoe. **The width of the cut of pavement or sidewalk will be two feet wider than the top of the trench (i.e. one foot on each side of the trench).** If the trench excavation becomes wider than the initial cut, the pavement or sidewalk will also be re-cut at least one foot back from all edges of actual excavation by the Contractor at his/her own expense.

Pavement, driveway, or sidewalk material will be separated from excavated materials and will not be placed in backfill but will be satisfactorily disposed of by the Contractor. Base materials may be salvaged and stockpiled for reuse, but such reuse of base materials will be subject to the review of the right-of-way Owner.

All pavements and sidewalks removed will be replaced with base and surface materials which conform with local, County, and State road designs and, as required or feasible, in thickness and quality to materials removed. The minimum limerock (LBR-100) and asphalt (500 lb stability) requirements are delineated by roadway classification as follows: Major Arterials require 8" limerock and 4" of asphalt, Minor Arterials require 8" limerock and 3.5" of asphalt, Major Collectors require 8" limerock and 3" asphalt, Minor Collectors require 6" of limerock and 2.5" of asphalt, and Local Streets require 6" limerock and 2" of asphalt. Minimum sidewalk replacements will be 4" thick for pedestrian traffic areas and 6" thick for driveway areas using Class I concrete (2500 psi). All painted street markings and other traffic control devices will be restored to former conditions. Use Safety Coatings Co. Roadrunner Traffic marking paints, or approved equal, and Ferro Co. glass spheres or approved equal. Pavements with traffic control devices and sidewalks will be replaced as soon as practicable after compaction of backfill. Compaction shall be per Owner specifications.

Workmanship and materials will be in accordance with best standards practice for work of this type and will conform to the requirements of the latest edition of the FDOT Standard Specifications for Road and Bridge Manual.

Pipe crossings and installations along all State highways will be made in accordance with details shown on the plans and in full compliance with State Department of Transportation requirements. All materials and workmanship will be subject to the approval of the local maintenance engineer for the Florida DOT.

Curb or curb and gutter removals, where required in construction of this work, will be held to a

Date Issued: 07/17/00
Revised: 09/13/2022

Prepared By: Gas & Electric Operations

Page
20

minimum. Curb and gutter materials to be removed will be carefully separated from trench excavation material and will be satisfactorily disposed of by the Contractor.

The Contractor will replace all curb or curb and gutter, which have been removed. Curb and gutter will be replaced as soon as possible after backfill is placed and compacted and will be a duplicate in all respects to original construction. Workmanship will be in accordance with the authority having jurisdiction (City, County, State).

SECTION A-15 BACKFILLING

Applicable Codes: CFR, Title 49, Part 192.319

GENERAL:

Trenches will not be backfilled until all required tests are performed and the line installed conforms to the specified requirements. All natural gas lines will require the installation of warning tape and tracer wire. See the specific requirements of the warning tape for gas and electric in **Chapter B, C & D**. Compaction shall be per Owner specifications.

Where the gas pipe has been newly coated or the coating otherwise repaired, the trench must not be backfilled until the coating has thoroughly hardened. Where the trench runs through rock, cinders, or rock fills, the excavation will be carried to an elevation, which will provide a bedding course of not less than six inches (6") below and around the body of the pipe. Care will be taken to prevent damage to the protective coating by any rock in the backfill. Any damage caused in this manner will be repaired by the Contractor at his expense. Large rocks or boulders, of such size the Owner's inspectors may direct to be taken out of a trench and not used in the backfill, will be removed, and disposed of at the Contractor's expense. All backfill will be laid in 6" layers and proper mechanical tamping equipment for that site will be used.

Backfill will consist of the following material:

TYPE "B" BACKFILL

Type "B" material will be a select granular material free from organic matter and of such size and gradation that desired compaction can be readily attained. When tested in accordance with the latest ASTM D422, it will conform to the following requirements:

- a) Maximum particle size not to exceed 3".
- b) At least 95% will pass a 1-1/2" sieve and not more than 10% will pass No. 200 above.
- c) Coefficient of uniformity will be six or greater.
- d) Material will have a sand equivalent of 35% or greater.

Material may be clean natural sand or gravel, imported quarry waste, select excavation, or a mixture thereof. Soil reports will be submitted ten days in advance of intended use for approval by the Owner.

TYPE "D" BACKFILL

Type "D" material will be material obtained from the Contractor's excavation. Such backfill material will be free of debris, deleterious materials, organic material, and expansive soils. This backfill material will contain no materials larger than four inches (4"). Under no circumstances are destroyed pavement materials, curbs, broken concrete, etc. to be included in the backfill. After all inspections are completed, the Contractor will backfill each section to prevent floating of the pipe in the event water enters a trench from any cause. Contractors will closely follow with the remaining backfill so that a minimum length of a trench will remain open at any time.

All loose dirt will be scraped and removed from the right-of-way. Backfill should resemble original characteristics of the land before construction (i.e. grade, pitch, texture).

Where pipelines are placed beneath a paved road bed or driveway, within five feet of the edge of an existing or proposed pavement, or base course, the backfill will be tamped in six-inch (6") lifts to the surface. Such tamping will be done with a mechanical tamper of an approved type.

Note: A backhoe bucket can be used for the last six-inch (6") of backfill. Compaction within these areas will meet the following requirements:

Minimum required densities, expressed as a percentage of maximum density as determined by ASTM D698 (Standard Proctor Moisture - Density Test), will be as follows for the indicated areas:

- 1) Florida Department of Transportation (FDOT) road right-of-way: Per FDOT Specifications
- 2) Leon County Road right-of-way: Per Leon County Specifications

Backfill for trenches beyond five (5) feet off the edge of an existing or proposed pavement or base course will be compacted to 95% of the maximum density of the Standard Proctor.

Immediately after backfilling, the soil must be stabilized with hay and seed, or sod, to prevent erosion and will be returned to its original condition. Any landscaping disturbed will be restored to its original condition. The type of seed should concur with the season. **All backfill will be maintained by the Contractor for twelve months after final acceptance by the Owner of the work performed hereunder.**

All cubic yards of fill will be paid at a mutually agreed upon ditch width minus volume of conduits. Mutually agreed upon ditch widths will be defined as the minimum size standard backhoe bucket width to meet the requirements of the duct bank plus six inches (6").

Example: Duct bank requires 20" ditch width. Minimum standard size backhoe bucket is 24". The six inches (6") would be added to the 24" for a total of 30" ditch width. The thirty inches (30") would be the mutually agreed upon ditch width.

SECTION A-16 WARNING SIGNS AND TRAFFIC CONTROL

GENERAL:

The Contractor will supply and always utilize during the progress of construction an adequate number of red flags, barricades, warning signs, flagmen, or any other means of warning to prevent accident and injury to persons and property. All such signing shall be in accordance with applicable OSHA regulations and the FDOT Manual on Uniform Traffic Control Devices. The Contractor will adhere with the requirements of the agency having jurisdiction of the area involved such as the time and Maintenance of Traffic, etc. The Contractor is responsible for providing maintenance of traffic for all construction jobs.

Contractor will post signs five (5) working days prior to any construction activity to inform the public. Signs will be installed on public right-of-way for projects lasting five working days or more.

SECTION A-17 CARE OF EXISTING STRUCTURES

GENERAL:

All existing trees, fences, pipes, conduits, wire, manholes, embankments, or other structures in the vicinity of the work will be supported and protected from damage by the Contractor during construction and until completion of the work. The Contractor will be liable for all damage done to such structures, as provided above and will hold the Owner harmless from any liability for the expense of injuries, damages, or repairs. All damages should be resolved in a timely manner. Mailboxes, signs, newspaper boxes, etc. may be removed and replaced with the owner's permission.

SECTION A-18 SOD, SEED, AND MULCH

GENERAL:

The payments for seed, mulch, and sod will be as follows:

- Restoration of sod, which will be installed as required by a right-of-way permit or as approved by a City of Tallahassee representative, will be paid per the Price Schedule and based upon the ditch width plus twelve inches (12"). The typical width of a gas only ditch is 18" to 24". Therefore, the restoration payment for gas installation only will not exceed three feet (3') times the linear length of the excavation.
- Sod restoration for a typical joint trench width of two feet (2') will be paid per the Price Schedule and based upon the trench width plus twenty-four inches (24") multiplied times the length of the ditch. Payment will be shared equally between the gas and electric departments.
- **There will be no reimbursement for sod when paying established area prices as this price already includes sod restoration.**
- At locations where seed and mulch restorations are approved, payment will be per the Price Schedule and based upon the ditch width, volume of earth removed, site conditions, and permitting agency. Prior to beginning excavation, City Representatives and the Contractor will agree upon the terms of payment. For typical joint trench projects the area of restoration will not exceed eight feet (8') in width. Payment will be shared equally between the gas and electric departments.
- The Contractor shall restore all disturbed areas to their original condition.
- The Owner's inspector and the Contractor will mutually agree upon payment for restoration when installing service taps.

The contractor shall furnish and appropriately lay, peg, and spread the sod, seed, and mulch according to the following requirements:

Sod:

- 1) Sod will be of the same variety that existed prior to disturbance.
- 2) The Contractor is responsible for the removal, storage, and reinstallation of the existing sod, or the replacement with a matching type of new sod as required by the Owner.

- 3) The Contractor shall install and maintain appropriate soil stabilization at bore pits. **There will be no additional cost to the Owner for sod at bore pits or tie- ins.**
- 4) The Contractor will be responsible for the maintenance of sod for a period of thirty (30) days.

Seed:

- 1) Grass seed shall be a mixture of 20 pounds of Bermuda and 80 pounds of Pensacola Bahia seed per acre during the months of February through September.
- 2) Grass seed shall be a mixture of 50 pounds of Winter Rye and 50 pounds of Pensacola Bahia seed per acre during the months of October through January.
- 3) **There will be no additional cost to the Owner for seed and mulch at bore pits or tie-ins.**

Mulch:

- 1) Seeded areas shall be mulched in a continuous blanket immediately following the compacting and seeding operations using at least 1-1/2 tons of hay per acre. The Contractor is responsible to maintain the mulch until new grass is established.
- 2) The contractor will be responsible for the survival of the newly installed sod and seed. If rutting has occurred in the mulch, the contractor will have to relay or spread seed and mulch at no additional cost to the Owner.

**SECTION A-19 CITY OF TALLAHASSEE AND LEON COUNTY
STORMWATER, LANDSCAPING, TREES AND
RECEIVING WATER BODIES ORDINANCE**

GENERAL:

The Owner will be responsible for obtaining the necessary consent or permission in accordance with the City of Tallahassee and Leon County Environmental Ordinances. The appropriate Environmental Management General Permits will be made available by the Owner.

The Contractor is required to train their construction site workers in stormwater, erosion, and sedimentation control, as well as have a foreman, supervisor, or other responsible person who is certified under the Florida Stormwater, Erosion, and Sedimentation Control Inspector Training Program available on site for each project. The Contractor will make these training records available to the Owner as requested. The Florida Development Manual, Erosion and Sediment Control Best Management Practices shall be referred to for proper erosion control management.

SECTION A-20 CLEANUP AND RESTORATION

GENERAL:

Contractors will keep the right-of-way clear of barrels, skids, defective materials, and all other construction debris daily behind its operation to the satisfaction of the Inspector, landowners, county officials, state officials, or other authority having jurisdiction.

Restoration is an integral part of the work. Upon completion of the work, and before acceptance of final payment for the project by the Owner, the Contractor will restore all property, both public and private, which has been disturbed or damaged directly due to the construction work. The Contractor shall ensure that the construction site, where gas main is installed is restored, at a minimum, to preconstruction conditions within 3 days. The Contractor shall ensure that the construction site, where gas service is installed is restored, at a minimum, to preconstruction conditions on the same day as installation.

In case of a dispute, delay in restoration, or inconvenience to the public, the Owner will restore and clean up the construction site plus charge the cost to the Contractor as the Owner determines to be appropriate.

SECTION A-21 AS-BUILT DRAWING AND GPS

GENERAL:

The Contractor will mark all newly buried pipes, conduits, valves, etc. The installed structures will be located by placing a temporary marker directly over the ground by use of stakes, flags, etc. All valve boxes and test stations must be visually identified through the use of markers or paint. Project as-built drawings or red lining, GPS for electric projects will conform to the standards and specifications for GPS Data and As-Built deliverables to Gas and Electric Utilities listed in this section. The Owner may request the right to verify the marker location by having the main potholed by the Contractor.

Project as-built drawings must be submitted by the Contractor to be reviewed and approved by the Owner before payment is authorized.

The following is to ensure that Global Positioning System (GPS) data points and As-Built Deliverables submitted by contractors to the City of Tallahassee Electric and Gas Utility, and GIS Division meet the requirements for quality and consistency of these same entities.

Prior to the issuance of final payment the City of Tallahassee Electric and Gas Utility, , and their respective GIS Sections shall approve the deliverables described herein.

A. GPS Data (Electric Utility Only)

1. The GPS points attribute table shall include: X and Y coordinates (in U.S. state plane Florida north NAD 83 HARN FIPS 0903 feet) of the following:
 - a. Electric Utility straight conduit or duct bank segments as per paragraph 7 below and the capped end of a conduit or duct bank. The physical center or mid-point of all underground Electric Utility manholes, termination cabinets, metering cabinet pits, transformer pads, vaults, pull boxes, service/light pedestals, street/area light poles, switchgear pits, riser terminations, and wherever a conduit or duct bank changes directions or curves. The duct bank arrangement/layout with conduit sizes, overall duct bank height, overall duct bank width, the duct material, and the depth below finished grade of electric conduit or duct banks shall be recorded at each X-Y data collection point.
 - b. In addition to X and Y coordinates, the GPS attribute table shall include the date of collection and a unique Electric Utility job number.
2. The coordinate system shall be U.S. state plane Florida north NAD 1983 HARN FIPS 0903 feet.

3. The Data Dictionary or Form used for all data collection should be verified by the Electric Utility GIS Division.
4. The GPS data shall be provided in ESRI shapefile (*.shp) format on a CD, flash drive, or downloaded from the Contractor's ftp site.
5. Data shall be collected with a minimum of sub-meter accuracy.
6. In areas where loss of GPS signal occurs, offsets should be used from the closest obtainable satellite beacon lock.
7. GPS points (with depths) shall be collected at 100-foot intervals along relatively straight segments of electric conduit or duck banks. A minimum of one (1) data point will be collected at the mid-point of straight segments shorter than 100 feet.

B. As-Builts

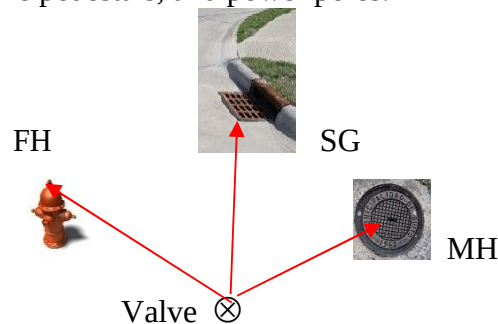
1. The Gas As-Built field documents shall show type, size, material, and locations of gas valves, main, and fittings; length of main in feet; and depth of main in inches.
2. The Electric As-Built field documents shall be marked up with any changes from the plan and indicated the number of 90-degree elbows in each run.
3. The As-Built deliverables shall be on hard copy and shall be clear, legible, concise, complete, and accurate.
4. The Gas As-Builts shall accurately show and label all valves, main, fittings, field ties, and objects/structures from which ties are measured.
5. Gas ties shall be collected at 100-foot intervals along relatively straight segments of main.
6. Gas ties shall be collected at all gas valves, end-of-main, tie-ins, elbows, and wherever the main changes direction or curves.
7. Gas ties for each gas feature shall be "pulled" (distances shall be measured) from three (3) permanent, fixed, aboveground objects/structures (as described in detail below). The gas feature and the objects/structures selected for each tie shall be clearly and accurately shown and labeled.
8. If variations and inconsistencies from the design plans occur, they shall be verified and clearly marked on the As-Builts.
9. Any abandoned and/or removed main, valves, and fittings shall be clearly indicated on the As-Builts.

C. Specifications for Pulling and Recording Ties

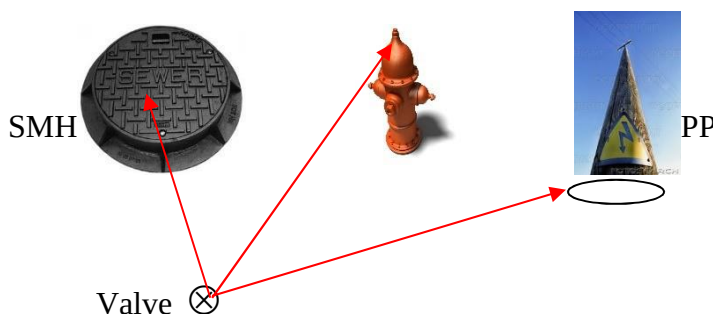
1. The following specifications are intended to address methods, guidelines, and requirements for pulling ties and measurements for underground gas facilities,

including valves, main, fittings, and services.

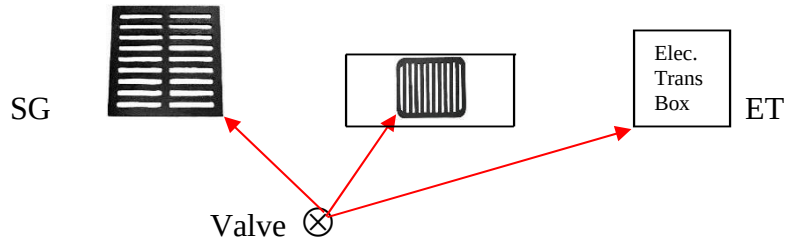
2. The intent and purpose of this document is to establish unified standards and to ensure the quality and consistency of data received by requesting utilities and the GIS division.
3. All personnel are encouraged to use common sense while performing the work described herein and should consider that the documentation:
 - a. Must be easily interpreted by others
 - b. Will be utilized by other personnel to perform proper locating.
 - c. Will be utilized during emergency response as well as at night
 - d. May be accessed at a much later date
4. Ties shall be pulled at all valves, end-of-main, tie-ins, elbows, and locations where the main changes direction, including gradual curves.
5. Ties along a relatively straight segment of main should be pulled every 100 feet. Ties collected along main where it changes direction or curves are in addition to the ties collected every 100 feet.
6. All ties will be pulled from at least (3) of the nearest, most permanent, and/or accessible objects/structures such as: manholes, storm drains, on-ground transformers, fire hydrants, telephone pedestals, and power poles.



7. When pulling a tie from a round object/structure (manhole, fire hydrant), pull from the center / top point. However, if pulling from a power pole, pull from the nearest edge.



8. When pulling a tie from a square or rectangular shaped object (steel storm drain /grate, ground transformer), pull from the nearest corner.



9. If any of the aboveground structures (power pole, pedestal, transformer, etc.) have an identifying number (such as a tag or badge #), record the badge or tag # on the as-built.
10. Measurements should not exceed 100 feet and should not cross major roads/intersections, whenever possible.
11. All documents containing ties should be signed by the person who performed the work.
12. For tie to permanent structures, use typical field objects and label according to the following list of abbreviations:

BLDG - Point on Building	PP - Power Pole
BOC - Back of Curb ^{1,2}	SD - Storm Drain
CB - Catch Basin	SDMH - Storm Drain Manhole
CP - Concrete Pole	SDW - Point from Sidewalk ^{1,2}
CPD - Concrete Pad	SG - Storm Grate
CTV - Cable TV Pedestal	SMH - Sewer Manhole
CULV - Culvert	STL - Street Light
DITCH - Point on Concrete Ditch ^{1,2}	TMH - Telephone Manhole
DRN - Drain	TP - Telephone Pole
EB - Electric Box	TPD - Telephone Pedestal
EMH - Electric Manhole	TSB - Traffic Signal Box
EOP - Edge of Pavement ^{1,2}	TSP - Traffic Signal Pole
ET - Electric Transformer	TSPD - Traffic Signal Pedestal
FH - Fire Hydrant	VP - Vent Pipe
FO - Fiber Optic Post	WALL - Wall ^{1,2}
FOC - Front of Curb ^{1,2}	WM - Water Meter ³
MEDIAN - Median	WV - Water Valve
MH - Manhole	
NoBlo - NoBlo surface marker	

¹These features should only be used for ties to valves or fittings when ties to two other permanent aboveground structures are also provided and when there is no other third suitable structure nearby to pull from.

These features should only be used for ties to main when a tie to another permanent aboveground structure is also provided perpendicular to the main at the location of the BOC/DITCH/EOP/FOC/WALL tie.

²For FDOT projects, these features may be used without other ties when the feature location is referenced to the baseline stationing provided on the survey DWG.

³WM should only be used as a last resort along with two other suitable permanent aboveground structures as it is difficult to locate in GIS.

SECTION A-22 GAS OPERATOR QUALIFICATION

GENERAL:

Contractor shall provide to the City of Tallahassee a copy of its Operator Qualification (OQ) plan, list of covered tasks, as well as the names of employees qualified for each task, date of qualification, date of qualification expiration, and verification that each employee has been qualified in accordance with the requirements of 49 CFR, Part 192 and the laws, rules, and regulations of the Florida Public Service Commission. The Contractor's OQ plan shall be in conformance with the ASME B31Q, Pipeline Personnel Qualification and the City of Tallahassee Gas Utility OQ plan.

The City of Tallahassee Operator Qualification Plan Administrator will review all operator qualification documents submitted by the Contractor. Documents must be reviewed and approved by the City of Tallahassee. The Contractor's OQ plan must be in conformity with that of the City of Tallahassee. The Contractor shall provide OQ records on a monthly basis and upon request.

Any subcontractor hired by the Contractor must adhere to the same OQ standards as approved by the City of Tallahassee.

Any Contractor employee that fails to maintain qualification during this contract must be either removed from the construction site until qualified; or supervised in accordance with the span of control designated in the Contractor's OQ Plan. Should the scope of the project change to include any covered tasks not noted in the preliminary phase of the project, the contractor will immediately provide documentation of these tasks and personnel qualified to perform said tasks.

Contractor employee qualifications will be maintained on file by the City of Tallahassee for a period of five years after the project onset in compliance with federal regulations. All Contractor documents related to the OQ requirements outlined here shall be made available for review upon request.

GENERAL UTILITY WORK

ALL CONSTRUCTION WORK MUST BE IN COMPLIANCE TO THE CITY OF TALLAHASSEE ELECTRIC AND GAS OPERATIONS' STANDARD CONSTRUCTION SPECIFICATIONS AND ANY JURISDICTIONAL GOVERNMENTAL AGENCY STANDARD SPECIFICATIONS.

A. Sand

Price is for delivery and placement of a good grade of "fill sand" around ducts or duct banks. Sand is to be "washed in" or watered to achieve maximum fill (no voids) and compaction. Sand is to be placed 3" beyond the extents of the duct bank. Quantities will be paid based upon trench widths. Price shall include removal of spoil from site.

Item # 0130 - \$_____/cu. yd.

B. Flowable Fill

Price is for delivery and placement of a Florida Department of Transportation (FDOT) grade of excavatable flowable fill concrete mixture around ducts or duct banks. Flowable fill is to be spaded or vibrated in place to achieve maximum fill (no voids). Price DOES NOT include spacers or tie downs. Flowable fill is to be placed 3" beyond the extents of the duct bank. Quantities will be paid based upon trench widths. Price shall include removal of spoil from site.

Item # 0131 - \$_____/cu. yd.

The same as above but with the City of Tallahassee furnishing the flowable fill.

Item # 0132 - \$_____/cu. yd.

C. Concrete

Price is for delivery and placement of concrete with a minimum PSI rating of 3,000. Concrete shall be placed to achieve maximum fill (no voids). Price DOES NOT include spacers or tie downs. Concrete is to be placed 3" beyond the extents of the duct bank. Quantities will be paid based upon trench widths. Price shall include removal of spoil from site.

Item # 0133 - \$_____/cu. yd.

The same as above but with the City of Tallahassee furnishing the concrete.

Item # 0134 - \$_____/cu. yd.

D. Concrete Removal Only

Price is for demolition and removal of concrete (e.g. curbing, sidewalk, driveways, etc.).

Item # 0135 - \$_____/sq. ft.

E. Asphalt Patching

~~Includes saw cutting and road base material to City, County or DOT specifications.~~
Includes cutting of asphalt by saw or core drill to restore to City, County or DOT specifications.

Item #0136 - \$_____/sq. ft.

F. Asphalt Removal Only

Price is for demolition and removal of asphalt.

Item # 0137 - \$_____/sq. ft.

G. Sidewalk/Driveway Replacement

This item entails the removal and replacement of standard 4" concrete sidewalk and driveway.

Item # 0138 - \$_____/sq. ft.

The same as above but according to DOT specifications

Item # 0139 - \$_____/sq. ft.

H. Sod Replacement

Removal and replacement of existing sod with the same type. The contractor shall water the sod as necessary to guarantee its survival for a minimum of 30 days.

Item #0140 - Centipede \$_____/sq. ft.

Item #0141 - St. Augustine \$_____/sq. ft.

Item #0142 - Bahia \$_____/sq. ft.

I. Erosion Controls

Seed & Mulch (see specifications)

Item #0143 - \$_____/sq. ft.

Silt Fence (Installed per COT & DEP specifications)

Item #0144 - \$_____/ft.

Hay Bales (Installed secured with wood stakes)

Item #0145 - \$_____/ft.

J. Type "B" Backfill

Type "B" backfill shall be select granular material free from organic matter and of such size and gradation that desired compaction can be readily attained. This item will be required at the discretion of the Owner. Price shall include hauling to site, placement, and removal of spoil from site.

Item # 0146 - \$ _____/cu. yd.

The same as above but with the City of Tallahassee furnishing the type B backfill.

Item # 0147 - \$ _____/cu. yd.

K. Compaction

Any trench that falls within five (5) feet of the edge of pavement shall require compaction to 100% Standard Proctor. Prices listed shall be per linear foot of trench width.

STANDARD PROCTOR

Item #	Trench Width	90%
0148	12"	\$_____/LF.
0149	18"	\$_____/LF.
0150	24"	\$_____/LF.
0151	36"	\$_____/LF.
0152	48"	\$_____/LF.
	Trench Width	95%
0153	12"	\$_____/LF.
0154	18"	\$_____/LF.
0155	24"	\$_____/LF.
0156	36"	\$_____/LF.
0157	48"	\$_____/LF.
	Trench Width	100%
0158	12"	\$_____/LF.
0159	18"	\$_____/LF.
0160	24"	\$_____/LF.
0161	36"	\$_____/LF.
0162	48"	\$_____/LF.

L. Core Drill

~~Price is for Contractor to provide labor and equipment to core drill through concrete structures for various sizes of electrical conduit.~~

Price is for contractor to provide labor and equipment to core drill through concrete structures for various sizes of electrical conduit. This line item shall not be used to spot utilities. Spotting of utilities by core drill to be included in bore unit pricing.

Item # 0163 - \$_____/ea.

M. Density Test

Density tests will be performed using sand cone, drive tube or nuclear methods. Density tests will be made at locations requested by the City Representative. The Owner will pay for a test meeting satisfactory compaction. The Contractor will pay for tests revealing unsatisfactory compaction and for re-excavating, backfilling and re-compacting to achieve satisfactory compaction. Price will be for a density test with accompanying field test report.

Item # 0164 - \$_____/ea.

N. Labor and Equipment Rate Schedule

Provided below is an itemizing list of equipment and personnel by equipment type and classification. Optional items may be considered by the City and should be included for consideration in Table N.2 below.

N.1 Table of Labor & Equipment Rates

Item #	Labor Rates	Hourly Rates
0543	Journey Lineman	\$_____
0544	Superintendent	\$_____
0545	Foreman	\$_____
0546	Operator	\$_____
0547	Welders	\$_____
0548	Welder Helper	\$_____
0549	Laborer	\$_____
0550	Fuser	\$_____
0551	Truck Driver	_____

	Equipment Rates	Hourly Rates
0552	Excavator	\$ _____
0553	Rubber Tire backhoe	\$ _____
0554	Side boom	\$ _____
0555	Bulldozer	\$ _____
0556	Boom Truck	\$ _____
0557	Tractor only	\$ _____
0558	Lowboy – only	\$ _____
0559	2 Ton FB/Dump	\$ _____
0560	2 Ton/AC & body	\$ _____
0561	1 Ton Pickup	\$ _____
0562	Pickup	\$ _____
0563	A/C 185 w/tools	\$ _____
0564	Job Van with Tools	\$ _____
0565	Float	\$ _____
0566	Compactor	\$ _____
0567	Mechanical Tamper	\$ _____
0568	Generator	\$ _____
0569	Electro Fusion	\$ _____
0570	Boring Machine	\$ _____
0571	Welding Rig	\$ _____
0572	Plow/ Trencher	\$ _____

N.2 Optional Labor & Equipment Rates (Add additional lines as needed)

Item #	Optional Labor & Equipment Rates	Hourly Rates
		\$ _____
		\$ _____
		\$ _____
		\$ _____

CONTRACT

Between the City of Tallahassee ("City") and (*insert Contractor's name*)("Contractor")

CONTRACT NO. (insert contract number)

SUBJECT OF CONTRACT: (*insert solicitation number and title*)

CONTRACT AMOUNT:

- | | |
|--|---|
| ☐ Exact Amount: \$ ____
☐ Not To Exceed (NTE): \$ ____
☐ Commodity based upon Line Item Price | ☐ Exact Amount: \$ ____
(Subject to allowed adjustments as specified elsewhere in the contract.)
☐ Estimate Only (EST): |
|--|---|

LINE ITEMS AWARDED: ☐ All ☐ Item(s): _____

CONTRACT TERM:

The performance period ("Term") of the contract will be as follows: The basic Contract Term is Three years, with Two optional One year extension periods for a total of Five years.

The term of the contract shall begin on the date stated above or, if no specific start date is provided herein, on the contract Execution Date (the "effective date") as evidenced by signature of the parties in the Contract Execution section below.

CONTACT PERSONNEL	
Contract Administrator: Telephone Number: Email:	Technical Representative: Telephone Number: Email:
FOR CITY OF TALLAHASSEE INTERNAL USE ONLY	
Type of Contract (Check One) ☐ Firm Fixed Price ☐ Fixed Price w/Economic Price Adjustment Type of Quantity Delivery (Check One) ☐ Definite Quantity ☐ Indefinite Quantity ☐ Requirements	Item Type ☐ Commodities ☐ Services Type of Contract Award (Check One) ☐ Single Award ☐ Multiple Award
Approval Level: ☐ ACM ☐ Commission Approval Date:	

REV: 9/2022

TABLE OF CONTENTS

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference.

INCLUDED	DESCRIPTION
Contract Cover (Pages 1 and 2)	Contract Between the City and the Contractor
Section 1	Price Schedule
Section 2	Representations/ Certifications
Section 3	Statement of Work/ Specifications
Section 4	Contract Management
Section 5	General Terms and Conditions/ Miscellaneous Contract Clauses
Section 6	Attachments to Contract

CERTIFICATION OF CONTRACTOR

In response to the solicitation, I, the undersigned representative of the Contractor, hereby certify and represent as follows --

1. That I have read and examined the solicitation and all attachments thereto in full, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
2. That I am duly authorized by the Contractor to execute the contract binding the Contractor to the City; and
3. That the Contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives below.

City of Tallahassee

Contractor: (insert Contractor's name)

By: _____
(Signature)

By: _____
(Signature)

Veronica McCrackin
Manager for Procurement Services

(Print/Type Name, Title and Date)

Attest

Approved As To Form:

By: _____
(Signature)

By: _____
(Signature)

James O. Cooke, IV
City Treasurer-Clerk

Cassandra K. Jackson
City Attorney

Execution Date

SECTION 1 - PRICE SCHEDULE

CONTRACTOR NAME: _____

THE CONTRACTOR AGREES --

To furnish the supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

PRICE RELATED FACTORS

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Contractor certifies that—

1. The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Contractor or competitor.
2. The prices set forth in the price schedule will not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before response opening.
3. No attempts have been made by the Contractor to induce any other concern to submit or not to submit a response for the purpose of restricting competition.
4. Contractors must submit responses based on the bidding requirements/specifications in this solicitation. Unless specifically requested in this solicitation, alternate or optional responses will not be considered for award and may render the entire submitted response as non-responsive.

SECTION 2 – REPRESENTATIONS AND CERTIFICATIONS

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: (City) (State) (Zip Code+4)
MAIL ADDRESS: VOICE: , EXTENSION:
OTHER: ; FAX:

TELEPHONE NO:
(Toll-Free Preferred)

EMAIL ADDRESS:

WEBSITE URL:

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME:
TELEPHONE NO: VOICE: , EXTENSION:
(Toll-Free Preferred) OTHER: ; FAX:
EMAIL ADDRESS:

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME:
MAIL ADDRESS: (City) (State) (Zip Code+4)
VOICE: , EXTENSION:
OTHER: ; FAX:
TELEPHONE NO:
(Toll-Free Preferred)
EMAIL ADDRESS:

CONTACT FOR INVOICE INQUIRIES

NAME:
TELEPHONE NO: VOICE: , EXTENSION:
(Toll-Free Preferred) OTHER: ; FAX:
EMAIL ADDRESS:

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME:
MAIL ADDRESS: (City) (State) (Zip Code+4)

SECTION 4 – CONTRACT MANAGEMENT

4.1 CITY REPRESENTATIVES

4.1.1 CONTRACT ADMINISTRATOR

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but are not limited to --

- a. Overall liaison between the City and the Contractor.
- b. Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations.).
- c. Assist and advise City departments and subordinate units on purchasing matters.
- d. Resolve conflicts between the City and the Contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

4.1.2 TECHNICAL REPRESENTATIVE(S)

Duties include, but are not limited to --

- a. Serve as liaison between the PSO and the Contractor on technical issues.
- b. Place orders against this contract, if applicable.
- c. Conduct evaluation and report on the Contractor's performance.
- d. Reviews and recommends action on the Contractor payment requests.
- e. Alerts the Contract Administrator of developing and unresolved problems.

4.2 CONTRACTOR REPRESENTATIVES

The Contractor's representatives on this contract responsible for contract management are those persons identified by the Contractor in the Representations and Certifications Form and as required by any other clause to this contract.

4.3 CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, or other contact information) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

SECTION 5 – GENERAL TERMS AND CONDITIONS

5.1 INSURANCE REQUIREMENTS

- a. Prior to commencing work, the Contractor shall procure and maintain at the Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:
- (1) Commercial General/Umbrella Liability Insurance - \$500,000 limit per occurrence for property damage and bodily injury. The insurance shall include coverage for the following:
 - Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
 - (2) Business Automobile/Umbrella Liability Insurance- \$500,000 limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
 - (3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor is otherwise required by law to provide such coverage.
- b. **Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.
- c. **Other Insurance Provisions**
- (1) Commercial General Liability and Automobile Liability Coverage
 - (i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.
 - (ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.

- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) **Workers' Compensation and Employers' Liability and Property Coverage**
The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Contractor in the performance of services under this contract.
- (3) **All Coverage**
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
 - (ii) If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.
 - (iii) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, further notice to the Contractor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Contractor.
- d. **Acceptability of Insurers**
Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.
- e. **Verification of Coverage**
The Contractor is reminded that regardless of what the State of Florida requirements for insurance are (including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for entities wishing to enter into a contract with the City. The Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this Section. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be submitted and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.
- f. **Subcontractors**
The Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

5.2 **PAYMENTS**

- a. The City shall pay the Contractor, either by government credit card or upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract, less any deductions provided in this contract.
- b. It is the policy of the City to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes.

5.3 **SUBMITTAL OF PROPER INVOICES**

- a. The Contractor shall submit an invoice at the end of every month [or other specified interval], in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:
 - (1) **E-mail** (electronic PDF image of invoice): invoices@talgov.com;
 - (2) **Mail**: Accounts Payable, 300 S. Adams St., Mail Box A-28, Tallahassee, FL 32301-1731;
or
 - (3) **Hand Delivery**: Accounts Payable, City Hall, 300 S. Adams St, Tallahassee, FL
- NOTE 1: At the request of the user-department, a copy of the invoice may be submitted to

the project manager or designee at an address to be supplied.

NOTE 2: If payment has been made utilizing a City Purchase/Credit Card the invoice must be sent to the attention of and to the address for the individual who made the purchase. The invoice should indicate that payment has been with a Purchase Card.

- b. Accounts Payable Contact Telephone: (850) 891-8280; Fax: (850) 891-8788
- c. A proper invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Invoice number (the Contractor is encouraged to assign an identification number);
 - (4) Contract number, if applicable;
 - (5) City's Purchase Order number, if applicable;
 - (6) Contract line item number, if applicable;
 - (7) Descriptions, quantities, units of measure, unit prices, and extended price of each item;
 - (8) Terms of any prompt payment discounts offered;
 - (9) Name and address of official to whom payment is to be sent; and
 - (10) Federal Identification Number or Social Security Number (whichever applies)

5.4 **INDEPENDENT CONTRACTOR STATUS**

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with requirements and standards stated in the contract. The Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

5.5 **INDEMNIFICATION**

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6 **EVALUATION OF SERVICES--FIXED-PRICE**

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.

- c. The City has the right to evaluate all services called for by the contract, at all times and, to the extent practicable, at places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.
- d. Evaluations conducted by the City shall be recorded on a standard City Vendor Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:
 - (1) The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.
 - (2) The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.
 - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, in response to any VPE form which contains work or service rated "unsatisfactory." At a minimum, the Contractor's written reply must explain the action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.
- e. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the City may--
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may—
 - (1) By contract or otherwise, perform the services and charge the Contractor any cost incurred by the City directly related to the performance of such service; or
 - (2) Terminate the contract for default.
- g. All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

5.7 **CHANGES--FIXED-PRICE**

- a. The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes to the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price or the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- e. Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5.8

DISPUTES

- a. All disputes arising under or relating to this contract shall be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
 - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- d. For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. The decision of the Procurement Services Office shall be final.
- f. If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- g. The City shall pay interest at the rate prescribed by Section 218.74(4), Florida Statutes, on the amount found due and unpaid from --
 - (1) the date that the Procurement Services Office receives the claim (certified, if required); or
 - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.
- h. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Services Office.

5.9

NOTIFICATION OF LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

5.10

NOTIFICATION OF OWNERSHIP CHANGES

- a. The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred or is certain to occur.
- b. The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:
 - (1) Maintain current, accurate, and complete inventory records of assets and its costs;
 - (2) Provide the Procurement Services Office ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated

- depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

5.11 **NOTIFICATION OF BANKRUPTCY**

In the event the Contractor enters proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

5.12 **PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any City property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

5.13 **WARRANTIES**

5.13.1 **WARRANTIES OF SERVICES**

a. Definitions.

"**Acceptance**," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"**Correction**," as used in this clause, means the elimination of a defect.

- b. Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the City. This notice shall state either --
- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the City does not require correction or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- d. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.13.2 WARRANTIES OF COMMODITIES

- a. **PRODUCT REQUIREMENTS/SPECIFICATIONS** – Items furnished shall be standard products of the manufacturer or their suppliers and, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use, unless otherwise stated in the specifications. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the Contractor will be held responsible for any nonconformity. Deviations must be explained in detail on separate attached sheet(s).
- b. **REPLACEMENT/RESTOCKING** - A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria and warranty, for a period of not less than ninety (90) days from the date of acceptance by the City. Delivery of substitute commodities requires prior written approval from the ordering location.
- c. **REPLACEMENT/RESTOCKING** - Replacement of all materials found defective within the warranty period shall be made without cost to the City, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the Contractor.

5.14 **TERMINATION**

- a. If the Contractor fails to fulfill any of its obligations under this contract through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery of a written notice to the Contractor specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this contract or otherwise.

5.15 **AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS**

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.

5.16 **EXTENSIONS OF CONTRACT TERM (BILATERAL)** Not applicable to this contract

5.17 **CONTINUED PERFORMANCE OF THE CONTRACT (not exceed six (6) months)**

After completion of the basic contract term or any extensions thereof, the City may require continued performance of any services within the limits and at the rates specified in the contract for a limited amount of time. This continued performance provision may be exercised monthly or quarterly, but the total continued performance period shall not exceed six (6) months. The City may exercise this continued performance provision by written notice to the Contractor at least thirty (30) calendar days before the basic Contract Term or extension(s) period expires.

5.18 **REQUIREMENTS**

- a. This is a requirements contract for the supplies or services specified and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum," that fact shall not constitute the basis for an equitable price adjustment.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- d. The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- e. If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- f. Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.19 **ECONOMIC PRICE ADJUSTMENT**

This contract ☐ is / ☐ is not subject to Economic Price adjustments. *(If there is an economic price adjustment (EPA), please include the language supporting the EPA and how it will be calculated or supported as it relates to the supplier's increase or decrease. Delete this parenthetical and the language therein.)*

5.20 **ORDERING**

- a. Any items to be furnished under this contract shall be ordered by the issuance of purchase orders by City departments or activities, as specified in the contract. Such purchase orders may be issued at any time during the Term, extension, or continued performance period of this contract or the Continued Performance period for this contract.
- b. All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- c. Orders may be issued orally, by facsimile or by electronic commerce methods.

5.21 **ORDER LIMITATIONS**

With regard to orders placed against this contract, there is NO minimum monetary limit on single orders.

5.22 **PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the Contractor, purchases may be made under this contract by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to respond any or all of these items independently.

5.23 **MATERIAL SAFETY DATA**

- a. The Contractor shall submit a Material Safety Data Sheet in, accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the Contractor's response. Data shall be submitted whether or not the Contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the Contractor for default.
- b. The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- c. During performance of the contract, if there is a change in the composition of the item(s), which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data.
- d. Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, the Contractor, or subcontractor personnel or property.
- e. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including obtaining required licenses and permits) regarding hazardous materials.
- f. The City's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
 - i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - ii) Obtain medical treatment for those affected by the material; and
 - iii) Have others use, duplicate, and disclose the data for the City for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (f) (1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The City is not precluded from using similar or identical data acquired from other sources.

5.24 **PRE-PERFORMANCE CONFERENCE**

- a. The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees it will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and it will be filed with the contract.
- b. The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

5.25 **E-VERIFY**

The Contractor, and its subcontractors, must register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of the contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and will be liable for any additional costs incurred by the City as result of the contract termination

5.26 **EQUAL OPPORTUNITY**

Contractor agrees to comply with the City of Tallahassee Equal Opportunity Policy. Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, religion, national origin, age, disability, marital status, pregnancy, sexual orientation, gender identity, protected veteran status and any other protected class.

5.27 **FORCE MAJEURE**

If either Party is delayed or prevented from performing any obligations under this Contract by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, acts of terrorism, acts of God, or significant threats of such circumstances (collectively "Force Majeure"), the impacted Party may be excused from performance hereunder during the period of inability to perform. In case of any delay the impacted Party believes is excusable under this provision, the impacted Party will notify the other Party in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the impacted Party could reasonably foresee that a delay could occur as a result, or (2) if delay is no reasonably foreseeable, within five (5) calendar days after the date the impacted Party first had reason to believe that a delay could result. The foregoing will constitute the impacted Party's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

Notwithstanding anything in this Contract to the contrary, Force Majeure does not include or excuse performance under this Contract for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses performing the obligations hereunder. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost. However, if the City determines, in its sole discretion, that the delay will significantly impair the value of the Contract, the City may (1) accept allocated performance from the Contractor, with respect to contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the contractual services that are the subject of delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

5.28 **PUBLIC ENTITY CRIMES**

As required by Florida Statute 287.133(2)(a) in part, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be award 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 s. 287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Florida Statute 287.133(2)(b) a public entity may not award any contract to or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal or reply from, award any contract to, or transact any business with any other person who is under the same, substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

In accordance with section 287.133, F.S., any person must notify the Department of Management Services within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Contract must also notify the City of such conviction within 30 days of the conviction.

5.29 **SCRUTINIZED COMPANY LIST**

Pursuant to 287.135, F.S., in executing, or renewing this Contract, Contractor certifies that:

(a) For contracts for goods or services of \$1 million or more, Contractor is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies in the Iran Petroleum Energy Sector List, and that Contractor does not have business operation in Cuba or Syria; and

(b) For contracts in any amount, Contractor is not on the Scrutinized Companies that Boycott Israel List or engaged in any boycott of Israel.

Pursuant to section 287.135(3) and (5), F.S., Contractor agrees that City may at its option terminate this Contract or file civil suit if the Contractor is found to have submitted a false certification or if Contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria during the term of the contract.

5.30 **DISCRIMINATORY VENDOR LIST**

In accordance with section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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 accordance with section 287.134(2)(b), F.S., a public entity may not award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not award any contract to, or transact any business with, any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

5.31 **GIFTS FROM FOREIGN COMPANIES OF CONCERN**

In accordance with section 286.101(3)(a), F.S., any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services.

5.32 **CONTRACT COMPLIANCE MANAGEMENT SYSTEM**

The City monitors satisfaction of the minority, women business enterprise (MWBE) goal through the Contract Compliance Management System (System) maintained by the Office of Economic Vitality. If a MWBE goal was assigned and Contractor proposed a MWBE goal in its bid, reply or response, Contractor shall register with the Office of Economic Vitality within five business days of executing this Contract, if not already registered on the System. For the life of the Project or the term of this Contract, Contractor shall regularly provide or update the System with information, including but not limited to names of subcontractors, dates, amounts and number of payments and any other information that is necessary to monitor satisfaction of the MWBE goal. Contractor may find training sessions and more information related to System on the [MWSBE website](#).

5.33 **ORDER OF PRECEDENCE**

In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

- (1) This contract and all written amendments.
- (2) Solicitation No. *(insert solicitation number)* including all addenda thereto, if any.
- (3) The Contractor's Proposal or Bid.

SECTION 6 - ATTACHMENTS TO CONTRACT

6.1 **ATTACHMENTS INCORPORATED IN FULL TEXT**

The following attachments are incorporated in this contract in full text and become an integral part of the contract:

- None

6.2 **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- Solicitation Response of the Contractor, *(insert date)*
- Solicitation No. *(insert solicitation number)*, including all addenda.



NOTICE TO RESPONDENTS

September 21, 2022

ADDENDUM No. 2

REQUEST FOR PROPOSALS NO.: RFP-082-22-CG

INSTALLATION OF GAS MAINS AND ELECTRIC CONDUITS

1. This addendum consists of two pages and incorporates changes to the above referenced RFP released on August 29, 2022, only in the manner and to the extent stated herein and shall become part of the resulting contract.
 2. Respondent must acknowledge receipt and acceptance of this addendum prior to submitting a response in Bonfire.
 3. Changes made to the RFP are identified as: **words stricken are deletions; words underlined are additions.**
- A. SECTION 4.0, SCHEDULE OF EVENTS, is hereby deleted in its entirety and replaced with the following:

The proposed time schedule as related to this solicitation is as follows:

Deadline for Submission of Proposal	September 22, 2022, 2:00 PM*
Scoring/Ranking/Selection Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 250 548 563 217 Passcode: puUQ35 Download Teams Join on the web Join with a video conferencing device talgov@m.webex.com	September 28, 2022, 2:00 PM*

Video Conference ID: 119 148 366 1 Alternate VTC instructions Or call in (audio only) +1 850-792-4991,,8773823# United States, Tallahassee Phone Conference ID: 877 382 3# Find a local number Reset PIN Learn More Meeting options	
Intent to Award	September 29, 2022*
Anticipated Contract Approval/Award	October 2022*

*Dates are subject to change Specific dates/times will be determined at each phase.

END OF ADDENDUM #2



NOTICE TO RESPONDENTS

September 26, 2022

ADDENDUM No. 3

REQUEST FOR PROPOSALS NO.: RFP-082-22-CG

INSTALLATION OF GAS MAINS AND ELECTRIC CONDUITS

1. This addendum consists of two pages and incorporates changes to the above referenced RFP released on August 29, 2022, only in the manner and to the extent stated herein and shall become part of the resulting contract.
2. Respondent must acknowledge receipt and acceptance of this addendum in Bonfire prior to submitting a response in Bonfire.
3. Changes made to the RFP are identified as: **words stricken are deletions; words underlined are additions.**
 - A. The Scoring/ Ranking/ Selection meeting has been rescheduled. SECTION 4.0, SCHEDULE OF EVENTS, is hereby deleted in its entirety and replaced with the following:

The proposed time schedule as related to this solicitation is as follows:

EVENT	DATE/TIME*
Scoring/Ranking/Selection Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 250 548 563 217 Passcode: puUQ35 Download Teams Join on the web Join with a video conferencing device talgov@m.webex.com Video Conference ID: 119 148 366 1 Alternate VTC instructions Or call in (audio only) +1 850-792-4991, 8773823# United States, Tallahassee Phone Conference ID: 877 382 3#	September 28, 2022, 2:00 PM* October 7, 2022, 1 PM*

EVENT	DATE/TIME*
Find a local number Reset PIN Learn More Meeting options	
Anticipated Intent to Award	September 29, 2022* October 11, 2022*
Anticipated Contract Approval/Award	October 2022*

*Dates are subject to change Specific dates/times will be determined at each phase.

END OF ADDENDUM #3

CONTRACT

Between the City of Tallahassee ("City") and Equix Energy Services LLC ("Contractor")

CONTRACT NO. 5337

SUBJECT OF CONTRACT: Installation of Gas Mains and Electric Conduit

CONTRACT AMOUNT:

- | | |
|--|--|
| ☐ Exact Amount: \$ ____
☐ Not To Exceed (NTE): \$ ____
☐ Commodity based upon Line Item Price | ☐ Exact Amount: \$ ____
(Subject to allowed adjustments as specified elsewhere in the contract.)
☒ Estimate Only (EST): \$13,500,000.00 |
|--|--|

LINE ITEMS AWARDED: ☒ All ☐ Item(s): _____

CONTRACT TERM:

The performance period ("Term") of the contract will be as follows: The basic Contract Term is three (3) years, with two (2) optional one (1) year extension periods for a total of five (5) years.

The term of the contract shall begin on the date stated above or, if no specific start date is provided herein, on the contract Execution Date (the "effective date") as evidenced by signature of the parties in the Contract Execution section below.

CONTACT PERSONNEL	
Contract Administrator: Christina Guerra-Weimer Telephone Number: 850-891-8282 Email: christina.guerra-weimer@talgov.com	Technical Representative: Laura Mooney Telephone Number: 850-891-5130 Email: laura.mooney@talgov.com Technical Representative: Tina Drose Telephone Number: 850-891-5016 Email: tina.drose@talgov.com
FOR CITY OF TALLAHASSEE INTERNAL USE ONLY	
Type of Contract (Check One) ☐ Firm Fixed Price ☒ Fixed Price w/Economic Price Adjustment Type of Quantity Delivery (Check One) ☐ Definite Quantity ☒ Indefinite Quantity ☐ Requirements	Item Type ☒ Commodities ☒ Services Type of Contract Award (Check One) ☒ Single Award ☐ Multiple Award
Approval Level: ☐ ACM ☒ Commission Approval Date: 11/09/22	

REV: 11/2022

TABLE OF CONTENTS

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference.

INCLUDED	DESCRIPTION
Contract Cover (Pages 1 and 2)	Contract Between the City and the Contractor
Section 1	Price Schedule
Section 2	Representations/ Certifications
Section 3	Statement of Work/ Specifications
Section 4	Contract Management
Section 5	General Terms and Conditions/ Miscellaneous Contract Clauses
Section 6	Attachments to Contract

CERTIFICATION OF CONTRACTOR

In response to the solicitation, I, the undersigned representative of the Contractor, hereby certify and represent as follows --

1. That I have read and examined the solicitation and all attachments thereto in full, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
2. That I am duly authorized by the Contractor to execute the contract binding the Contractor to the City; and
3. That the Contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives below.

City of Tallahassee

By: 
(Signature)

Veronica McCrackin
Director for Procurement Services

Attest

By: 
(Signature)

James O. Cooke, IV
City Treasurer-Clerk

01/27/2023

Execution Date

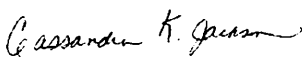


Contractor: Equix Energy Services LLC

By: 
(Signature)

R. Don White Senior Vice- President
(Print/Type Name, Title and Date)

Approved As To Form:

By: 
(Signature)

Cassandra K. Jackson
City Attorney

SECTION 1 - PRICE SCHEDULE

THE CONTRACTOR AGREES --

To furnish the supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor in the price sheets noted below, in accordance with the terms and conditions of the contract.

Attachment N, Electric Conduit and Equipment Utility Items

Attachment O, Gas Mains and Service Utility Items

Attachment P, General Work Items

Attachment Q, Time and Equipment Rates

PRICE RELATED FACTORS

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Contractor certifies that—

1. The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Contractor or competitor.
2. The prices set forth in the price schedule will not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before response opening.
3. No attempts have been made by the Contractor to induce any other concern to submit or not to submit a response for the purpose of restricting competition.
4. Contractors must submit responses based on the bidding requirements/specifications in this solicitation. Unless specifically requested in this solicitation, alternate or optional responses will not be considered for award and may render the entire submitted response as non-responsive.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 2 – REPRESENTATIONS AND CERTIFICATIONS

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: Equix Energy Services, LLC

MAIL ADDRESS: 32410 Blue Star Highway
Midway FL 32343
(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (850) 878-1212, EXTENSION: 2900
(Toll-Free Preferred) OTHER: (850) 443-9745; FAX: () N/A

EMAIL ADDRESS: dwhite@equixinc.com

WEBSITE URL: www.equixinc.com

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: Jegen McDermott

TELEPHONE NO: VOICE: (850) 878-1212, EXTENSION: 2901
(Toll-Free Preferred) OTHER: () N/A; FAX: () N/A

EMAIL ADDRESS: jmcdermott@equixinc.com

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: Equix Energy Services, LLC

MAIL ADDRESS: 32410 Blue Star Highway
Midway FL 32343
(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (850) 878-1212, EXTENSION: 2901
(Toll-Free Preferred) OTHER: () N/A; FAX: () N/A

EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: Jegen McDermott

TELEPHONE NO: VOICE: (850) 878-1212, EXTENSION: 2901
(Toll-Free Preferred) OTHER: () N/A; FAX: () N/A

EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: Equix Energy Services, LLC

MAIL ADDRESS: 32410 Blue Star Highway
Midway FL 32343
(City) (State) (Zip Code+4)

SECTION 3 – STATEMENT OF WORK/SPECIFICATIONS

- 3.1 Work shall be performed on an as needed basis. The Contractor shall be responsible for obtaining the necessary information regarding the location of the required construction services to accurately complete the contract work. The City shall request estimates of the work to be performed. Each estimate request shall set forth the work to be accomplished, time to complete, materials required, and applicable specification and drawings to be followed. The City reserves the right to supply materials and pay labor and equipment only under this contract. The City shall retain the right to also provide all labor, materials, supplies, equipment and supervision necessary to successfully and professionally accomplish various types of utility construction services. Quantity of services provided during the term of this contract will vary depending on the needs of the Department. There is no guarantee of work to the Contractor under this contract.
- 3.2 All permits and fees shall be obtained and paid prior to the commencement of any work by the Contractor. There may be instances where the City will obtain permits and remit fees to the permitting agency. (Contractor shall bill these actual permit costs to the City of Tallahassee)
- 3.3 The scope of services required by the City in connection with this request for proposal covers a broad spectrum; services provided should include, but need not necessarily be limited to the following:
- Cased Boring
 - Uncased Boring
 - Trenching/Backhoe Work
 - Install conduit (turn-ups) in energized equipment
 - Install jet string in conduit with 400lbs breaking strength
 - PVC Conduit Installation in open trench – 20 ft. sections
 - Plant items, e.g., manholes, transformer pads, service handholds or pedestals, light handholds, switchgear pits, streetlights, etc.
 - Conduit Elbows
 - Electric duct bank Spacers and Tie Downs
 - Fill Sand
 - Flowable Fill
 - Concrete Installation
 - Concrete Removal
 - Streetlights
 - Pulling/Installing Street Light Wire
 - Asphalt Patching
 - Asphalt Removal
 - Sidewalk/Driveway Replacement
 - Sod Replacement
 - Type "B" Backfill
 - Compaction
 - Density Test
 - Erosion Controls
 - Gas Mains
 - Service Lines
 - Excess Flow Valves
 - Gas Valves
 - Valve Boxes
 - Steel

- Fabricated Offsets
- Polyethylene PE 4710, SDR 11 Butt Fusion Fittings
- Polyethylene PE 4710, SDR 11 Butt Fusion Reducers
- Weld-end Transition Fittings – External Epoxy Coating
- Round Base Outlet Tapping Tee
- Installation of Mueller Stopper Fittings
- Test Station
- Labor Rates
- Equipment Rates

3.4 Personnel Requirements – Only qualified contract employees will be allowed to perform the various work requirements. The hourly rate provided in the cost proposal shall include full compensation for labor, and other costs to the Contractor. Rate is to be straight time.

3.4.1 Time and Equipment Work

- a. Overtime rates will apply after eight hours a day, 40-hours a week, at 1.5 times the hourly rate.
- b. Hourly rates will apply from portal-to-portal.
- c. Work week may consist of a 10-hour day / five-day work week.
- d. If any unit pricing is utilized for T&E work, travel time will not be billed. T&E jobs will require an agreed upon estimate from the Contractor prior to the performance of work. Any changes to the estimate shall be agreed to in writing.

3.5 Contractor Requirements:

- 3.5.1 Comply with all contract requirements, including those in the purchase order for specific jobs.
- 3.5.2 Identify and communicate in writing any additional work tasks necessary to satisfactorily accomplish projects or jobs.
- 3.5.3 Perform required tasks and produce timely outcomes of the required quality in an efficient and cost-effective manner.
- 3.5.4 Furnish through its workforce, the appropriate and necessary supervision, labor, tools, equipment, machinery, materials, supplies, and other incidental services, including all relevant licenses and qualifications necessary to perform the services contemplated by this RFP.
- 3.5.5 Provide written notice of any changes of the company's project manager, superintendent, and foreman that oversees a construction project to the Contract Manager.
- 3.5.6 Maintain a clear line of communication with the respective City of Tallahassee Utility Services Group representatives.
- 3.5.7 Maintain project records of expenditures and deliverables.
- 3.5.8 Comply with applicable law or regulation governing fair wages.
- 3.5.9 Comply with all applicable local, state, and federal laws, rules, regulations, and any other legal requirements. This shall include those regarding licenses, permits, safety, the

environment, and the disposal of hazardous and potentially hazardous materials. Any fines levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the Contractor.

In accordance with Section A-12 of the construction specifications, all work will be performed in conformance with the requirements of the agency having jurisdiction of the area or utility involved. Any special requirements of the agency such as insurance, flagmen, etc., will be strictly adhered to during the performance of the work on a project. The Contractor, at no additional cost to the City, will comply with all special requirements, as directed.

Any additional costs associated with railroad work (insurance, permits, fees, etc.) will be billed at cost + 10%.

- 3.5.10 During the term of this contract, the Contractor may be required to implement best practices and take action to minimize the release of methane to atmosphere during gas construction activities. Once a procedure is implemented, a price shall be negotiated and established by the parties and incorporated into the Contract via an amendment to the Contract.
- 3.5.11 Provide a 12-month parts and labor warranty on all new installations from the final acceptance of the completed work. The Contractor shall repair, replace, or make good on any materials or work which shall fail to function, perform as guaranteed, or be found defective without cost to the City.
- 3.5.12 Perform cutting and patching tasks, when required, without damaging any structures by providing applicable shoring, bracing, and support as required. All pavement and sidewalk installations or repairs must conform to local, Federal and State requirements. Milling and resurfacing and overlay will be billed at cost plus 10%. **The City reserves the right to request multiple quotes to evaluate the best pricing for the City.** Typical asphalt removal and patching will be billed at the contract rates and must conform with local, county, and state road designs.
- 3.5.13 Always maintain safe working conditions.
- 3.5.14 In accordance with Section A-16, construction specifications, the Contractor shall provide for all maintenance of traffic and shall be responsible for all traffic control. Operations under this contract shall be scheduled, permitted, and conducted in such a manner and sequence as to cause the least practicable interference with the traveling public, fire protection, and utility service.

Mot indexes 601, 602, 603, 605, 611, 612, and 613 are included in contract pricing. All other indices will be performed at cost + 10%.
- 3.5.15 Execute daily cleaning procedures during construction to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- 3.5.16 Remove, preserve, and reinstall all affected street signs, mailboxes, and bus stop signs.
- 3.5.17 Protect all trees, shrubbery, plantings, or improvements on private property that are not directly within the construction limits from damage.
- 3.5.18 Repair, at Contractor's expense, any area that is disturbed during construction that is outside the limits of construction.

- 3.5.19 Always exercising and taking precautions for the protection of persons, including employees, and property. If necessary, barricades, portable barrier rails, vertical panels, and drums will be provided by the Contractor, at Contractor's expense, where hazardous conditions are present. Devices shall not be stored along the roadway within (30) feet of the edge of the traveled way.
- 3.5.20 Being aware of any regulatory floodways and ensure proper disposal of any materials that would affect the floodway flow.
- 3.5.21 Replacement of topsoil that is spread evenly over the areas as directed by the project manager. The surface of the topsoil shall provide a uniform slope and grade. Sod shall be used on all slopes as directed.
- 3.5.22 Contractor will be required to provide advance notice in writing of at least three (3) days to all property owners/affected parties when construction activities directly impact access to their property.
- 3.5.23 Temporary workspace - The Contractor shall consider all options for the staging of materials and equipment; and is responsible for acquiring and restoring the workspace to its original or better condition.

If projects cannot be constructed without encroaching on private property, the City will obtain permission from the affected property owner(s).

- 3.5.24 Natural Gas jobs less than 200 linear feet shall be billed at the applicable contract rate using pipe that is installed and pressure tested according to the City's construction specification and procedures.
- 3.5.25 In accordance with Section A-7 of the construction specifications, the Contractor will be responsible for notifying, which includes, but is not limited to, lines that have not been accepted by the City, i.e., private utility company lines, water, sewer, or electric lines owned by a homeowner or business.

Third-party locating services for private property locates will be billed at cost plus 10%. This will be on a mutually agreed upon case-by-case basis for jobs where property owners cannot clearly locate all existing utilities. This does not apply to the installation of residential gas service taps.

3.5.26 Core Drilling

- a. Spotting of utility lines when the crossing is the responsibility of the Contractor and core drilling has been identified as the most optimal method that results in minimal disturbance to roadways. In most instances, core drilling will avoid the need to mill and resurface. Please refer to Section A-8 of the construction specs. The utility will consider a line item for the patching of asphalt cut by the method of core drilling.
- b. Per the City's flexible pavement standard, regardless of the method of spotting utilities, milling, and resurfacing 25 feet prior and 25 feet beyond is required if any of the following are met:
 - If the total patch area is greater than 400 sf, either measured for a single patch or a group of patches nearby.

- If the length of the utility trench cut extends more than 50 feet longitudinally
 - If the utility cut or utility trench extends beyond the centerline or lane line
 - If the roadway has been resurfaced, constructed, or reconstructed within 5 years.
- c. Leon County requires milling and resurfacing 50 feet prior and 50 feet beyond for roadways resurfaced within 5 years; roads greater than 5 years will require patching, regardless of the method of spotting utilities.
 - d. FDOT jobs that require core drilling will be agreed upon before a purchase order is issued.
 - e. Costs associated with the spotting of utilities by core drill and any milling and resurfacing will be part of the feasibility analysis. Upon request, the contractor will be responsible to provide the utility with the estimated number of locations for core drilling and quotes for milling and resurfacing.
 - f. The Contractor is required to follow all applicable State, County, and Local requirements.

3.5.27 Pits at existing cabinets on retrofit work will be billed at hourly rates.

3.6 City Responsibilities

- 3.6.1 Provide Contractor access to the work sites.
- 3.6.2 Provide adequate construction documents, drawings, specifications, and work estimates necessary to construct projects.
- 3.6.3 Provide materials where required.
- 3.6.4 Provide a City purchase order for each project.
- 3.6.5 Provide inspectors on the job who shall at all times have access to the work to ensure quality control.
- 3.6.6 Proposed services and meters shall be marked and white lined by the City of Tallahassee in advance of work. If not marked or white lined, the Contractor will notify the City and will not proceed with installation.

3.7 Materials, Inspection, and Workmanship – The City has the right to inspect any material to be used in carrying out the terms of the contract. The City does not assume any responsibility for the quality and standards of Contractor provided material, equipment, components, or completed work under the contract. Any such materials, equipment, components, or completed work which does not comply with City of Tallahassee specifications, State statutes, or Local codes may be rejected by the City and shall be replaced by the Contractor at no cost to the City.

3.8 Work Orders – All work authorization will be issued via a City purchase order. Every order is subject to the terms and conditions of this RFP that will become an integral part of the final contract document.

3.9 Work Delay – No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City. Work may be performed on the weekends or City Holidays at the applicable rates identified in the price sheet(s).

3.10 Emergency Services – The Contractor may be asked to perform emergency services at times other than normal working hours. Contractor awarded this contract must have work crews available on a 24-hour day call. The response time for emergency services, after so reported by the City to the Contractor, shall be within three (3) hours. The Contractor shall be on-site with required personnel,

tools, and equipment. Emergency work may be ordered orally by an authorized City representative and followed up within twenty-four (24) hours by a written purchase order. There are no emergency service rates. All services provided under the resultant contract shall be billed at the applicable rates identified in the price sheet(s). There are no emergency service rates. All services provided under the contract shall be billed at the contract rates.

Before performing any work against the contract, the Contractor shall furnish, in writing, the names and emergency telephone number(s) of the Contractor's representatives to be contacted outside or past normal working hours.

- 3.11 Licensure/Minimum Training – The Contractor must possess a current Florida certified DBPR Electrical Contractors License and have staff that are qualified to work on energized equipment up to 12 kV. If the Contractor does not possess a current Florida certified DBPR Electrical Contractors License and staff that are qualified to work on energized equipment up to 12 kV, the Contractor must obtain that licensure and staff within 6-months of contract execution.

Staff must have knowledge of electrical theory and occupational hazards connected with the performance of this work. The Contractor must be skilled in the proper use of line worker tools, personal protective equipment, maintenance of traffic and trained in CPR and First Aid. Qualifications must be provided to the City of Tallahassee for review and approval prior to any energized work by the Contractor. Contractor must adhere to the APPA safety manual Section 507.1, 509.3, and 509.4. The Contractor must be qualified to perform covered tasks on the gas distribution pipeline through an Operator Qualification plan acceptable to the City of Tallahassee.

- 3.12 Deliverables – Projects will vary in scope. As such, the Contractor shall submit department-requested information and/or documentation to confirm project completion.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 4 – CONTRACT MANAGEMENT

4.1 CITY REPRESENTATIVES

4.1.1 CONTRACT ADMINISTRATOR

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but are not limited to --

- a. Overall liaison between the City and the Contractor.
- b. Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations.).
- c. Assist and advise City departments and subordinate units on purchasing matters.
- d. Resolve conflicts between the City and the Contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

4.1.2 TECHNICAL REPRESENTATIVE(S)

Duties include, but are not limited to --

- a. Serve as liaison between the PSO and the Contractor on technical issues.
- b. Place orders against this contract, if applicable.
- c. Conduct evaluation and report on the Contractor's performance.
- d. Reviews and recommends action on the Contractor payment requests.
- e. Alerts the Contract Administrator of developing and unresolved problems.

4.2 CONTRACTOR REPRESENTATIVES

The Contractor's representatives on this contract responsible for contract management are those persons identified by the Contractor in the Representations and Certifications Form and as required by any other clause to this contract.

4.3 CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, or other contact information) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 5 – GENERAL TERMS AND CONDITIONS

5.1 INSURANCE REQUIREMENTS

- a. Prior to commencing work, the Contractor shall procure and maintain at the Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:
- (1) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The insurance shall include coverage for the following:
 - Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
 - (2) Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
 - (3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor is otherwise required by law to provide such coverage.
- b. **Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.
- c. **Other Insurance Provisions**
- (1) Commercial General Liability and Automobile Liability Coverage
 - (i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.
 - (ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.

- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) **Workers' Compensation and Employers' Liability and Property Coverage**
The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Contractor in the performance of services under this contract.
- (3) **All Coverage**
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
 - (ii) If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.
 - (iii) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, further notice to the Contractor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Contractor.
- d. **Acceptability of Insurers**
Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.
- e. **Verification of Coverage**
The Contractor is reminded that regardless of what the State of Florida requirements for insurance are (including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for entities wishing to enter into a contract with the City. The Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this Section. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be submitted and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.
- f. **Subcontractors**
The Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

5.2 **PAYMENTS**

- a. The City shall pay the Contractor, either by government credit card or upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract, less any deductions provided in this contract.
- b. It is the policy of the City to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes.

5.3 **SUBMITTAL OF PROPER INVOICES**

- a. The Contractor shall submit an invoice at the end of every month [or other specified interval], in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:
 - (1) **E-mail** (electronic PDF image of invoice): invoices@talgov.com;
 - (2) **Mail**: Accounts Payable, 300 S. Adams St., Mail Box A-28, Tallahassee, FL 32301-1731;
or
 - (3) **Hand Delivery**: Accounts Payable, City Hall, 300 S. Adams St, Tallahassee, FL
- NOTE 1: At the request of the user-department, a copy of the invoice may be submitted to

the project manager or designee at an address to be supplied.

NOTE 2: If payment has been made utilizing a City Purchase/Credit Card the invoice must be sent to the attention of and to the address for the individual who made the purchase. The invoice should indicate that payment has been with a Purchase Card.

- b. Accounts Payable Contact Telephone: (850) 891-8280; Fax: (850) 891-8788
- c. A proper invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Invoice number (the Contractor is encouraged to assign an identification number);
 - (4) Contract number, if applicable;
 - (5) City's Purchase Order number, if applicable;
 - (6) Contract line item number, if applicable;
 - (7) Descriptions, quantities, units of measure, unit prices, and extended price of each item;
 - (8) Terms of any prompt payment discounts offered;
 - (9) Name and address of official to whom payment is to be sent; and
 - (10) Federal Identification Number or Social Security Number (whichever applies)

5.4 INDEPENDENT CONTRACTOR STATUS

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with requirements and standards stated in the contract. The Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

5.5 INDEMNIFICATION

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) to the extent caused in whole or in part by any breach of contract, negligent act, or negligent omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6 EVALUATION OF SERVICES--FIXED-PRICE

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.

- c. The City has the right to evaluate all services called for by the contract, at all times and, to the extent practicable, at places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.
- d. Evaluations conducted by the City shall be recorded on a standard City Vendor Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:
 - (1) The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.
 - (2) The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.
 - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, in response to any VPE form which contains work or service rated "unsatisfactory." At a minimum, the Contractor's written reply must explain the action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.
- e. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the City may--
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may--
 - (1) By contract or otherwise, perform the services and charge the Contractor any cost incurred by the City directly related to the performance of such service; or
 - (2) Terminate the contract for default.
- g. All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

5.7 **CHANGES--FIXED-PRICE**

- a. The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes to the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price or the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- e. Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5.8 **DISPUTES**

- a. All disputes arising under or relating to this contract shall be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
 - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- d. For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- f. The City shall pay interest in accordance with and at the rate prescribed by Section 218.74(4), Florida Statutes.
- g. If a dispute arises between Contractor and the City concerning payment of a payment request or invoice, the dispute shall be finally determined by the City in accordance with 218.76, Florida Statutes. If the dispute is resolved in favor of the City, interest charges begin to accrue 15 days after the City's final decision. If the dispute is resolved in favor of the Contractor, interest begins to accrue as of the original date the payment became due.
- h. The Contractor shall proceed diligently with performance of the Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract. The City will perform under the Contract and pay all undisputed invoices pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract.

5.9 **NOTIFICATION OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

5.10 **NOTIFICATION OF OWNERSHIP CHANGES**

- a. The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred or is certain to occur.
- b. The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes

may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:

- (1) Maintain current, accurate, and complete inventory records of assets and its costs;
- (2) Provide the Procurement Services Office ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

5.11 NOTIFICATION OF BANKRUPTCY

In the event the Contractor enters proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

5.12 PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any City property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor may be deemed a default and may constitute grounds for termination of this contract, at the option of the City.

5.13 WARRANTIES

5.13.1 WARRANTIES OF SERVICES

a. Definitions.

"**Acceptance**," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"**Correction**," as used in this clause, means the elimination of a defect.

- b. Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the City. This notice shall state either --

- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
- (2) That the City does not require correction or re-performance.

- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

- d. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.13.2 WARRANTIES OF COMMODITIES

- a. **PRODUCT REQUIREMENTS/SPECIFICATIONS** – Items furnished shall be standard products of the manufacturer or their suppliers and, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use, unless otherwise stated in the specifications. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the Contractor will be held responsible for any nonconformity. Deviations must be explained in detail on separate attached sheet(s).
- b. **REPLACEMENT/RESTOCKING** - A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria and warranty, for a period of not less than ninety (90) days from the date of acceptance by the City. Delivery of substitute commodities requires prior written approval from the ordering location.
- c. **REPLACEMENT/RESTOCKING** - Replacement of all materials found defective within the warranty period shall be made without cost to the City, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the Contractor.

5.14 . **TERMINATION**

- a. City has the absolute right to terminate the Services, in whole or in part, at any time and for any reason by giving sixty (60) days' Notice to Contractor specifying the portion to be so terminated and the effective date of termination. Contractor shall cease the Services as directed in such Notice.
- b. If all Services are terminated for the City's convenience, City shall allow the contractor to complete all work for purchase orders issued prior to the date of termination, the Contractor shall cancel orders for and shipment to the Site(s) of any then undelivered materials, terminate subcontracts, and diligently take all other actions required to minimize or eliminate expenditures for the terminated Services or portion(s) thereof. Such activities shall be completed within the shortest reasonable period after the effective date of the termination.
- c. If the Services are terminated by the City in accordance with this Article, Contractor shall be entitled to compensation for the value of the Services performed provided that they meet all requirements of the Contract Documents at the date of the acceptance of such services, plus any expense reasonably incurred by reason of termination of Contractor's activities and commitments, which may include, the cost of terminating subcontractors and purchase orders, cost of materials that cannot be returned to the vendor, and restocking fees related to returned materials.
- d. City's sole liability to Contractor for termination for convenience shall be determined in accordance with this Article. City shall not be liable for any damages, costs, expenses, payments or other amounts of any kind including, without limitation, any loss of profits or revenues, loss of use of any equipment, downtime costs, claims of Subcontractors or Contractor for such damages, or for any other special, indirect, incidental, exemplary, punitive or consequential loss or damages of any nature whether similar or dissimilar to those enumerated above, arising at any time from any cause whatsoever.

5.15 **AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS**

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.

5.16 **EXTENSIONS OF CONTRACT TERM (BILATERAL)** Not applicable to this contract

5.17 **CONTINUED PERFORMANCE OF THE CONTRACT (not exceed six (6) months)**

After completion of the basic contract term or any extensions thereof, the City may require continued performance of any services within the limits and at the rates specified in the contract for a limited amount of time. This continued performance provision may be exercised monthly or quarterly, but the total continued performance period shall not exceed six (6) months. The City may exercise this continued performance provision by written notice to the Contractor at least thirty (30) calendar days before the basic Contract Term or extension(s) period expires.

5.18 **REQUIREMENTS**

- a. This is a requirements contract for the supplies or services specified and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum," that fact shall not constitute the basis for an equitable price adjustment.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- d. The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- e. If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- f. Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.19 **ECONOMIC PRICE ADJUSTMENT**

This contract ☒ is / ☐ is not subject to Economic Price adjustments.

Labor rates payable for performance of work will be adjusted annually prior to the first day of the contract year during which the adjusted rates will be applicable. Material pricing will be adjusted bi-annually, on June 30 and December 30, if there is a more than a 3% increase or decrease. At each labor and/or material pricing adjustment period, the Contractor shall provide the City with a

break-down of each unit price into a material and non-material component. Labor will be adjusted annually based on the percentage change in the following index, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent twelve-month period for which the index is available on November 30th preceding the contract year during which the adjusted rates shall apply:

Non-Material Component:

- CPI-All Urban Consumers, All Items, U.S. city average (not seasonally adjusted)
(Series Id: CUUR0000SA0)

5.20 ORDERING

- a. Any items to be furnished under this contract shall be ordered by the issuance of purchase orders by City departments or activities, as specified in the contract. Such purchase orders may be issued at any time during the Term, extension, or continued performance period of this contract or the Continued Performance period for this contract.
- b. All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- c. Orders may be issued orally, by facsimile or by electronic commerce methods.

5.21 ORDER LIMITATIONS

With regard to orders placed against this contract, there is NO minimum monetary limit on single orders.

5.22 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the Contractor, purchases may be made under this contract by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to respond any or all of these items independently.

5.23 SAFETY DATA

- a. The Contractor shall submit a Safety Data Sheet in, accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the Contractor's response. Data shall be submitted whether or not the Contractor is the actual manufacturer of these items. Failure to submit the Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the Contractor for default.
- b. The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- c. During performance of the contract, if there is a change in the composition of the item(s), which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data.
- d. Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, the Contractor, or subcontractor personnel or property.
- e. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including obtaining required licenses and permits) regarding hazardous materials.
- f. The City's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

- i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - ii) Obtain medical treatment for those affected by the material; and
 - iii) Have others use, duplicate, and disclose the data for the City for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (f) (1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The City is not precluded from using similar or identical data acquired from other sources.

5.24 PRE-PERFORMANCE CONFERENCE

- a. The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees it will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and it will be filed with the contract.
- b. The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

5.25 E-VERIFY

The Contractor, and its subcontractors, must register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of the contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and will be liable for any additional costs incurred by the City as result of the contract termination

5.26 EQUAL OPPORTUNITY

Contractor agrees to comply with the City of Tallahassee Equal Opportunity Policy. Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, religion, national origin, age, disability, marital status, pregnancy, sexual orientation, gender identity, protected veteran status and any other protected class.

5.27 FORCE MAJEURE

If either Party is delayed or prevented from performing any obligations under this Contract by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, acts of terrorism, acts of God, or significant threats of such circumstances (collectively "Force Majeure"), the impacted Party may be excused from performance hereunder during the period of inability to perform. In case of any delay the impacted Party believes is excusable under this provision, the impacted Party will notify the other Party in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the impacted Party

could reasonably foresee that a delay could occur as a result, or (2) if delay is no reasonably foreseeable, within five (5) calendar days after the date the impacted Party first had reason to believe that a delay could result. The foregoing will constitute the impacted Party's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

Notwithstanding anything in this Contract to the contrary, Force Majeure does not include or excuse performance under this Contract for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses performing the obligations hereunder. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost. However, if the City determines, in its sole discretion, that the delay will significantly impair the value of the Contract, the City may (1) accept allocated performance from the Contractor, with respect to contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the contractual services that are the subject of delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

5.28 PUBLIC ENTITY CRIMES

As required by Florida Statute 287.133(2)(a) in part, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be award 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 s. 287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Florida Statute 287.133(2)(b) a public entity may not award any contract to or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal or reply from, award any contract to, or transact any business with any other person who is under the same, substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

In accordance with section 287.133, F.S., any person must notify the Department of Management Services within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Contract must also notify the City of such conviction within 30 days of the conviction.

5.29 SCRUTINIZED COMPANY LIST

Pursuant to 287.135, F.S., in executing, or renewing this Contract, Contractor certifies that:

(a) For contracts for goods or services of \$1 million or more, Contractor is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies in the Iran Petroleum Energy Sector List, and that Contractor does not have business operation in Cuba or Syria; and

(b) For contracts in any amount, Contractor is not on the Scrutinized Companies that Boycott Israel List or engaged in any boycott of Israel.

Pursuant to section 287.135(3) and (5), F.S., Contractor agrees that City may at its option terminate this Contract or file civil suit if the Contractor is found to have submitted a false certification or if Contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria during the term of the contract.

5.30 DISCRIMINATORY VENDOR LIST

In accordance with section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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 accordance with section 287.134(2)(b), F.S., a public entity may not award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not award any contract to, or transact any business with, any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

5.31 GIFTS FROM FOREIGN COMPANIES OF CONCERN

In accordance with section 286.101(3)(a), F.S., any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services.

5.32 CONTRACT COMPLIANCE MANAGEMENT SYSTEM

The City monitors satisfaction of the minority, women business enterprise (MWBE) goal through the Contract Compliance Management System (System) maintained by the Office of Economic Vitality. If a MWBE goal was assigned and Contractor proposed a MWBE goal in its bid, reply or response, Contractor shall register with the Office of Economic Vitality within five business days of executing this Contract, if not already registered on the System. For the life of the Project or the term of this Contract, Contractor shall regularly provide or update the System with information, including but not limited to names of subcontractors, dates, amounts and number of payments and any other information that is necessary to monitor satisfaction of the MWBE goal. Contractor may find training sessions and more information related to System on the MWSBE website.

5.33 ORDER OF PRECEDENCE

In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

- (1) This contract and all written amendments.
- (2) Solicitation No. RFP-082-22-CG, including all addenda, if any.

(3) The Contractor's Proposal or Bid.

5.34 PUBLIC RECORDS

5.34.1 TERMINATION. The City may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S. 8.1.2 Statutory Notice.

5.34.2 CUSTODIAN OF PUBLIC RECORDS. Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE 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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

**City Treasurer-Clerk
(850) 891-8130
records@talgov.com**

Mailing Address:

**City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, FL 32301**

5.34.3 CONTRACTORS ACTING ON BEHALF OF PUBLIC AGENCY. Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall: (a) Keep and maintain public records required by the public agency to perform the service. (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency. (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 6 - ATTACHMENTS TO CONTRACT

6.1 ATTACHMENTS INCORPORATED IN FULL TEXT

The following attachments are incorporated in this contract in full text and become an integral part of the contract:

Price Schedules

Attachment N, Electric Conduit and Equipment Utility Items

Attachment O, Gas Mains and Service Utility Items

Attachment P, General Work Items

Attachment Q, Time and Equipment Rates

6.2 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- Solicitation Response of the Contractor, 09/22/22.
- Solicitation No. RFP-082-22-CG, including all addenda.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

Attachment N				
ELECTRIC CONDUIT AND EQUIPMENT UTILITY ITEMS				
Item#		Labor & Equipment	Material	Total Unit Price
	CASED BORES			
A0001	4" cased boring	\$50.79	\$18.17	\$68.96
A0002	6" cased boring	\$63.81	\$26.23	\$90.04
A0003	8" cased boring	\$126.81	\$30.15	\$156.96
A0004	10" cased boring	\$133.29	\$40.10	\$173.39
A0005	12" cased boring	\$182.99	\$48.54	\$231.53
A0006	14" cased boring	\$222.12	\$56.44	\$278.56
	UNCASED BORES			
B0007	1" uncased boring, first conduit	\$12.84	\$0.79	\$13.63
B0008	2" uncased boring, first conduit	\$14.13	\$2.38	\$16.51
B0009	3" uncased boring, first conduit	\$17.47	\$4.40	\$21.87
B0010	4" uncased boring, first conduit	\$19.01	\$7.99	\$27.00
B0011	5" uncased boring, first conduit	\$24.66	\$12.90	\$37.56
B0012	6" uncased boring, first conduit	\$27.74	\$23.91	\$51.65
	UNCASED BORES ADDITIONAL CONDUITS			
B0013	1" uncased boring additional conduits	\$5.12	\$0.79	\$5.91
B0014	2" uncased boring additional conduits	\$5.60	\$2.38	\$7.98
B0015	3" uncased boring additional conduits	\$6.51	\$4.40	\$10.91
B0016	4" uncased boring additional conduits	\$7.33	\$7.99	\$15.32
B0017	5" uncased boring additional conduits	\$15.35	\$12.90	\$28.25
B0018	6" uncased boring additional conduits	\$25.04	\$23.91	\$48.95
	TRENCHING / BACKHOE WORK			
C0019	to 30" / to 12" width	\$3.60	-	\$3.60
C0020	31-52" / to 12" width	\$4.25	-	\$4.25
C0021	to 40" / 13" - 25" width	\$3.88	-	\$3.88
C0022	41-52" / 13" - 25" width	\$5.21	-	\$5.21
C0023	53-64" / 13" - 25" width	\$5.65	-	\$5.65
C0024	to 52" / 26" - 36" width	\$7.05	-	\$7.05
C0025	53-64" / 26" - 36" width	\$8.21	-	\$8.21
C0026	to 40" / 37" - 48" width	\$7.34	-	\$7.34
C0027	41-52" / 37" - 48" width	\$7.78	-	\$7.78
C0028	53-64" / 37" - 48" width	\$11.37	-	\$11.37
	TRENCHING & BACKHOE WORK EST AREA			
D0029	to 30" / to 12" width	\$7.71	-	\$7.71
D0030	31-52" / to 12" width	\$9.54	-	\$9.54
D0031	to 40" / 13" - 25" width	\$8.59	-	\$8.59
D0032	41-52" / 13" - 25" width	\$12.33	-	\$12.33
D0033	53-64" / 13" - 25" width	\$12.70	-	\$12.70
D0034	to 52" / 26" - 36" width	\$14.53	-	\$14.53
D0035	53-64" / 26" - 36" width	\$17.84	-	\$17.84
D0036	to 40" / 37" - 48" width	\$10.93	-	\$10.93
D0037	41-52" / 37" - 48" width	\$15.78	-	\$15.78
D0038	53-64" / 37" - 48" width	\$19.31	-	\$19.31

	TRENCHING & BACKHOE WORK JOINT TRENCH W/GAS			
E0039	to 40" / 13" - 25" width	\$3.88	-	\$3.88
E0040	41-53" / 13 - 25" width	\$3.96	-	\$3.96
E0041	54-64" / 13 - 25" width	\$5.45	-	\$5.45
E0042	to 53" / 26 - 36" width	\$4.71	-	\$4.71
E0043	54-64" / 26 - 36" width	\$6.55	-	\$6.55
	TRENCHING / BACKHOE WORK JOINT TRENCH W/GAS EST AREA			
F0044	to 40" / 13" - 25" width	\$9.67	-	\$9.67
F0045	41-53" / 13 - 25" width	\$10.90	-	\$10.90
F0046	54-64" / 13 - 25" width	\$11.99	-	\$11.99
F0047	to 53" / 26 - 36" width	\$11.58	-	\$11.58
F0048	54-64" / 26 - 36" width	\$13.16	-	\$13.16
	PVC CONDUIT IN OPEN TRENCH NO SPACERS			
G0049	1" no spacers	\$0.65	\$2.23	\$2.88
G0050	2" no spacers	\$1.03	\$4.68	\$5.71
G0051	3" no spacers	\$2.27	\$8.94	\$11.21
G0052	4" no spacers	\$2.62	\$12.32	\$14.94
G0053	5" no spacers	\$3.44	\$17.80	\$21.24
G0054	6" no spacers	\$3.85	\$23.28	\$27.13
	>4 PIPES IN TRENCH W/SPACERS			
G0055	1" >=4 pipes in trench w/spacers	\$1.28	\$2.69	\$3.97
G0056	2" >=4 pipes in trench w/spacers	\$1.81	\$5.14	\$6.95
G0057	3" >=4 pipes in trench w/spacers	\$3.00	\$9.39	\$12.39
G0058	4" >=4 pipes in trench w/spacers	\$3.78	\$12.83	\$16.61
G0059	5" >=4 pipes in trench w/spacers	\$5.03	\$18.60	\$23.63
G0060	6" >=4 pipes in trench w/spacers	\$5.51	\$24.07	\$29.58
	PLANT ITEMS			
H0065	1 phase transformer pad-42"x42"	\$134.46	-	\$134.46
H0066	1 phase transformer pad-42"x48"	\$198.13	-	\$198.13
H0067	Secondary pedestal, residential	\$67.93	-	\$67.93
H0068	Secondary pedestal, apartment	\$107.56	-	\$107.56
H0069	Street light pedestal	\$63.68	-	\$63.68
H0070	Terminating Cabinet 1 Phase	\$162.76	-	\$162.76
H0071	Terminating Cabinet 3 Phase, 200A	\$200.97	-	\$200.97
H0165	Terminating Cabinet 3 Phase, 600A	\$283.06	-	\$283.06
H0072	Switchgear Pit	\$813.78	-	\$813.78
H0073	Manhole-8' octagonal w/ring & cover & required collars (Contractor)	\$5,551.18	\$12,308.82	\$17,860.00
H0074	Manhole-10' octagonal w/ring & cover & required collars (Contractor)	\$6,071.08	\$13,235.29	\$19,306.37
H0075	Manhole-12' rectangular w/ring & cover & required collars (Contractor)	\$9,517.82	\$15,237.50	\$24,755.32
H0076	Manhole-8' octagonal w/ring & cover & required collars (COT)	\$5,687.36	-	\$5,687.36
H0077	Manhole-10' octagonal w/ring & cover & required collars (COT)	\$6,214.68	-	\$6,214.68
H0078	Manhole-12' rectangular w/ring & cover & required collars (COT)	\$6,877.24	-	\$6,877.24
H0079	Tx Pad, 1-3" pvc bullhorn & 1 secondary pedestal	\$221.41	\$115.00	\$336.41
H0080	Tx Pad, 2-3" pvc bullhorn & 2 secondary pedestals	\$348.46	\$230.00	\$578.46

Attachment N				
ELECTRIC CONDUIT AND EQUIPMENT UTILITY ITEMS				
Item#		Labor & Equipment	Material	Total Unit Price
	PVC & GRS ELBOWS			
I0081	1" 12" radius PVC	\$12.20	\$18.81	\$31.01
I0082	2" 24" radius PVC	\$26.43	\$20.59	\$47.02
I0083	3" 24" radius PVC	\$25.72	\$34.51	\$60.23
I0084	3" 36" radius PVC	\$32.97	\$45.90	\$78.87
I0085	4" 36" radius PVC	\$37.22	\$62.35	\$99.57
I0086	5" 36" radius PVC	\$75.35	\$114.65	\$190.00
I0087	6" 36" radius PVC	\$86.33	\$172.48	\$258.81
I0088	2" 24" radius GRS	\$56.00	\$120.24	\$176.24
I0089	3" 36" radius GRS	\$117.01	\$280.41	\$397.42
I0090	4" 36" radius GRS	\$184.52	\$397.37	\$581.89
I0091	6" 36" radius GRS	\$379.50	\$738.74	\$1,118.24
I0092	6" 48" radius GRS	\$416.29	\$909.93	\$1,326.22
I0093	2" 24" radius FBRG	\$58.80	\$98.74	\$157.54
I0094	3" 24" radius FBRG	\$71.51	\$127.39	\$198.90
I0095	3" 36" radius FBRG	\$84.10	\$130.40	\$214.50
I0096	4" 36" radius FBRG	\$98.89	\$163.13	\$262.02
I0097	6" 36" radius FBRG	\$132.92	\$252.63	\$385.55
I0098	6" 48" radius FBRG	\$134.18	\$262.03	\$396.21
	STREET LIGHTS			
J0099	18' fiberglass pole w/ post top fixture	\$572.41	-	\$572.41
J0100	30' fiberglass pole, 6' arm & cobra head fixture	\$715.51	-	\$715.51
J0101	45' fiberglass pole, 6' arm & cobra head fixture	\$1,158.44	-	\$1,158.44
J0102	28' decorative fiberglass direct buried pole, arm & luminaire	\$715.51	-	\$715.51
J0103	Install 2nd arm & fixture on fiberglass pole	\$436.12	-	\$436.12
J0104	Install a light, 100 watt, open bottom fixture with 4'-8' arm on an existing wood pole	\$436.12	-	\$436.12
J0105	Install a light, 250 watt, cobra head fixture with 4'-8' arm on an existing wood pole	\$347.53	-	\$347.53
J0106	Install a flood light & bracket on a fiberglass or wood po	\$695.06	-	\$695.06
J0107	Remove a fiberglass pole & fixture & haul to COT pole yard	\$293.01	-	\$293.01
J0108	Replace traditional style fixture on 18' pole	\$286.20	-	\$286.20
J0109	Replace cobra head fixture on 30' pole	\$286.20	-	\$286.20
J0110	Replace open bottom fixture on wood pole	\$286.20	-	\$286.20
	PULLING STREET LIGHT WIRE			
K0111	2 wires per conduit - no. 6 cu	\$1.50	-	\$1.50
K0112	3 wires per conduit - no. 6 cu	\$1.50	-	\$1.50
K0113	4 wires per conduit - no. 6 cu	\$2.86	-	\$2.86
K0114	2 wires per conduit - no. 10 cu	\$1.50	-	\$1.50
K0115	3 wires per conduit - no. 10 cu	\$1.50	-	\$1.50
K0116	4 wires per conduit - no. 10 cu	\$2.86	-	\$2.86

ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	GAS MAINS- EST AREA <500 FT			
A0301	1 1/4" pe / 0-500'	\$13.22	\$1.48	\$14.70
A0302	2" pe / 0-500'	\$14.10	\$1.75	\$15.85
A0303	3" pe / 0-500'	\$19.15	\$3.53	\$22.68
A0304	4" pe / 0-500'	\$23.36	\$5.24	\$28.60
A0305	6" pe / 0-500'	\$33.02	\$11.92	\$44.94
A0306	2" steel / 0-500'	\$23.83	\$10.62	\$34.45
A0307	2 1/2" steel / 0-500'	\$27.80	\$18.74	\$46.54
A0308	4" steel / 0-500'	\$36.97	\$26.53	\$63.50
A0309	6" steel / 0-500'	\$46.80	\$39.97	\$86.77
A0310	8" steel / 0-500'	\$61.80	\$60.34	\$122.14
	GAS MAINS - EST AREA > 500 FT			
A0311	1 1/4" pe / over 500'	\$9.66	\$1.48	\$11.14
A0312	2" pe / over 500'	\$12.78	\$1.75	\$14.53
A0313	3" pe / over 500'	\$13.78	\$3.53	\$17.31
A0314	4" pe / over 500'	\$18.25	\$5.24	\$23.49
A0315	6" pe / over 500'	\$28.15	\$11.92	\$40.07
A0316	2" steel / over 500'	\$23.83	\$10.62	\$34.45
A0317	2 1/2" steel / over 500'	\$26.66	\$18.74	\$45.40
A0318	4" steel / over 500'	\$33.18	\$26.53	\$59.71
A0319	6" steel / over 500'	\$41.49	\$39.97	\$81.46
A0320	8" steel / over 500'	\$51.17	\$60.34	\$111.51
	EST AREA EXTRA DEPTH 37" - 60"			
A0321	1 1/4" pe / extra depth 37-60"	\$1.90	-	\$1.90
A0322	2" pe / extra depth 37-60"	\$1.90	-	\$1.90
A0323	3" pe / extra depth 37-60"	\$1.90	-	\$1.90
A0324	4" pe / extra depth 37-60"	\$1.90	-	\$1.90
A0325	6" pe / extra depth 37-60"	\$1.90	-	\$1.90
A0326	2" steel / extra depth 37-60"	\$2.16	-	\$2.16
A0327	2 1/2" steel / extra depth 37-60"	\$2.16	-	\$2.16
A0328	4" steel / extra depth 37-60"	\$2.16	-	\$2.16
A0329	6" steel / extra depth 37-60"	\$2.50	-	\$2.50
A0330	8" steel / extra depth 37-60"	\$3.08	-	\$3.08
	EST AREA EXTRA DEPTH 37" - 96"			
A0331	1 1/4" pe / extra depth 37-96"	\$3.68	-	\$3.68
A0332	2" pe / extra depth 37-96"	\$3.74	-	\$3.74
A0333	3" pe / extra depth 37-96"	\$3.74	-	\$3.74
A0334	4" pe / extra depth 37-96"	\$3.74	-	\$3.74
A0335	6" pe / extra depth 37-96"	\$3.74	-	\$3.74
A0336	2" steel / extra depth 37-96"	\$4.12	-	\$4.12
A0337	2 1/2" steel / extra depth 37-96"	\$4.19	-	\$4.19
A0338	4" steel / extra depth 37-96"	\$4.52	-	\$4.52
A0339	6" steel / extra depth 37-96"	\$4.78	-	\$4.78
A0340	8" steel / extra depth 37-96"	\$4.92	-	\$4.92

ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	GAS MAIN NEW AREA < 500 FT			
B0341	1 1/4" pe / 0-500'	\$10.09	\$1.48	\$11.57
B0342	2" pe / 0-500'	\$9.89	\$1.75	\$11.64
B0343	3" pe / 0-500'	\$13.20	\$3.53	\$16.73
B0344	4" pe / 0-500'	\$16.62	\$5.24	\$21.86
B0345	6" pe / 0-500'	\$25.34	\$11.92	\$37.26
B0346	2" steel / 0-500'	\$18.68	\$10.62	\$29.30
B0347	2 1/2" steel / 0-500'	\$25.63	\$18.74	\$44.37
B0348	4" steel / 0-500'	\$31.35	\$26.53	\$57.88
B0349	6" steel / 0-500'	\$42.21	\$39.97	\$82.18
B0350	8" steel / 0-500'	\$52.46	\$60.34	\$112.80
	GAS MAIN NEW AREA > 500 FT			
B0351	1 1/4" pe / over 500'	\$6.26	\$1.48	\$7.74
B0352	2" pe / over 500'	\$6.35	\$1.75	\$8.10
B0353	3" pe / over 500'	\$7.88	\$3.53	\$11.41
B0354	4" pe / over 500'	\$11.33	\$5.24	\$16.57
B0355	6" pe / over 500'	\$19.84	\$11.92	\$31.76
B0356	2" steel / over 500'	\$17.11	\$10.62	\$27.73
B0357	2 1/2" steel / over 500'	\$21.94	\$18.74	\$40.68
B0358	4" steel / over 500'	\$22.71	\$26.53	\$49.24
B0359	6" steel / over 500'	\$39.47	\$39.97	\$79.44
B0360	8" steel / over 500'	\$52.06	\$60.34	\$112.40
	EXTRA DEPTH NEW AREA 37" - 60"			
B0361	1 1/4" pe / 37-60"	\$0.85	-	\$0.85
B0362	2" pe / extra depth 37-60"	\$0.85	-	\$0.85
B0363	3" pe / extra depth 37-60"	\$0.85	-	\$0.85
B0364	4" pe / extra depth 37-60"	\$0.85	-	\$0.85
B0365	6" pe / extra depth 37-60"	\$0.85	-	\$0.85
B0366	2" steel / extra depth 37-60"	\$0.99	-	\$0.99
B0367	2 1/2" steel / extra depth 37-60"	\$0.99	-	\$0.99
B0368	4" steel / extra depth 37-60"	\$0.99	-	\$0.99
B0369	6" steel / extra depth 37-60"	\$0.99	-	\$0.99
B0370	8" steel / extra depth 37-60"	\$0.99	-	\$0.99
	EXTRA DEPTH NEW AREA 37" - 96"			
B0371	1 1/4" pe / extra depth 37-96"	\$1.64	-	\$1.64
B0372	2" pe / extra depth 37-96"	\$1.64	-	\$1.64
B0373	3" pe / extra depth 37-96"	\$1.64	-	\$1.64
B0374	4" pe / extra depth 37-96"	\$1.64	-	\$1.64
B0375	6" pe / extra depth 37-96"	\$1.64	-	\$1.64
B0376	2" steel / extra depth 37-96"	\$1.96	-	\$1.96
B0377	2 1/2" steel / extra depth 37-96"	\$1.96	-	\$1.96
B0378	4" steel / extra depth 37-96"	\$1.96	-	\$1.96
B0379	6" steel / extra depth 37-96"	\$1.96	-	\$1.96
B0380	8" steel / extra depth 37-96"	\$1.96	-	\$1.96

ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	JOINT TRENCH IN NEW AREA			
C0381	1 1/4" pe	\$3.33	\$1.48	\$4.81
C0382	2" pe	\$3.97	\$1.75	\$5.72
C0383	3" pe	\$6.48	\$3.53	\$10.01
C0384	4" pe	\$8.04	\$5.24	\$13.28
C0385	6" pe	\$16.40	\$11.92	\$28.32
C0386	2" steel	\$11.74	\$10.62	\$22.36
C0387	4" steel	\$22.80	\$26.53	\$49.33
C0388	6" steel	\$31.17	\$39.97	\$71.14
C0389	8" steel	\$44.95	\$60.34	\$105.29
	REMOVAL OF ABANDON GAS MAINS			
D0390	2" to 4"	\$14.94	-	\$14.94
D0391	6" to 8"	\$30.67	-	\$30.67
	SERVICE LINES < 200 FT EST AREA			
A0392	3/4" pe 0-200'	\$7.31	\$5.49	\$12.80
A0393	1" pe 0-200'	\$8.08	\$6.37	\$14.45
A0394	1 1/4" pe 0-200'	\$9.32	\$9.54	\$18.86
A0395	2" pe 0-200'	\$10.47	\$12.79	\$23.26
	SERVICE LINES > 200 FT EST AREA			
A0396	3/4" pe over 200'	\$7.74	\$1.60	\$9.34
A0397	1" pe over 200'	\$8.34	\$2.11	\$10.45
A0398	1 1/4" pe over 200'	\$13.13	\$3.30	\$16.43
A0399	2" pe over 200'	\$14.63	\$3.93	\$18.56
	SERVICE LINES < 200 FT NEW AREA			
B0400	3/4" pe 0-200'	\$6.63	\$5.49	\$12.12
B0401	1" pe 0-200'	\$6.90	\$6.37	\$13.27
B0402	1 1/4" pe 0-200'	\$8.47	\$9.54	\$18.01
B0403	2" PE	\$8.71	\$12.79	\$21.50
	SERVICE LINES >200 FT NEW AREA			
B0404	3/4" pe over 200'	\$7.45	\$1.60	\$9.05
B0405	1" pe over 200'	\$8.09	\$2.11	\$10.20
B0406	1 1/4" pe over 200'	\$11.19	\$3.30	\$14.49
B0407	2" pe over 200'	\$12.30	\$3.93	\$16.23
	SHORT SERVICE LINES , 25 FT NEW AREA			
C0408	3/4" pe	\$387.87	\$308.85	\$696.72
C0409	1" pe	\$435.53	\$345.34	\$780.87
C0410	1 1/4" pe	\$549.50	\$593.24	\$1,142.74
C0411	2" pe	\$557.42	\$708.70	\$1,266.12
	EXCESS FLOW VALVES			
E0412	3/4" IPS Excess Flow Valve	\$36.04	\$22.68	\$58.72
E0413	1" IPS Excess Flow Valve	\$38.93	\$42.94	\$81.87
E0414	3/4" High Flow Excess Flow Valve SCFH 2600	\$75.61	\$60.15	\$135.76
E0415	1" High Flow Excess Flow Valve SCFH 2600	\$83.25	\$69.50	\$152.75
E0416	1 1/4" High Flow Excess Flow Valve SCFH 2600	\$107.13	\$78.91	\$186.04
E0417	2" High Flow Excess Flow Valve SCFH 2600	\$178.23	\$202.85	\$381.08
E0418	2" High Flow Excess Flow Valve SCFH 5500	\$314.10	\$202.85	\$516.95

ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	CASED BORING - PE PIPE			
A0419	4" plastic pipe	\$118.09	\$26.50	\$144.59
A0420	6" plastic pipe	\$178.72	\$35.71	\$214.43
A0421	8" plastic pipe	\$231.59	\$41.36	\$272.95
A0422	10" plastic pipe	\$407.13	\$57.01	\$464.14
	CASED BORING STEEL PIPE			
A0423	6" steel pipe	\$156.03	\$46.58	\$202.61
A0424	8" steel pipe	\$188.70	\$67.70	\$256.40
A0425	10" steel pipe	\$234.81	\$91.35	\$326.16
A0426	12" steel pipe	\$273.09	\$121.13	\$394.22
	UNCASED BORING			
B0427	3/4" pe	\$13.51	\$0.63	\$14.14
B0428	1" pe	\$13.44	\$1.06	\$14.50
B0429	1 1/4" pe	\$13.12	\$1.45	\$14.57
B0430	2" pe	\$13.69	\$1.72	\$15.41
B0431	3" pe	\$21.68	\$3.49	\$25.17
B0432	4" pe	\$24.23	\$5.21	\$29.44
B0433	6" pe	\$34.81	\$11.89	\$46.70
B0434	3/4" steel	\$26.17	\$4.41	\$30.58
B0435	1" steel	\$26.13	\$5.32	\$31.45
B0436	2" steel	\$27.17	\$10.58	\$37.75
B0437	4" steel	\$49.14	\$26.50	\$75.64
B0438	6" steel	\$57.26	\$39.93	\$97.19
B0439	8" steel	\$86.58	\$60.31	\$146.89
	GAS VALVES - PE			
A1.0440	1" plastic valves	\$74.92	\$48.38	\$123.30
A1.0441	1 1/4" plastic valves	\$116.70	\$102.12	\$218.82
A1.0442	2" plastic valves	\$215.09	\$102.12	\$317.21
A1.0443	3" plastic valves	\$297.45	\$209.62	\$507.07
A1.0444	4" plastic valves	\$451.78	\$231.12	\$682.90
A1.0445	6" plastic valves	\$1,024.05	\$564.38	\$1,588.43
	GAS VALVES - STEEL			
A2.0446	2" series 150 steel valve	\$960.46	\$403.12	\$1,363.58
A2.0447	2 1/2" series 150 steel valve	\$1,231.88	\$657.36	\$1,889.24
A2.0448	4" series 150 steel valve	\$1,292.94	\$806.25	\$2,099.19
A2.0449	6" series 150 steel valve	\$1,898.93	\$1,666.25	\$3,565.18
A2.0450	8" series 150 steel valve	\$4,815.76	\$7,406.75	\$12,222.51
A2.0451	2" series 300 steel valve	\$784.14	\$424.62	\$1,208.76
A2.0452	2 1/2" series 300 steel valve	\$1,104.19	\$671.88	\$1,776.07
A2.0453	4" series 300 steel valve	\$1,088.43	\$908.38	\$1,996.81
A2.0454	6" series 300 steel valve	\$1,972.33	\$1,816.75	\$3,789.08
A2.0455	8" series 300 steel valve	\$4,634.98	\$8,358.12	\$12,993.10
A2.0456	2" x (2", 3", 4" or 6") Steel HVTT Class 150	\$332.38	\$94.60	\$426.98
A2.0457	3/4" Mueller Autoperf Transition Tee	\$224.22	\$112.88	\$337.10
A2.0458	1" Mueller Autoperf Transition Tee	\$217.50	\$123.62	\$341.12
	VALVE BOXES			
B1.0459	Plastic valve boxes	\$148.22	\$145.12	\$293.34
B2.0460	Cast iron valve boxes	\$158.69	\$252.62	\$411.31
B1.0461	Lowering & raising existing valve boxes	\$545.15	-	\$545.15

ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	FITTINGS / OFFSETS STEEL			
A0462	6"x4" weld reducer, 0.280 wall, ASTM A234 grade WPB	\$267.41	\$64.50	\$331.91
A0463	4"x3" weld reducer, 0.237 wall, ASTM A234 grade WPB	\$175.07	\$34.67	\$209.74
A0464	4"x2" weld reducer, 0.237 wall, ASTM A234 grade WPB	\$166.73	\$38.16	\$204.89
A0465	3"x2 1/2" weld reducer, 0.216 wall, ASTM A234 grade WPB	\$171.90	\$23.11	\$195.01
A0466	2 1/2"x2" weld reducer, 0.203 wall, ASTM A234 grade WPB	\$166.77	\$28.49	\$195.26
A0467	2" - 45degree L.R. weld ell, 0.154" wall, ASTM A234 grade WPB	\$315.96	\$15.64	\$331.60
A0468	2 1/2" - 45degree L.R. weld ell, 0.203" wall, ASTM A234 grade WPB	\$336.68	\$21.50	\$358.18
A0469	4" - 45degree L.R. weld ell, 0.237" wall, ASTM A234 grade WPB	\$353.84	\$36.55	\$390.39
A0470	6" - 45degree L.R. weld ell, 0.280" wall, ASTM A234 grade WPB	\$428.28	\$68.80	\$497.08
A0471	2" - 90degree L.R. weld ell, 0.154" wall, ASTM A234 grade WPB	\$323.12	\$17.20	\$340.32
A0472	2 1/2" - 90degree L.R. weld ell, 0.203" wall, ASTM A234 grade WPB	\$316.24	\$21.50	\$337.74
A0473	4" - 90degree L.R. weld ell, 0.237" wall, ASTM A234 grade WPB	\$330.83	\$39.24	\$370.07
A0474	6" - 90degree L.R. weld ell, 0.280" wall, ASTM A234 grade WPB	\$424.70	\$83.85	\$508.55
A0475	2x2x2 weld tee, 0.154" wall, ASTM A234 grade WPB	\$434.88	\$33.32	\$468.20
A0476	2 1/2x2 1/2x2 1/2 weld tee, 0.203" wall, ASTM A234 grade WPB	\$451.81	\$36.55	\$488.36
A0477	4x4x4 weld tee, 0.237" wall, ASTM A234 grade WPB w/guide bars	\$533.99	\$75.25	\$609.24
A0478	4x4x2 weld tee, 0.237" wall, ASTM A234 grade WPB	\$544.93	\$77.40	\$622.33
A0479	6x6x6 weld tee, 0.280" wall, ASTM A234 grade WPB w/guide bars	\$1,144.45	\$169.85	\$1,314.30
A0480	6x6x4 weld tee, 0.280" wall, ASTM A234 grade WPB	\$1,143.33	\$160.18	\$1,303.51
A0481	8x8x8 HP weld tee, 0.500" wall, ASTM A234 grade WPB	\$1,831.14	\$338.62	\$2,169.76
A0482	8x8x6 HP weld tee, 0.500' wall, ASTM A234 grade WPB	\$1,846.86	\$354.75	\$2,201.61
A0483	8x8x4 HP weld tee, 0.500" wall, ASTM A234 grade WPB	\$1,756.18	\$354.75	\$2,110.93
A0484	8" -HP 45degree L.R. weld ell, 0.500" wall, ASTM A234 grade WPB	\$585.76	\$191.35	\$777.11
A0485	8" -HP 90degree L.R. weld ell, 0.500" wall, ASTM A234 grade WPB	\$623.29	\$230.05	\$853.34
A0486	8"x4" HP weld reducer, wall, ASTM A234 grade WPB	\$297.66	\$173.08	\$470.74
A0487	8"x6" HP weld reducer, wall, ASTM A234 grade WPB	\$301.01	\$181.68	\$482.69
A0488	2" weld cap, ASTM A234 grade WPB	\$223.36	\$17.20	\$240.56
A0489	4" weld cap, ASTM A234 grade WPB	\$295.23	\$22.58	\$317.81
A0490	6" weldcap, ASTM A234 grade WPB	\$338.65	\$43.00	\$381.65
A0491	8" weld cap, ASTM A234 grade WPB	\$364.00	\$86.00	\$450.00

ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	FITTINGS / OFFSETS - PE			
B0492	1 1/4" 90deg ell	\$37.47	\$5.48	\$42.95
B0493	2" 90deg ell	\$59.64	\$7.42	\$67.06
B0494	3" 90deg ell	\$74.02	\$13.92	\$87.94
B0495	4" 90deg ell	\$115.36	\$17.31	\$132.67
B0496	6" 90deg ell	\$220.53	\$43.00	\$263.53
B0497	3" 45deg ell	\$61.60	\$15.59	\$77.19
B0498	4" 45deg ell	\$81.58	\$19.62	\$101.20
B0499	6" 45deg ell	\$190.91	\$45.26	\$236.17
B0500	1 1/4" tee	\$49.58	\$8.06	\$57.64
B0501	2" tee	\$56.55	\$8.82	\$65.37
B0502	3" tee	\$113.00	\$20.00	\$133.00
B0503	4" tee	\$135.74	\$23.01	\$158.75
B0504	6" tee	\$233.68	\$57.51	\$291.19
B0505	1 1/4" end cap	\$31.26	\$7.31	\$38.57
B0506	2" end cap	\$35.88	\$3.76	\$39.64
B0507	3" end cap	\$44.50	\$7.10	\$51.60
B0508	4" end cap	\$64.52	\$14.08	\$78.60
B0509	6" end cap	\$117.17	\$33.00	\$150.17
C0510	2" x 1 1/4" pe reducer	\$36.49	\$7.79	\$44.28
C0511	1 1/4" x 1" pe reducer	\$36.30	\$6.99	\$43.29
C0512	3" x 2" pe reducer	\$40.44	\$12.09	\$52.53
C0513	6" x 4" pe reducer	\$100.43	\$32.25	\$132.68
C0514	4" x 2" pe reducer	\$62.19	\$12.26	\$74.45
C0515	4" x 3" pe reducer	\$59.21	\$15.00	\$74.21
D0516	3/4" IPS steel x 3/4" IPS	\$114.84	\$20.96	\$135.80
D0517	1" IPS steel x 1" IPS	\$119.80	\$28.49	\$148.29
D0518	1 1/4" IPS steel x 1 1/4" IPS	\$120.10	\$34.51	\$154.61
D0519	2" ips steel x 2" IPS	\$133.14	\$55.90	\$189.04
D0520	3" ips steel x 3" IPS	\$387.52	\$103.20	\$490.72
D0521	4" IPS steel x 4" IPS	\$440.68	\$145.13	\$585.81
D0522	6" IPS steel x 6" IPS	\$420.06	\$370.88	\$790.94
D0523	2" x 1 1/4" high volume tapping tee	\$243.77	\$99.60	\$343.37
D0524	3" x 1 1/4" high volume tapping tee	\$242.51	\$100.73	\$343.24
D0525	4" x 1 1/4" high volume tapping tee	\$238.71	\$104.11	\$342.82
D0526	6" x 1 1/4" high volume tapping tee	\$231.11	\$110.94	\$342.05
D0527	2" x 2" high volume tapping tee	\$315.30	\$99.60	\$414.90
D0528	3" x 2" high volume tapping tee	\$314.02	\$100.73	\$414.75
D0529	4" x 2" high volume tapping tee	\$310.22	\$104.11	\$414.33
D0530	6" x 2" high volume tapping tee	\$302.63	\$110.94	\$413.57
F0531	3/4" IPS body transition service punch tees w/seal plug cap	\$97.94	\$86.00	\$183.94

ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	HOT TAP: TAP ONLY			
G0532	2" line stopper fitting - Series 150, per stopper TAP ONLY	\$1,028.56	\$642.00	\$1,670.56
G0533	2.5" line stopper fitting - Series 150, per stopper TAP ONLY	\$3,836.74	\$1,652.28	\$5,489.02
G0534	4" line stopper fitting - Series 150, per stopper TAP ONLY	\$3,319.82	\$1,240.55	\$4,560.37
G0535	6" line stopper fitting - Series 150, per stopper TAP ONLY	\$4,760.58	\$1,899.53	\$6,660.11
G0536	8" line stopper fitting - Series 150, per stopper TAP ONLY	\$6,211.10	\$2,991.73	\$9,202.83
ATTACHMENT O				
GAS MAINS AND SERVICE UTILITY ITEMS				
Item #		Labor & Equipment	Material	Total Unit Price
	HOT TAP: TAP AND STOP			
G0537	2" line stopper fitting - Series 150, per stopper TAP & STOP	\$1,212.01	\$642.00	\$1,854.01
G0538	2.5" line stopper fitting - Series 150, per stopper TAP & STOP	\$4,106.56	\$1,652.28	\$5,758.84
G0539	4" line stopper fitting - Series 150, per stopper TAP & STOP	\$4,263.34	\$1,240.55	\$5,503.89
G0540	6" line stopper fitting - Series 150, per stopper TAP & STOP	\$4,896.87	\$1,899.53	\$6,796.40
G0541	8" line stopper fitting - Series 150, per stopper TAP & STOP	\$6,892.54	\$2,991.73	\$9,884.27
B0542	Test station	\$155.26	-	\$155.26

ATTACHMENT P		
GENERAL UTILITY WORK		
Item #		Total Unit Price
E0130	Sand	\$29.90
F0131	Flowable fill (Contractor)	\$174.89
F0132	Flowable fill (COT)	\$38.85
F0133	Concrete (Contractor)	\$223.00
F0134	Concrete (COT)	\$71.15
F0135	Concrete Removal	\$5.05
I0136	Asphalt Patching	\$22.00
I0137	Asphalt Removal	\$4.14
K0138	Sidewalk/driveway replacement	\$13.48
K0139	Sidewalk/driveway replacement/same as above but to DOT specs	\$14.98
L0140	Centipede sod replacement	\$2.35
L0141	St. Augustine sod replacement	\$2.55
L0142	Bahia sod replacement	\$2.15
M0143	Seed & mulch	\$0.75
M0144	Silt fence	\$8.53
M0145	Hay bales	\$8.53
N0146	Type "B" backfill (Contractor)	\$39.85
N0147	Type "B" backfill (COT)	\$25.15
P0163	Core Drill	\$180.75
Q0164	Density Test	\$350.00
P0165	Up to 12" Core Drill in Hard Surface	\$450.00
M0571	Material Cost + 10%	-
M0572	Rental Equipment Cost + 10% (Does not include fuel)	-
M0573	Subcontractor Cost + 10%	-
	COMPACTION	
O0148	12" trench width 90%	\$2.65
O0149	18" trench width 90%	\$2.77
O0150	24" trench width 90%	\$3.24
O0151	36" trench width 90%	\$3.46
O0152	48" trench width 90%	\$4.32
O0153	12" trench width 95%	\$3.05
O0154	18" trench width 95%	\$3.19
O0155	24" trench width 95%	\$3.63
O0156	36" trench width 95%	\$3.80
O0157	48" trench width 95%	\$4.32
O0158	12" trench width 100%	\$3.57
O0159	18" trench width 100%	\$3.68
O0160	24" trench width 100%	\$4.03
O0161	36" trench width 100%	\$5.19
O0162	48" trench width 100%	\$6.47

ATTACHMENT Q		
TIME AND EQUIPMENT RATES		
Item #		Hourly Rate
0543	Journey Lineman	\$80.34
0544	Superintendent	\$74.99
0545	Foreman	\$56.51
0546	Operator	\$51.22
0547	Welders	\$72.25
0548	Welder Helper	\$44.63
0549	Laborer	\$39.82
0550	Fuser	\$42.80
0551	Truck Driver	\$56.49
0577	Safety Coordinator	\$58.05
0578	GPS tech	\$76.01
0552	Excavator (320 Exc. Size)	\$88.00
0553	Rubber tire backhoe	\$52.00
0554	Sideboom	\$127.00
0555	Bulldozer (D4 size)	\$46.76
0556	Boom truck	\$61.97
0557	Tractor only	\$98.00
0558	Lowboy - only	\$28.35
0559	2 ton FB/dump	\$40.61
0560	2 ton/AC & body	\$52.46
0561	1 ton	\$38.93
0562	Pickup	\$39.50
0563	A/C 185 w/tools	\$15.53
0564	Job van w/tools	\$15.53
0565	Float	\$15.30
0566	Compactor	\$14.28
0567	Mechanical tamper	\$65.00
0568	Generator	\$16.32
0569	Electro fusion	\$15.00
0570	Boring machine	\$165.00
0571	Welding rig	\$41.25
0572	Plow/Trencher	\$76.52
0573	Camera Truck	\$85.00
0574	Vaccum Truck	\$183.48
0575	Mini Excavator	\$35.25
0576	Trailer Vac	\$45.56

Diane Moore

From: Clay Miller <cmiller@equixinc.com>
Sent: Wednesday, August 27, 2025 1:46 PM
To: Diane Moore
Cc: Jegen McDermott
Subject: RE: [EXTERNAL] City of Tallahassee Contract 5337
Attachments: COT Contract 5337 Signatures.pdf; EQUIX ENERGY SERVICES LLC Form W-9 2024 Version with Explanation.pdf; City of Pensacola COI exp 2.01.26.PDF

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Good morning,

Please accept this email as Equix Energy Services agreeing to honor the terms of the City of Tallahassee agreement for Pensacola Energy to piggyback on. Attached are the requested documents as well.

Looking forward to getting started with you.

Have a good day,

Clay Miller
Vice President of Operations
Equix Energy Services, LLC
32410 Blue Star Hwy
Midway, FL 32343
Direct: 850.878.1212 x2907
Mobile: 850.879.5246
Email: cmiller@equixinc.com
www.equixinc.com



THE INFORMATION CONTAINED IN THIS COMMUNICATION MAY BE CONFIDENTIAL, IS INTENDED ONLY FOR THE USE OF RECIPIENT(S) NAMED ABOVE, AND MAY BE LEGALLY PRIVILEGED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION, OR ANY OF ITS CONTENTS, IS STRICTLY PROHIBITED.

From: Diane Moore <DMoore@cityofpensacola.com>
Sent: Friday, August 22, 2025 10:42 AM
To: Clay Miller <cmiller@equixinc.com>
Cc: Jegen McDermott <JMcDermott@equixinc.com>
Subject: RE: [EXTERNAL] City of Tallahassee Contract 5337

Clay,

Hope everything is going well. I received the ITB and addendums from Laura at Tallahassee so I am working on a PO to piggyback on this contract. I will also need the following items from Equix:

- The letter or email you received stating that Tallahassee was awarding the contract to Equix back in 2022/2023.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1339

Agenda Conference

10/20/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION - NO. 2025-72 - APPROPRIATION OF BAPTIST DONATION PROCEEDS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-72.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, Goal #6: Public Spaces that Connect Communities, Goal #7: Thriving Innovation & Businesses, and Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy.

The City Council is requested to adopt supplemental budget resolution No. 2025-72 to recognize proceeds in the amount of \$5,854,796.88 received from Baptist Health Care, Inc. and Baptist Health Ventures, Inc. pursuant to the donation agreement for donation of certain real property within the former Baptist Hospital Complex.

PRIOR ACTION:

April 24, 2025 – City Council approved the donation agreement with Baptist Health Care, Inc. and Baptist Health Ventures, Inc. for donation of certain real property within in former Baptist Hospital Complex.

September 11, 2025 – City Council approved amendment #1 to the donation agreement.

FUNDING:

Budget: \$5,854,796.88
Actual: \$5,854,796.88

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the proceeds into the Special Grants Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Erica Grancagnolo, Economic Development Director
Ann-Jasmin Whitmore, Finance and Compliance Officer

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-72
2. Supplemental Budget Explanation No. 2025-72

PRESENTATION: No

**RESOLUTION
NO. 2025-72**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	Miscellaneous Revenue	677,600
Amended		
To Read:	Miscellaneous Revenue	6,532,397
As Reads	Operating Expenses	5,000
Amended		
To Read:	Operating Expenses	5,859,797

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

OCTOBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION -APPROPRIATION OF BAPTIST DONATION PROCEEDS - RES NO. 2025-72

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	5,854,797	Increase appropriation for Miscellaneous Revenue - Baptist - Pace Donation
Total Revenues	<u>5,854,797</u>	
Appropriations		
Operating Expenses	<u>5,854,797</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>5,854,797</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1310

Agenda Conference

10/20/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 22-25 - AMENDING SECTION 2-3-1 - DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 22-25 on first reading:

AN ORDINANCE AMENDING SECTION 2-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY; 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, City Ordinance stipulates that any City-owned tangible personal property, such as obsolete furnishings, filing cabinets, desks, conference tables, office chairs, computers/printers/scanners, vehicles and motorized equipment, etc. which, regardless of age, had an original purchase price of more than \$10,000 can only be disposed of by sale/auction unless the surplus item is declared to be waste or rubbish and is sent to the landfill or junkyard. Items with an original purchase price of less than \$10,000 can be disposed of as waste, donated to charity, or sold.

The proposed ordinance revisions increase from \$10,000 to \$25,000 the threshold under which the method of disposal can be determined by the Mayor from among the three (3) approved disposal methods. Additionally, the proposed revisions would eliminate the purchase price threshold for vehicles.

The current \$10,000 ceiling is inconsistent with today's economic environment. Given the limited markets for surplus property inventory, a great deal of City property that could be

donated to charity is currently being scrapped. Further, the inclusion of vehicles within the ceiling is, likewise, inconsistent with today's economic environment. By eliminating the purchase price ceiling on vehicles and increasing the ceiling on all other surplus property, more items could potentially be donated to local non-profits, allowing them to utilize City surplus property and vehicles in ways that advance the missions of the recipient non-profits and thereby benefit the local community.

The proposed revisions retain Council's role in establishing rules for disposal by ordinance, and they do not alter any regulations or finance department policies that set forth the requirements for declaring something to be surplus.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

Revenue to the City from the sale of surplus property varies greatly from year-to-year depending on the volume and types of items surplus. Total revenue from the sale of surplus property, inclusive of vehicles, in FY25 was \$169,500. It is difficult to predict the impact donating more items to charity will have on revenue because of the year-to-year variance in quantity, type and quality of surplus items. Upon adoption of this revised ordinance by City Council, staff will be instructed to evaluate the estimated sale value of surplus items, with sale being the preferred method of disposal for high-value items and donation being the preferred method of disposal for medium- and low-value items as compared to other surplus items of the same type.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Amy Miller, Interim City Administrator
Kia Goldsmith, Assistant City Attorney

ATTACHMENTS:

1. Proposed Ordinance No. 22-25 - Disposal of Surplus Tangible Personal Property

PRESENTATION: No

PROPOSED
ORDINANCE NO. 22-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-3-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 2-3-1. Disposal of surplus tangible personal property.

Upon determination by the Mayor that any tangible personal property owned by the City is surplus, obsolete, unrepairable, unnecessary, unsuitable, or otherwise no longer useful, the Mayor may dispose of such property as waste or rubbish, which has no substantial value may donate the property to one or more local charitable organizations registered with the State of Florida, or may sell the property, by auction, for fair consideration. Any item other than a motor vehicle with an original purchase price of \$25,000.00 or more must be disposed of by auction, unless otherwise disposed of as waste or rubbish. In the case of motor vehicles being retired from the City fleet, regardless of original purchase price, the Mayor may donate said vehicles to one or more local charitable organizations registered with the State of Florida, provided said organization(s) submit evidence of an intent to use all donated vehicles to provide programming or otherwise advance the mission of the organization ~~If the item had an original purchase price of \$10,000.00 or a lesser amount, the mayor may dispose of such property by appropriate methods other than by auction.~~

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 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 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. 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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1377

Agenda Conference

10/20/2025

ORDINANCE

SPONSOR: Charles Bare, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 19-25 - REPEALING SECTION 2-1-4 OF THE CITY CODE REGARDING COMPENSATION OF CITY COUNCIL MEMBERS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 19-25 on second reading.

AN ORDINANCE REPEALING SECTION 2-1-4 OF THE CITY CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On November 8, 2022, the Citizens of Pensacola approved changes to the Charter of the City of Pensacola. One of those changes pertained to the calculation of compensation for Members of City Council.

Section 4.02 (c) of the City of Pensacola Charter was changed from a set amount established by ordinance to one that is calculated annually based on formulas provided by the Florida Legislature's Office of Economic and Demographic Research.

The attached ordinance will repeal Section 2-1-4 of the Code to conform with the changes approved by the citizens on November 8, 2022.

PRIOR ACTION:

October 9, 2025 - City Council voted to approve Proposed Ordinance No. 19-25 on first reading.

November 8, 2022 - The Citizens of Pensacola approved changes to the City of Pensacola Charter.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

9/30/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 19-25
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 19-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 2-1-4 OF THE
CITY CODE OF THE CITY OF PENSACOLA, FLORIDA;
PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-1-4 – Compensation of members and president is hereby
repealed in its entirety and shall read as follows:

Sec. 2-1-4. – Reserved ~~Compensation of members and president.~~

(a) ~~The city shall pay to each member of the council, except the president of the city council, \$21,500.00, per year, payable in bi-weekly installments, as compensation for services rendered to the city. The council members shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with city travel and expense reimbursement policies. No member of the council shall receive any monthly compensation or expenses from the city, except as provided herein.~~

(b) ~~The compensation to be paid to the president of the city council shall be \$28,500.00 per year, payable in equal bi-weekly installments as compensation for services rendered to the city. The president shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with city travel and expense reimbursement policies.~~

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 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 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. 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 the 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.

P.O. No. 19-25: AN ORDINANCE REPEALING SECTION 2-1-4 OF THE CITY CODE REGARDING COMPENSATION OF CITY COUNCIL MEMBERS

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):

On November 8, 2022, a referendum was held regarding various adjustments to the City of Pensacola Charter. One of those changes was in regards to the calculation of compensation for City Council Members. Previously, the compensation was set by ordinance for the Council President and Members of Council. With the approval by the voters of the City of Pensacola the compensation will now be calculated annually based on formulas provided by the Florida Legislature's Office of Economic and Demographic Research.

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: Modification of existing fees. 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: Zero

7. Additional information

The passage of this ordinance will maintain compliance with the City of Pensacola Charter as approved by the voters.