

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.
6. SEE ORDERLY CONDUCT OF MEETINGS POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – March 15, 2012 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

2. Invocation – Commissioner Young.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation : That the Board adopt the agenda as prepared **(or duly amended)**.

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

- A. The Proclamation commending and congratulating Election Day Officials for their outstanding service and dedication to the democratic process in our community;
- B. The Proclamation proclaiming April 27, 2012, as "National Small Business Day" in Escambia County;
- C. The Proclamation commending and congratulating Trent Richardson for being named the Pensacola Sports Association's "Amateur Athlete of the Year"; and
- D. The Proclamation commending and congratulating Mr. Derrick Brooks for his induction into the Pensacola Sports Association's Hall of Fame.

7. Written Communication:

- A. February 10, 2012 - Email communication from Wayne Hughes, on behalf of Joseph P. and Joy Lovetto, requesting that the Board forgive a Code Enforcement Lien against property located at 7201 North Palafox Highway.

Recommendation: That the Board review and consider lien relief request made by Mr. Wayne Hughes on behalf of Joseph P. and Joy Lovetto against property located at 7201 N. Palafox Highway.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the following request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Wayne Hughes has no other recourse but to appeal before the Board under Written Communication.

- B. February 21, 2012 - E-mail communication from Bruce Baker, MBA, RE/MAX Infinity, requesting a SHIP offer-in-compromise for property located at 7648 Stagecoach Road owned by Leonard H. Dougherty and Rose A. Dougherty.

8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board adopt an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

10. 5:32 p.m. Public Hearing for the consideration of approving an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board approve an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

11. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held March 8, 2012, recommends that the Board take the following action:

A. Direct staff and the Development Services Department to proceed with advertising the Request for Letters of Interest for the Perdido Key Master Plan and, during the same time frame, identify an alternate funding source, for adoption by the Board *(C/W Item 4)*;

B. Approve proceeding into a final lease agreement with the Perdido Methodist Church for an Escambia County Skate Park, with the agreement to include a 30-day "out clause" that will allow the County to terminate the agreement if the County's costs increase *(C/W Item 6)*;

C. Authorize the scheduling and advertising of a Public Hearing *(for April 5, 2012, at 5:31 p.m.)* for consideration of adopting an Ordinance designating the Seal *(Logo approved by the Board on August 27, 1985)*, which depicts the Blue Angels flying over the Gulf of Mexico, as the Official Seal of Escambia County, Florida *(C/W Item 8)*;

D. Authorize the scheduling and advertising of a Public Hearing *(for April 5, 2012, at 5:32 p.m.)* for consideration of adopting an Ordinance repealing Ordinance 90-22, relating to Fortune Tellers, Clairvoyants, etc. *(C/W Item 9)*; and

E. Authorize the scheduling and advertising of a Public Hearing *(for April 5, 2012, at 5:33 p.m.)* for consideration of adopting an Ordinance amending the Santa Rosa Island Non Ad Valorem Special Assessment Ordinance *(Part I, Chapter 46, Section 46-214, of the Escambia County Code of Ordinances)*, providing for the authority to waive penalties and interest accrued on delinquent annual assessments *(C/W Item 10)*.

12. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Escambia County Governmental Complex, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditure for Pay Date March 2, 2012, in the amount of \$2,061,852.30;

B. The following two Disbursement of Funds:

(1) February 23, 2012, to February 29, 2012, in the amount of \$2,303,597.12; and

(2) March 1, 2012, to March 7, 2012, in the amount of \$13,021,672.17;

C. Tourist Development Tax Collections Data for the January 2012 returns received in the month of February 2012; this is the fifth month of collection in Fiscal Year 2012, and the total collected for the month of January 2012 was \$267,790, which is a 4.46% increase over collections during January 2011; budgeted revenues for the first five months, or 41.67%, of the Fiscal Year, are \$2,264,063, while actual Fiscal Year-to-Date collections are \$1,741,424;

D. Investment Report for the month ended February 29, 2012; and
(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

E. Two Budget Comparison Reports as of February 29, 2012.
(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

2. Recommendation Concerning Comprehensive Annual Financial Report Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended September 30, 2011, as prepared by the Finance Department of the Clerk of the Circuit Court and Comptroller's Office, and audited by Warren Averett O'Sullivan Creel Division, Certified Public Accountants and Consultants.

3. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following four documents provided to the Clerk to the Board's Office:

A. The recorded Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement for Eugene S. Kerr, for property located at 1002 North Navy Boulevard, as approved by the Board on June 16, 2011, and recorded in Official Records Book 6822, Pages 1900 and 1901, on February 23, 2012;

B. The recorded Escambia County Community Redevelopment Agency Residential Rehab Grant Program Lien Agreement for Debra Russell, for property located at 2324 West Avery Street, as approved by the Board on July 21, 2011, and recorded in Official Records Book 6822, Pages 1902 and 1903, on February 23, 2012;

C. The replacement *Lake Stone Campground Rules and Regulations - Section I, Part D.3.D*, of the Board's Policy Manual, which was erroneously entitled *Part D.3.C* when the Policy was adopted by the Board on July 19, 2007, as provided to the Clerk to the Board's Office on February 21, 2012, via email; and

D. The *Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2011 and 2010*, as provided by Paula G. Drummond, Executive Director/Counsel, Health Facilities Authority, and received in the Clerk to the Board's Office on March 2, 2012.

4. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 1, 2012; and

B. Approve the Minutes of the Regular Board Meeting held March 1, 2012.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Bridlewood Permit #06090161

That the Board take the following actions concerning the recording of the Final Plat of Bridlewood, (a 122 lot single family residential subdivision), located in the Beulah Community on Mobile Highway. Owned and developed by Mobile Highway Pensacola, LLC. and Advantage Homes, Inc. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Steeplechase Boulevard, Blackhorse Circle, Single Trace and Paddock Way";

C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement without Surety.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Policy for Disposition of County Surplus Property - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the revised Procedures for Disposition of County Property Policy, Section II, Part B.1, of the Board of County Commissioners Policy Manual, to allow for the centralization of the processes to maximize efficiency and to increase the return to the County.

2. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form noting the reason for disposal.

3. Recommendation Concerning the Request for Disposition of Property for the Development Services Department - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department, Planning and Zoning Division, for property which is described and listed on the Form for the reason stated, with the item to be disposed of as indicated.

4. Recommendation Concerning Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Wedding Reception to be Held at the Pensacola Country Club - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time from 7:00 p.m., to 11:00 p.m., for an outdoor wedding reception, to be held at the Pensacola Country Club on Saturday, May 12, 2012.

5. Recommendation Concerning Limited Waiver of the Escambia County Noise Abatement Ordinance for the SRIA Bonfire Jam Beach Concert to be held at the Casino Beach Boardwalk - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to 11:30 p.m., for the outdoor Bonfire Jam Beach Concert, sponsored by the Santa Rosa Island Authority (SRIA) and the Joe Lewis Co., at the Casino Beach Boardwalk on Saturday, May 12, 2012, from 11:30 a.m., to 11:30 p.m.

6. Recommendation Concerning a Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form, indicating three items to be properly disposed of, which are described and listed on the Request Form, with reasons for disposition stated.

The surplus property listed on the Request for Disposition of Property Form has been checked and declared surplus, to be sold or disposed of as listed on the supporting documentation. The Request Form has been signed by all applicable authorities, including the Division Manager as designee for the Department Director, and the County Administrator.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #092 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #092, Local Option Sales Tax III Fund (352) in the amount of \$499,915, to recognize proceeds from a Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for the design of roadway improvements on State Road 10 (Nine Mile Road).

2. Recommendation Concerning Supplemental Budget Amendment #093 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #093, Other Grants and Projects Fund (110) in the amount of \$5,850, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Citizen Corps Project.

3. Recommendation Concerning Rescinding the Board's Action of January 19, 2012, and Conveying the Real Property Located at 205 East Hatton Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 205 East Hatton Street:

A. Rescind the Board's action of January 19, 2012, taking the following action concerning the surplus and sale of real property located at 205 East Hatton Street that has escheated to the County:

1. Declaring surplus the Board's real property, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,979, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

3. Authorizing the Chairman to sign all documents related to the sale;

B. Declare surplus the Board's real property located 205 East Hatton Street, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;

C. Adopt the Resolution authorizing the conveyance of real property to Pensacola Habitat for Humanity, Inc.;

D. Approve the sale price of \$3,979 for the 205 East Hatton Street property;

E. Acknowledge that Pensacola Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

F. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

G. Authorize the Chairman to execute the Resolution and all documents related to the sale.

4. Recommendation Concerning Railroad Reimbursement Agreements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Railroad Reimbursement Agreements between the State of Florida Department of Transportation (FDOT), Alabama Gulf Coast Railway, LLC (AGCR), and Escambia County Board of County Commissioners:

A. Adopt the Resolutions authorizing execution of the Agreements;

B. Approve the Railroad Reimbursement Agreements for the installation and future maintenance of the following 20 AGCR automatic grade crossing signals; and

<u>Road Name</u>	<u>Crossing #</u>	<u>FPN #</u>	<u>Annual Maintenance (County's Portion)</u>
9 1/2 Mile Road	663243H	42931115701	\$1,701
Andrews Street	663341Y	42931115701	\$1,701
Archer Road	663233C	42931115701	\$1,701
Bobbe Street	663261F	42931115701	\$1,701
County Road 97	663223W	42931125701	\$1,701
County Road 99	663217T	42931115701	\$1,701
Detroit Boulevard	663246D	42931125701	\$1,701
Diamond Dairy Road	663252G	42931115701	\$1,701
Hannah Street	663245W	42931115701	\$1,701
Hope Drive	663248S	42931115701	\$1,701
Jackson Street	663263U	42931125701	\$1,701
Lewis Street	663227Y	42931125701	\$1,701
Market Street	663340S	42931115701	\$1,701
Meadows Road	663200P	42931115701	\$1,701
North "S" Street	663342F	42931115701	\$1,701
North "W" Street	663266P	42930915701	\$1,701
Pinestead Road	663253N	42931115701	\$1,701
Tate Road	663232V	42931115701	\$1,701
Tate School Road	663234J	42931115701	\$1,701
Ten Mile Road	663242B	42931125701	\$1,701

C. Authorize the Chairman to sign/initial the Agreements and Resolutions as required.

[Funding: Fund 175, Transportation Trust Fund, Account 211201/54601]

The State of Florida Department of Transportation (FDOT) is responsible for

railway safety at all public crossings throughout the state of Florida. FDOT will fund the improvements to be performed by AGCR as stated in the Agreement. The Agreements further state that Escambia County and AGCR will equally share the annual maintenance costs associated with the grade crossing signals. This is a standard Agreement FDOT uses for all railroad crossing controls on County roads to document the responsibilities for the railroad company, County, and FDOT.

This Agreement supersedes a similar agreement between FDOT, AGCR, and Escambia County. Both Agreements base the annual maintenance cost on a Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices that is reviewed every five years and is adjusted as appropriate by FDOT based on the Consumer Price Index.

5. Recommendation Concerning SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning SR (State Road) 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29):

A. Approve the Local Agency Program Agreement (LAP) between the State of Florida Department of Transportation and Escambia County, Financial Project Number 218605-2-38-02, in the amount of \$499,915, for the SR 10 (U.S. 90/Nine Mile Road) Roadway Improvement Project;

B. Adopt the Resolution authorizing the Chairman to sign the LAP between the State of Florida Department of Transportation and Escambia County;

C. Authorize the Chairman to sign the Agreement and the Resolution and any subsequent documents relating to the LAP; and

D. Approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Infrastructure Branch/Engineering Division
Type:	Addition
Amount:	\$1,514,037.15
Vendor:	Dyer, Riddle, Mills & Precourt, Inc. (DRMP)
Project Name:	SR 10 (U.S. 90/Nine Mile Road) from SR 297 (Pine Forest Road) to SR 95 (U.S. 29)
Contract:	PD 08-09.100, "Project Development and Environmental (PD&E) Update and Re-evaluation for SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29)"
PO No.:	100744
CO No.:	2
Original Award Amount:	\$ 650,000.00
Cumulative Amount of Change Orders through this CO:	\$1,514,037.15
New Contract Total:	\$2,164,037.15

The Local Agency Program Agreement (LAP) developed by the Florida Department of Transportation (FDOT) specifies that a Resolution be adopted authorizing the Chairman to sign the Agreement. FDOT and Escambia County have identified the need for roadway improvements on SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29). Escambia County agrees to provide a portion of the design cost and FDOT agrees to provide a portion of the design cost under the LAP and a TRIP Agreement, previously approved by the Board on March 19, 2009. The design cost for this project is \$1,514,037.15; the County's portion is \$364,122.15, and FDOT's portion is \$1,149,915 (\$650,000 for the TRIP funding and \$499,915 for the LAP funding). The County will be required to provide design plans to FDOT for review and coordination. The LAP Agreement between the County and FDOT requires that the design be completed by June 30, 2014.

Meeting in regular session on November 5, 2009, the Board approved awarding a Contract to Dyer, Riddle, Mills & Precourt, Inc. (DRMP), on Contract PD 08-09.100, "SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29)". The PD&E Phase of this project required re-evaluation and engineering services necessary to determine if there was a need to modify the project and to evaluate changes in impact, including consideration of all social, economic, environmental effects, and mitigation required by the Federal Highway Administration (FHWA). At the conclusion of the PD&E Phase, the Contract stated that the Consultant shall prepare the scope of services for the Design Phase. This Change Order, Design Phase, will provide final design plans, including all necessary surveys, investigations, and coordination for the project design. The fees for the Design Phase were negotiated in accordance with the terms detailed in this Contract, Section 5, Method of Compensation, at compensation determined to be fair, competitive and reasonable, considering the scope and complexity of the project and consistent with TRIP and LAP funds. A complete Design Scope of Services, dated February 1, 2012, is attached.

Change Order 1 was for time only.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0165, \$364,122.15; Fund 352 "LOST III", Cost Center to be determined, \$499,915; and Fund 110 "Other Grants and Projects", Cost Center 210513, Object Code 56301, \$650,000]

6. Recommendation Concerning Change Order to Hatch Mott MacDonald Florida, LLC, on Contract PD 02-03.79 "Continuing Bridge Engineering and Inspection Services for Escambia County" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$40,000.00
Vendor:	Hatch Mott MacDonald Florida, LLC
Project Name:	Continuing Bridge Engineering and Inspection Services
Contract:	PD 02-03.79 "Continuing Bridge Engineering and Inspection Services for Escambia County"
PO No.:	111419
CO No.:	2
Original Award Amount:	\$45,000.00
Cumulative Amount of Change Orders through this CO:	\$40,000.00
New Contract Total:	\$85,000.00

On July 28, 2011, a Task Order was issued to Hatch Mott MacDonald Florida, LLC, on Contract PD 02-03.79 for "Continuing Bridge Engineering and Inspection Services for Escambia County", to assist Escambia County in establishing a Bridge Management System which includes engineering inspection and database management services. Change Order #1 changed the Task Order from a Lump Sum Contract to a Not-To-Exceed Contract. With this Change Order, the engineer will re-prioritize the bridge inventory, reassess renovation needs, design a County short-span bridge replacement standard and perform other tasks as needed. This is a continuing contract that will require Change Orders as bridge prioritization and renovation needs arise.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #09EN0235]

7. Recommendation Concerning Issuance of a Purchase Order to Roads, Inc., of NWF, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011", to provide hot mix asphalt to Escambia County for use in the Hot-in-Place Recycling Program.

[Funding Source: Fund 352, "LOST III" Account 210107/56301, Project No. 08EN0208 "Resurfacing"]

This Purchase Order will allow the Roads Division of the Public Works Department to obtain asphalt from Roads, Inc., of NWF, for use in the Hot-In-Place Recycling Program.

8. Recommendation Concerning the Hot-in-Place Asphalt Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Hot-in-Place Asphalt Project:

A. Authorize the County to piggyback off the Agreement between the City of Palm Bay and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project RFP #48-0-2011/SB, for an amount not to exceed \$372,301.62, in accordance with Escambia County Code of Ordinances, Chapter 46-44, Applications and Exemptions, and Section 46-84, Board approval; and

B. Award a Contract to Cutler Repaving, Inc., for repaving portions of Charbar Drive, Marlane Road, Clara Street, Memphis Avenue, Leonard Street, 12th Avenue, and Tippin Avenue.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project No. 08EN0208, "Resurfacing"]

On October 18, 2011, the City of Palm Bay approved the award of RFP (Request for Proposal) #48-0-2011/SB to Cutler Repaving, Inc., as per the unit pricing submitted in their bid response, section of bid prices, and the terms and conditions of the bid specifications.

9. Recommendation Concerning the Application for Transportation Enhancement Program Funding for Massachusetts Avenue Pedestrian Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding funding for Massachusetts Avenue Pedestrian Sidewalks:

A. Approve submittal of an Application for Transportation Enhancement Program funds to construct sidewalks along Massachusetts Avenue from, "W" Street to Mobile Highway; and

B. Adopt a Resolution in support of an Application for Transportation Enhancement Program Projects for pedestrian sidewalks on Massachusetts Avenue.

Pedestrian sidewalks are an integral part of the Florida-Alabama Transportation Planning Organization (TPO) Bicycle/Pedestrian Plan. Federal funds to design and construct sidewalk projects are available through a competitive application process, and the Application Package requires BCC (Board of County Commissioners) approval of and a Resolution supporting the project.

The TPO meets later this year to review the Applications for funding and to prioritize the project submitted. The higher a project is ranked by the TPO, the more likely it is that the project will be selected to receive Federal and/or State funding.

This proposed project would construct new sidewalks along Massachusetts Avenue, from "W" Street to Mobile Highway, for a total of 2.5 miles.

10. Recommendation Concerning the Application for Transportation Enhancement Program Funding for Michigan Avenue and Saufley Field Road Pedestrian Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding Michigan Avenue and Saufley Field Road Pedestrian Sidewalks:

A. Approve re-submittal of an Application for Transportation Enhancement Program funds to complete sidewalks along Michigan Avenue (State Road 296) and Saufley Field Road (County Road 296), from Denver Avenue to N.A.S. Saufley Field, for a total of 1.87 miles; and

B. Adopt a Resolution in support of an Application for Transportation Enhancement Projects for pedestrian sidewalks on Michigan Avenue and Saufley Field Road.

Pedestrian sidewalks are an integral part of the Florida-Alabama Transportation Planning Organization (TPO) Bicycle/Pedestrian Plan. Federal funds to design and construct sidewalk projects are available through a competitive application process, and the Application Package requires BCC (Board of County Commissioners) approval of and a Resolution supporting the project.

The TPO meets later this year to review the Applications for funding and to prioritize the projects submitted. The higher a project is ranked by the TPO, the more likely it is that the project will be selected to receive Federal and/or State funding.

This proposed project would construct new sidewalks along Michigan Avenue and Saufley Field Road, from Denver Avenue to N.A.S. Saufley Field, for a total of 1.87 miles.

11. Recommendation Concerning Street Name Approval of "Jalyn Road"- T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the street name "Jalyn Road", for an un-named County road running north off of the 200 Block of Kenmore Road and 670 feet west of Tiki Lane. Sixty-three percent of the property owners signed the Petition. This street is in Commission District 3.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

12. Recommendation Concerning an Interlocal Agreement with the City of Pensacola for CDBG Assisted Demolition/Clearance of Old Blount School Property - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement with the City of Pensacola providing Community Development Block Grant (CDBG) support for Demolition/Clearance of Old Blount School property:

A. Approve an Interlocal Agreement with the City of Pensacola committing \$130,000 toward the total cost for demolition/clearance of the deteriorated Old Blount School buildings located at 113 North "C" Street to prepare the property for future redevelopment; and

B. Authorize the Chairman to execute the Interlocal Agreement and the County Administrator and/or Chairman, as appropriate, to execute all related forms and any other documents as may be required to fully implement the Project jointly with the City of Pensacola.

[Funding: Fund 129/2009 CDBG, Cost Center 220410]

13. Recommendation Concerning Assistance to Firefighters Grant Award, Grant No. EMW-2011-FO-09461 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Federal Emergency Management Agency (FEMA) Fiscal Year 2011 Assistance to Firefighters Grant Award, Grant Number EMW-2011-FO-09461, for the period January 27, 2012, through January 26, 2013, for the purchase of five 12-lead biphasic monitor/defibrillators for the Advanced Life Support (ALS) Engine Companies in the Escambia County Fire Rescue Division:

A. Ratify the Assistance to Firefighters Grant (AFG) Application, electronically submitted September 23, 2011;

B. Accept the Grant Award, in the amount of \$122,320, with a County match of \$30,580; and

C. Authorize the Escambia County Fire Services Manager to electronically sign the FEMA Obligating Document for Award to accept the award through the AFG on-line system.

[Funding Source: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Pd]

14. Recommendation Concerning Approval of the Purchase of Microsoft SQL Server Enterprise - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of Microsoft SQL Server Enterprise from SHI International Corp, in the amount of \$60,115.94, based on the piggyback Florida State Contract #255-001-01-01. The funds are available in the current budget, General Fund 001, Cost Center 270102, Object Code 56801.

13. Items added to the agenda.
14. Announcements.
15. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2286

Proclamations 6.

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: Adoption of Proclamations

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

- A. The Proclamation commending and congratulating Election Day Officials for their outstanding service and dedication to the democratic process in our community;
- B. The Proclamation proclaiming April 27, 2012, as "National Small Business Day" in Escambia County;
- C. The Proclamation commending and congratulating Trent Richardson for being named the Pensacola Sports Association's "Amateur Athlete of the Year"; and
- D. The Proclamation commending and congratulating Mr. Derrick Brooks for his induction into the Pensacola Sports Association's Hall of Fame.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, nearly 800 Election Day Officials, also known as poll workers, were trained in policies, procedures, and voting equipment operations in Escambia County; and

WHEREAS, these citizens managed four early-voting locations throughout the County for more than a week; and

WHEREAS, poll workers effectively served up to 14 or more hours on Election Day for the 2012 Presidential Preference Primary at 90 precincts throughout Escambia County; and

WHEREAS, due to the vital importance of local, State and Federal elections, even more individuals will serve our community for the August Primary and November General Elections; and

WHEREAS, Escambia County's Election Day Officials are among the tens of thousands from across the State of Florida working together to ensure fair and accurate elections for their fellow citizens; and

WHEREAS, Supervisors of Elections have relied on these officials for many years to serve as ambassadors for the elections office and to administer elections with integrity.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates Election Day Officials for their outstanding service and dedication to the democratic process in our community.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV, Chairman
District Four

Kevin W. White, District Five

ATTEST: **Ernie Lee Magaha**
 Clerk of the Circuit Court

Deputy Clerk

Adopted: March 15, 2012

PROCLAMATION

WHEREAS, small business owners, working long hours, juggling family and career responsibilities, and serving as community volunteers, are integral to our country's prosperity and to the vibrancy of our communities; and

WHEREAS, through the opportunities offered by the men and women who own and operate our Nation's small businesses, many of our citizens are able to pursue their dreams of a better life; and

WHEREAS, home-based businesses make up almost 25 percent of the economy; and

WHEREAS, The Pensacola Small Business Exchange is a collective of several small businesses that have made a commitment to help reshape the community by education, celebration, and rebuilding small businesses; and

WHEREAS, The Pensacola Small Business Exchange's goal is to show the community the importance and wealth a small business can bring to it; and

WHEREAS, The Pensacola Small Business Exchange is hosting an Expo at the University of West Florida on April 27-28, 2012.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim April 27, 2012, to be

"NATIONAL SMALL BUSINESS DAY"

in Escambia County and encourages all citizens to recognize the positive impact on our economy and the invaluable services provided by small businesses in our community.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV, Chairman
District Four

Kevin W. White, District Five

ATTEST: **Ernie Lee Magaha**
 Clerk of the Circuit Court

Deputy Clerk

Adopted: March 15, 2012

PROCLAMATION

WHEREAS, Trent Richardson was born July 10, 1990, in Pensacola, Florida, and graduated from Escambia High School; and

WHEREAS, in a game against Milton High in September 2008, Mr. Richardson rushed for 419 yards on 29 carries and scored 6 touchdowns, which earned him a selection as the first ESPN RISE National Football Player of the Week; and

WHEREAS, Mr. Richardson played football at the University of Alabama; and

WHEREAS, during his three-year tenure at the University of Alabama, Mr. Richardson helped lead Alabama to two Bowl Championship Series National Championships and one Southeastern Conference Championship; and

WHEREAS, for the 2011 season, Mr. Richardson had 21 touchdowns and 1,679 rushing yards, breaking Mark Ingram's record for most rushing yards in a season; and

WHEREAS, Mr. Richardson was a consensus All-American, Doak Walker Award Winner, and a Heisman Trophy finalist in 2011.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, on behalf of its citizens, does hereby commend and congratulate Trent Richardson for being named the Pensacola Sports Association's "Amateur Athlete of the Year" and for the role he plays in building character and self-esteem – a role model for young people to emulate.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

*Grover C. Robinson, IV, Chairman
District Four*

Kevin W. White, District Five

ATTEST: *Ernie Lee Magaha
Clerk of the Circuit Court*

Deputy Clerk

Adopted: March 15, 2012

PROCLAMATION

WHEREAS, Derrick Brooks is a native of Pensacola, a former graduate of Booker T. Washington High School, and graduate of Florida State University (FSU), with a Bachelor of Arts Degree in Business Communications. In 2007, Mr. Brooks went back to FSU and earned a Masters Degree in the same subject; and

WHEREAS, Mr. Brooks has long been one of the most respected players in the National Football League (NFL). He is a former player and was a long-time leader of the Tampa Bay Buccaneers, and was one of the NFL's best linebackers; and

WHEREAS, Mr. Brooks is just the fifth player in NFL history whose career accomplishments include ten consecutive Pro Bowl Appearances, AP Defensive Player of the Year honors, and a Super Bowl Championship; and

WHEREAS, in April of 2011, Mr. Brooks was named as President/Owner of the Tampa Bay Storm, a professional Arena Football team; and

WHEREAS, Mr. Brooks is also recognized for his leadership and selfless work in the community. His foundation, Derrick Brooks Charities, Inc., has positively impacted the lives of countless youths in the Tampa Bay area. The Brooks-DeBartolo Collegiate High School, a public charter school, was founded upon the belief that, given the necessary resources and opportunities, every child has the potential to realize his or her dream.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, on behalf of its citizens, does hereby commend and congratulate Mr. Derrick Brooks for his induction into the Pensacola Sports Association's Hall of Fame.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

Deputy Clerk

Adopted: March 15, 2012



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2219

Written Communication 7.

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: Environmental (Code) Enforcement Lien Relief – 7201 N. Palafox Highway

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

Information

RECOMMENDATION:

February 10, 2012 - Email communication from Wayne Hughes, on behalf of Joseph P. and Joy Lovetto, requesting that the Board forgive a Code Enforcement Lien against property located at 7201 North Palafox Highway.

Recommendation: That the Board review and consider lien relief request made by Mr. Wayne Hughes on behalf of Joseph P. and Joy Lovetto against property located at 7201 N. Palafox Highway.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the following request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Wayne Hughes has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

May 7, 2007 Received complaint for overgrowth, trash and debris, inoperable vehicles and possible zoning violation. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

Notice of violation received but unable to read signature.

May 22, 2007 Reinspection conducted violations remain.

Title search requested on May 23, 2007.

Reinspection conducted on June 7, 2007. Some overgrowth cut and some trash removed.

Zoning violation remains.

June 8, 2007 Request Special Magistrate.

July 26, 2007 Hearing held. Order awarded to county.

Received another complaint. New officer assigned to case. Officer issued Dale Register a notice of violation for zoning violations, inoperable vehicles, trash, debris and overgrowth.

Due to owner's concerns about not having notice of first hearing a new hearing was requested. Hearing was scheduled for 01/12/10.

Notice of Hearing sent to owner both regular and certified mail. Letter returned marked "Unclaimed".

On December 15, 2009 Officer faxed section of ordinance and message to owner concerning the date and time of the hearing.

January 12, 2010 Continuance Order issued. New hearing date set for 02/09/10. Owner received a copy of the continuance order mailed certified mail. Continuance granted to allow owner to gather proof/information.

February 9, 2010 County requested dismissal of original order and asked for new order. Special Magistrate issued new order, awarded county court cost of \$1,100.00, daily fines of \$50.00. Copy of order sent to owner both regular and certified mail.

February 12, 2010 Received letter from Dale Register "Requesting to file an appeal concerning the order". Cheri Cook contacted Mr. Register to advise him to file his appeal with the Escambia County Circuit Court.

May 11, 2010 Affidavit of Non-Compliance was completed by officer. Letter of Non-compliance mailed to owner both regular and certified mail.

Received another letter from owner. Again he stated he wanted to appeal the Special Magistrate Order. He stated he mail the appeal to the Circuit Court but did not hearing back from court. He failed to pay the filing fees.

January 25, 2011 Officer Reber and I met with Mr. Register concerning non-compliance. He had questions about the order which I forwarded to the Special Magistrate. Special Magistrates response was "Order stands as written".

Mr. Wayne Hughes contacted out officer concerning the Special Magistrate Order for the new owners. (Property was foreclosed on by prior owner). New owners abated all violations and fines were stopped as of 11/30/11. Affidavit of Compliance was completed.

December 6, 2011 Received letter from Wayne Hughes requesting Lien Forgiveness. Mr. Hughes was scheduled to appear before the Special Magistrate to request relief. This process was used because Environmental Enforcement had yet to do the Certification of Cost. Special Magistrate heard his request and suggested he appear before the Board to request relief.

February 10, 2012 Received an e-mail from Mr. Hughes requesting to appear before the Board.

Attached is a copy of his letter along with the bullets from the case.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily fines: \$28,300.00

TOTAL \$29,400.00

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

7201 N. Palafox Highway

Sandra F Slay

From: wayne hughes [owhmail@yahoo.com]
Sent: Friday, February 10, 2012 10:32 AM
To: Sandra F Slay
Subject: Property 7201 North Palafox Street Code Violation

Thanks again for your help with the environmental code violation pertaining to 7201 North Palafox Street. As you are aware the violation occurred while the property was owned by Advanced Realty Concepts (ie" Mr. Dale Register) and has since been deeded back to the mortgage holders (Joseph P. Lovetto and Joy Lovetto) due to default on payments by Mr. Register.

With your assistance we went before the Special Magistrate on 01/31/12 to ask for "fine reduction /forgiveness" on the violation which occurred before the Lovettos were involved.

The Magistrate was informed that:

1. The violation fines began on 05/12/10 but that it was not until Sept. 2011 that the property mortgage holders were aware of it. It was discovered as the Lovettos were seeking to recover the property for default of payment and had a title search done by Attorney Margaret Stopp
2. We immediately contacted the "Office of Environmental Enforcement" and got in touch with Officer Reber who met with me at the property to discuss the violation and see what had to be done.
3. While the property was being voluntarily returned to the Lovettos by Mr. Register, their hands were tied in being able to do anything about the violation as it involved the removal of real property (cars & boats) and they did not as yet have deeded ownership.
4. The property was deeded back to the Lovettos on 11/10/11 at which time pressure was applied to have the property cleared. This was accomplished in less than three weeks resulting in compliance by of 11/30/11.
5. With these facts, what more could the Lovettos have done?

While sympathetic to our cause, the Magistrate informed us that it was beyond his authority to forgive the violation and that all he could do was issue the order for the violation to be paid. It was the Magistrates recommendation that we go before the County Commissioners as only they could forgive the debt.

All this being said, we are seeking your assistance in getting a hearing before the County Commissioners to plead our case. Thanks for all your help. Sincerely,
Wayne Hughes.



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 7201 N. Palafox Street
Property Owner: Advanced Realty Concepts, Inc., Dale Register
Original Complaint: Overgrowth, trash, debris, inoperable vehicles and zoning violation
EE Case #: CE 07050182

- 05/07/07** Received complaint for overgrowth, trash and debris, inoperable vehicles and possible zoning violation. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 05/08/07** Notice of violation received but unable to read signature.
- 05/22/07** Violations remain.
- 05/23/07** Title search requested.
- 06/07/07** Some overgrowth cut and some trash removed. Zoning violation remains.
- 06/08/07** Request Special Magistrate.
- 07/26/07** Hearing held. Order awarded to county.
- 07/14/09** Received another complaint. New officer assigned to case. Officer issued Dale Register a notice of violation for zoning violations, inoperable vehicles, trash, debris and overgrowth.
- 07/14/09** Due to owner's concerns about not having notice of first hearing a new hearing was requested. Hearing was scheduled for 01/12/10.
- 12/2009** Notice of Hearing sent to owner both regular and certified mail. Letter returned marked "Unclaimed".
- 12/15/09** Officer faxed section of ordinance and message to owner concerning the date and time of the hearing.
- 01/12/10** Continuance Order issued. New hearing date set for 02/09/10. Owner received a copy of the continuance order mailed certified mail. Continuance granted to allow owner to gather proof/information.

- 02/09/10 County requested dismissal of original order and asked for new order. Special Magistrate issued new order, awarded county court cost of \$1,100.00, daily fines of \$50.00. Copy of order sent to owner both regular and certified mail.
- 02/11/10 Received letter from Dale Register "Requesting to file an appeal concerning the order". Cheri Cook contacted Mr. Register to advise him to file his appeal with the Escambia County Circuit Court.
- 05/11/10 Affidavit of Non-Compliance was completed by officer. Letter of Non-compliance mailed to owner both regular and certified mail.
- 06/09/10 Received another letter from owner. Again he stated he wanted to appeal the Special Magistrate Order. He stated he mail the appeal to the Circuit Court but did not hearing back from court. He failed to pay the filing fees.
- 01/25/11 Officer Reber and I met with Mr. Register concerning non-compliance. He had questions about the order which I forwarded to the Special Magistrate. Special Magistrates response was "Order stands as written".
- 11/2011 Ms. Wayne Hughes contacted out officer concerning the Special Magistrate Order for the new owners. (Property was foreclosed on by prior owner). New owners abated all violations and fines were stopped as of 11/30/11. Affidavit of Compliance was completed.
- 12/06/11 Received letter from Wayne Hughes requesting Lien Forgiveness. Mr. Hughes was scheduled to appear before the Special Magistrate to request relief. This process was used because Environmental Enforcement had yet to do the Certification of Cost. Special Magistrate heard his request and suggested he appear before the Board to request relief.
- 02/10/12 Received an e-mail from Mr. Hughes requesting to appear before the Board.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Daily fines (05/12/10-11/30/11 @ \$50.00 per day)	\$28,300.00
TOTAL	\$29,400.00

This amount does not include the Clerk's recording fees or interest.

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 07-05-0182
Location: 7201 N Palafox Hwy
PR# 211S301101027007

Joseph & Joy Lovetto
8418 Klondike Rd
Pensacola, FL 32526

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of February 11, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (c), (d), 6.05.12, and 9.05.00.

THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated February 11, 2010.

Itemized	Cost
a. Fines (\$50.00 per day 5/12/10 – 11/29/11)	\$28, 300.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 0.00
Total:	\$ 29,400.00

DONE AND ORDERED at Escambia County, Florida on this 3/15 day of January, 2012.

Special Magistrate
Office of Environmental Enforcement

**THE OFFICE OF ENVIRONMENTAL CODE ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

v.

**Advanced Realty Concepts Inc.
5444 Oakmont Drive
Milton, Florida 32571**

CASE NO.: 07-05-0182

Location: 7201 N. Palafox Hwy

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida

By: 
Date: 3/3/10



ORDER

Pursuant to Chapter 30, Article II, Section 30-34, Escambia County Code of Ordinances, this matter, after written notice to all parties, was heard on February 11, 2010, before Robert O. Beasley, Special Master, Office of Code Enforcement Special Master, upon an alleged violation of the Ordinances of Escambia County, State of Florida. At the hearing the County presented the testimony of Officers Glenda Ruston and Deborah Vallia. For the Respondent Mr. Dale Register testified and provided documents and photographs.

I. Statement of the Case

The matter came to hearing upon a Notice of Violation issued July 14, 2009. The alleged violations of the Land Development Code include: Sec. 42-196(a)(nuisance conditions); 42-196(b)(Trash & Debris); Sec. 42-196(c)(inoperable vehicles); Sec. 42-196(d)(overgrowth); 6.05.12 (R5 one family and two family district) and Sec. 9.05.00. There was an Order issued on similar violations dated July 26, 2007. After some input from the Office of County Attorney I determined that I lack the jurisdiction to reconsider or reverse this prior Order. As such, I will only consider the facts and evidence related to the current Notice of Violation. This matter was continued from the hearing date of January 12, 2010 to allow the Respondent an opportunity to

gather information related to any pre-existing nonconforming use.

II. Analysis and Findings

After a review of the evidence and relevant legal authority the undersigned makes the following findings:

The Respondent produced Department of Transportation right of way surveys and maps dated June 1993, November 1993, May 1996 and February 1997 which show the subject property as being an automotive sales business. In most of these drawings the cars for sale on the lot are illustrated. In addition, the Respondent produced a lease with McVay Motors from the prior property owner and a statement from Wayne Hughes regarding the fact that McVay Motors Inc. was operating on the property as a car lot from 1987 to 2004. The County produced photographs of the property and archived aerial images from 1999, 2003 and 2004. The aerial images all depicted vehicles on the property, although of varying types and quantities. The vehicles appear to be positioned along the road front as if they were for sale.

The County photographs also depicted overgrowth and trash and debris in various areas of the property in addition to two sailboats and one partially demolished sailboat. According to the Respondent the two intact sailboats are for sale while the partial sailboat has been sold to a person who refuses to claim or remove the vessel. The trash and debris and the partially demolished sailboat are a nuisance condition.

There was no evidence to contradict the position of the Respondent that the property has been used continuously as an automotive repair and sales business for a date which pre-dates the enactment of the Land Development Code. While there was some indication that this use was not continuous and uninterrupted in its present form, there was no evidence to suggest that the use had been abandoned or discontinued for a period even approaching the three hundred and sixty

five (365) days required by Section 9.05.00, LDC. It is therefore conclusively established by the Respondent that this property has been used for automobile sales and repair for a period in excess of twenty (20) years. However, it appears that the nonconforming use has been improperly expanded in violation of Section, 9.02.00, LDC. Section 9.02.00(A) specifically limits the nonconforming use exception to "the specific land or structure that was actually and directly occupied by such use on the effective date of this code." There is no evidence to suggest that the sale of boats or storage of wrecked cars or boats was an activity conducted on the property for any part of the prior twenty years except for the last few years under the ownership of the Respondent.

III. Conclusion.

The use of the property as an automotive repair and sales business is a qualified pre-existing nonconforming use of the subject property. However, that use has been improperly expanded to include the sale of boats and the storage of damaged or partially demolished cars and boats. In addition, the presence of trash, debris and overgrowth are a violation of the current Code. Therefore,

A. Within forty five (45) days from the date of this Order, Respondent is directed to remove all the debris related to the partially demolished boat and the all other boats being stored on the property.

B. The evidence did reveal overgrowth in the area surrounding the stored boats and the demolished boat which is a violation of Sec. 42-196(d)(overgrowth). This overgrowth is to be removed when the boats are removed.

C. The photographic evidence reveals the existence of inoperable vehicles in various stages of repair and wrecked vehicles. While a mechanically inoperable vehicle is allowed on

the property in connection with the pre-existing use of automotive repair, there is no evidence of prior use as a scrap-yard or junkyard. Therefore, no partially destroyed, wrecked or disabled vehicles shall be stored on the property and all such vehicles shall be removed within the time forty five (45) days from the date of this Order.

D. The Respondent shall remove all trash and debris from the property within forty five (45) days from the date of this Order. Equipment related to the repair of automobiles shall be allowed but there shall be no outside storage of materials to include vehicle parts or tires on the property.

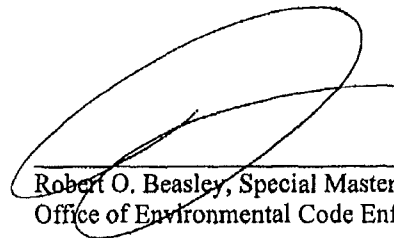
E. Failure to take these measures will result in a fine in the amount of \$50.00 per day, which shall commence on the day after an Affidavit of Non-Compliance is signed by the reviewing Officer after the compliance inspection. This daily fine shall continue until this violation is abated and brought into compliance or until as otherwise provided by law. If the above corrective measures are not made during the time stated, the County may take corrective measures to abate the violations and charge the Respondent accordingly. Cost in the amount of \$1,100.00 is awarded in favor of the County for as the prevailing party.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec.30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this Order. All monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the

Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court no later than **30 days** from the date of this Order. Failure to file a timely Written Notice of Appeal will waive your rights to appeal.

DONE and ORDERED at Escambia County, Florida on this 11th day of February, 2010.



Robert O. Beasley, Special Master
Office of Environmental Code Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2308

Written Communication 7. B.

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: SHIP Offer-In-Compromise for Property Located at 7648 Stagecoach Road
Owned by Leonard H. Dougherty and Rose A. Dougherty

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

February 21, 2012 - E-mail communication from Bruce Baker, MBA, RE/MAX Infinity, requesting a SHIP offer-in-compromise for property located at 7648 Stagecoach Road owned by Leonard H. Dougherty and Rose A. Dougherty.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Written Communication 7648 Stagecoach Road

Shirley L. Gafford

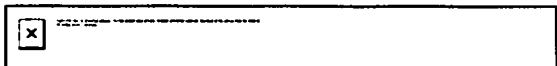
From: Bruce Baker, MBA [bakerssold@aol.com]
Sent: Tuesday, February 21, 2012 12:41 PM
To: Shirley L. Gafford
Cc: Randy Wilkerson; Randy Oliver; Christina K. Schiro; Kristin D. Hual
Subject: Leonard H and Rosa A Dougherty; 7648 Stagecoach Road
Attachments: Dougherty_-_Stagecoach_offer-in-compromise.pdf

Ms Gafford,

Attached, you will find a request for a SHIP offer-in-compromise for the above referenced property. I am the listing agent and we have approval from the first and second mortgages on the property (both subsidiaries of Wells Fargo) to offer the third mortgage (SHIP) an offer-in-compromise of \$500.00 for release of its lien.

I understand the Escambia BCC must approve this offer-in-compromise, however, time is of the essence since Wells has only approved the sale through April 4th 2012 and, once SHIP/Escambia BCC approves the offer-in-compromise, the buyer must still obtain her lender approval and complete her inspections. Is it possible to get this request onto the March 1st agenda?

I've attached the request letter along with the approval from Wells and the documentation concerning the existing SHIP mortgage. Please let me know what else you need from me and whether or not this can be placed onto the March 1st agenda.



Bruce Baker, MBA
RE/MAX Hall-of-Fame member
RE/MAX Infinity
850.449.0365
BakersSOLD@aol.com
PensacolaHomesAndLand.com

-----Original Message-----

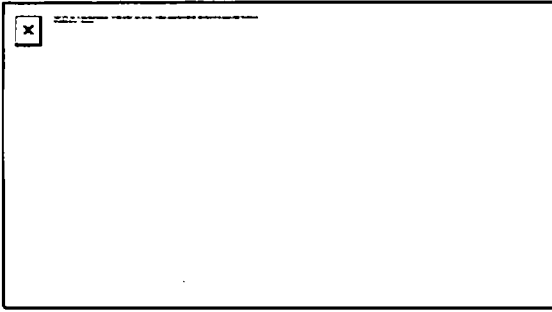
From: Kristin D. Hual <KDHUAL@co.escambia.fl.us>
To: Bruce Baker, MBA <bakerssold@aol.com>
Cc: Shirley L. Gafford <slgaffor@co.escambia.fl.us>; Christina K. Schiro <ckschiro@co.escambia.fl.us>
Sent: Tue, Feb 21, 2012 11:58 am
Subject: RE: Leonard H and Rosa A Dougherty; 7648 Stagecoach Road

The next BCC meeting is on March 1, but I believe the deadline has passed for the agenda. The following meeting will be held on March 15th. I would advise submitting your information as soon as possible. To expedite, you may try submitting your information to Ms. Gafford via e-mail- slgaffor@co.escambia.fl.us

From: Bruce Baker, MBA [<mailto:bakerssold@aol.com>]
Sent: Tuesday, February 21, 2012 11:52 AM
To: Kristin D. Hual
Subject: Re: Leonard H and Rosa A Dougherty; 7648 Stagecoach Road

Kristin,

The approval is only good through April 4th, 2012 and, after SHIP approval, the buyer still has to process her loan and do inspections, so time is of the essence. When is the next BCC meeting and by when does the request have to be received by the board in order to be placed onto the agenda?



Bruce Baker, MBA
RE/MAX Hall-of-Fame member
RE/MAX Infinity
850.449.0365
BakersSOLD@aol.com
PensacolaHomesAndLand.com

-----Original Message-----

From: Kristin D. Hual <KDHUAL@co.escambia.fl.us>

To: BakersSOLD <BakersSOLD@aol.com>

Cc: Randy Wilkerson <wrwilker@co.escambia.fl.us>; Randy Oliver <croliver@co.escambia.fl.us>; Christina K. Schiro <ckschiro@co.escambia.fl.us>

Sent: Tue, Feb 21, 2012 10:42 am

Subject: Leonard H and Rosa A Dougherty; 7648 Stagecoach Road

Mr. Baker:

I received your letter concerning the proposed short sale of the above referenced property.

As you know, under the terms of the SHIP mortgage agreement, the property owner may not sell the property for 5 years, and if sold, the undepreciated portion of the remaining lien amount must be repaid at the closing. The SHIP lien on this property will not expire until 12/2013, and currently totals approximately \$1383.00.

You have indicated, the priority mortgage holder, Wells Fargo has agreed to offer-in-compromise \$500.00 in final settlement of the SHIP lien. Your request, on behalf of Wells Fargo, should be submitted as a written communication to the following address: Escambia County Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32591-1591, Attention: Shirley Gafford. The item will then be placed on the next BCC meeting agenda for the Board's consideration.

If you should have any further questions or concerns, please feel free to contact me.

Thank you-

Kristin Hual

Neighborhood Enterprise Foundation, Inc.

P.O. Box 18178 Pensacola, FL 32523-8178

RE: Offer-in-Compromise – 7648 Stagecoach Rd., Leonard H. Dougherty & Rose A. Dougherty

To Whom It May Concern:

I am the listing agent representing the Dougherty's in the sale of their home located at the above referenced address. The Docherty's have negotiated a short-sale with the first and second mortgage holders (both divisions of Wells Fargo) and have an approval to move forward if NEFI will settle in full and release the third lien for five-hundred and 00/100 dollars (\$500.00) in lieu of the full balance owed NEFI. **Please forward this letter/request to the Escambia County Attorney and Escambia County Commission for a decision.**

At the approved contract price of \$66,000, the first mortgage simply will not allow the third lien to receive more than five-hundred dollars (\$500.00) as a pay-off. In fact, according to the Wells Fargo negotiator, Wells will not allow more than \$500.00 to the third lien unless the contract sales price is above \$70,000. However, the property isn't worth more than \$66,000 in today's market nor is the buyer willing to pay a price above \$66,000 for the property. Further, a property almost identical to the subject property (7512 Stagecoach Rd) closed on August 25, 2011 for only \$50,890. This is, without a doubt, the highest and best sales-price for the subject property.

The current balance is approximately \$1,391.10; however, the balance *depreciates* at a rate of \$2.0548 per day, so the balance due on the approximate closing date of March 30, 2012 will be roughly \$1,298.63. The offer of \$500.00 to settle the debt with NEFI is, in my opinion, a win-win for all involved as NEFI will receive \$500.00 within 45-60 days of approval. However, if this offer-in-compromise is not accepted by NEFI, this sale contract will fall apart because the buyer isn't willing to pay more than \$66,000 nor will the property appraise for more than \$66,000.

If this sale falls through, the most likely scenario is foreclosure since the contract with this buyer is the highest and best offer possible on the property. Foreclosure will likely take twelve to eighteen months to occur, during which time the balance on the NEFI loan will continue to *depreciate* at a rate of \$2.0548 per day. Even if it only takes twelve months for the foreclosure (and assuming NEFI gets paid at all at the time of foreclosure), the depreciated balance twelve months from now will only be about \$625.00. Factoring in the time-value of money, \$500.00 today is certainly worth more than \$625.00 a year from now.

NEFI's obligation is to best protect the tax-payers of Escambia County and the state of Florida. This offer-in-compromise does just that since the tax-payers will receive \$500.00 in the near future instead of, at best, the same amount a year from now and, at worst, zero at the time of foreclosure. Will you please consider approving NEFI's release of the third lien for five-hundred dollars (\$500.00) so this transaction will close and all parties involved, including NEFI, will win!

Respectfully,

Bruce Baker

RE/MAX Infinity

3111 Gulf Bldg, Suite 104

850.449.0365



Neighborhood Enterprise Foundation, Inc.

Post Office Box 18178
Pensacola, Florida 32523-8178
Phone 850-458-0466
FAX/TDD 850-458-0464

Rose & Leonard Dougherty
7648 Stagecoach Rd., Pensacola, FL 32526
ACCT#1218035133

November 3, 2011

Bruce Baker
Rc/Max Infinity
3782 Highway 90
Pace, Florida 32571

Re: Leonard H. Dougherty & Rose A. Dougherty
7648 Stagecoach Road, Pensacola, FL 32526

Dear Mr. Baker:

Per your request, the payoff amount of the lien against the property of Leonard H & Rose A. Dougherty, on November 3, 2011, is \$1,602.74; however, the lien depreciates \$2,0548 per day. Therefore, if the payoff check is prepared after today's date, please subtract \$2,0548 per day (including the day the check is dated) from the above stated payoff amount.

Payoff check must be made payable to SHIP AFFORDABLE HOUSING TRUST. Please forward the payoff check to Neighborhood Enterprise Foundation, Inc., Post Office Box 18178, Pensacola, Florida 32523-8178. If the check will be sent by overnight mail, our office address is 3420 Barrancas Avenue, Pensacola, Florida 32507.

Should you have questions, contact me at 458-0466.

Sincerely,

Derrick Williams
Neighborhood Enterprise Foundation, Inc.

ESCAMBIA/PENSACOLA STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
Implemented By:
West Florida Regional Planning Council
P.O. Box 11399
Pensacola, Florida 32524-1399
Phone: (850) 332-7976
FAX: (850) 637-1931

LIEN AGREEMENT

Applicant Name(s)	Address of Property	Date of Sale or Vacate
<u>Leonard H. Dougherty</u> <u>Rose A Dougherty</u>	7648 Stagecoach Road Pensacola, FL 32526	_____

Total Amount of Lien	(xx) Deferred Payment Grant	_____
<u>\$3,750.00</u>		

Total Amount Due to Date	Book: <u>5551</u>
_____	Page: <u>769</u>
	Tract: <u>36.03</u>

I, the undersigned, owner occupant of said property do hereby agree that I will continue to occupy and maintain the rehabl tated housing unit for at least a five (5) year period from the 23rd Day of December, 2008. I will not sell, transfer ownership, or rent the property to any other person or persons during this five (5) year period. The lien will depreciate at the rate of twenty percent (20%) per year for a period of five (5) years. I understand that this lien will not be subordinated under any circumstances.

If the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust Fund, the undepreciated portion of the total lien amount cited above. If the property is sold, the undepreciated portion shall be paid lump sum from the proceeds of the sale. If the property is rented or transferred to another party, the undepreciated portion shall be considered a loan and a repayment plan will be established. The undepreciated portion to be repaid shall be calculated on a daily rate, based upon the number of days remaining in the five (5) year period, from the date of sale, rental or transfer of said property.

This lien will expire and automatically cancel on the 23rd day of December 2013.

December 23, 2008
Date

Signature: Leonard H. Dougherty
Type/Print Name: Leonard H. Dougherty

December 23, 2008
Date

Signature: Rose A. Dougherty
Type/Print Name: Rose A. Dougherty

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd Day of December, 2008, by Leonard H. Dougherty, who produced Florida Drivers License as Identification and by Rose A. Dougherty, who produced Florida Drivers License as Identification who both did take an oath.

CANDY C. WEISER
Notary Public-State of Florida
My Commission Expires June 28, 2010

Candy C. Weiser
Notary Public - State of Florida

This Instrument Prepared by The West Florida Regional Planning Council, P.O. Box 11399, Pensacola, FL 32524-1399, Phone: (850) 332-7976, as Agent for Escambia County, Florida.



Rose & Leonard Dougherty
7648 Stagecoach Rd., Pensacola, FL 32526
ACCT#014386540313231475

MORTGAGE LOAN PRE-APPROVAL

KELLY A SWIFT
10909 BRIDGE CREEK DR
PENSACOLA, FL 325069570

DATE: 10/27/2011

Dear KELLY A SWIFT,

Navy Federal Credit Union (NFCU) is pleased to advise that based upon the information provided and a review of your credit, you have been pre-approved for a mortgage loan subject to the following terms and conditions:

Sales Price: \$ \$66,000.00 Loan Amount: \$ \$66,000.00

Type of Loan: Conventional Fixed Rate Homebuyer's Choice

1. Final underwriting approval
2. Receipt of a satisfactory appraisal and fully ratified sales contract with all attachments/addendums
3. Standard settlement conditions
4. Standard verification of employment and telephone confirmation of employment.
5. Copy of W-2s for the last two years.
6. Verify liquid assets sufficient to cover the downpayment and closing costs, if applicable, from acceptable sources.
7. Assets totaling \$16,700 must be verified to close.
8. Borrower to provide 2 forms of alternative credit covering most recent 24 months such as car insurance, cellphone, electric or gas bill and others.
9. Subject to satisfactory property and appraisal, to be reviewed prior to settlement, in the amount of \$66,000.00.
10. Most recent bank statements covering a 2 month period - source any/all large deposits.

This pre-approval is good for 60 days from the above date. Any change in the information provided may require a re-evaluation of your loan request.

Please note that loans that require private mortgage insurance are subject to independent approval by the mortgage insurance company.

Navy Federal Credit Union is pleased to provide this service to you. Upon ratification of a sales contract, notify your Loan Officer in order to complete your loan application and make arrangements for settlement.

Sincerely,

Celestino Sy
Employee Mtg/Equity Ln Special
(703)255-7329



February 06, 2012

Loan Number: 106-1218035133
Borrower Name: LEONARD H DOUGHERTY
Property Address: 7648 __ STAGECOACH RD
PENSACOLA, FL 32526

Dear LEONARD H DOUGHERTY

In response to your request for a sale of the above referenced property, for less than the total payoff of the mortgage loan, America's Servicing Company ("ASC") hereby agrees to the short sale between LEONARD H DOUGHERTY, the seller, and KELLY SWIFT, the buyer, and will release its lien, contingent upon the following terms:

1. With a purchase price of \$66,000.00 in which the required minimum net proceeds for loan number 106-1218035133 should be no less than \$58,229.42. The settlement/closing is scheduled on or before 04/04/2012.
2. The approval letter is void after the closing date above. We reserve the right to assess a per diem interest from the original settlement date until the actual settlement date.
3. Buyer(s) and seller(s) cannot be added, removed, changed, or substituted without prior written approval of America's Servicing Company.
4. Any assignment of contract is null and void. Under no circumstances can the contract be assigned.
5. The property is being sold in "As Is" condition. No repairs will be made or paid out of proceeds.
6. The transaction has to be an "Arms Length Transaction". The buyer(s) and seller(s) cannot be related through family or business interest.
7. A copy of the Final HUD1 Settlement Statement must be faxed to ASC within 48 hours of closing. This fax should be sent to 866-231-7960 or emailed to ASCClosingMilwaukee@wellsfargo.com.
Do not close without an approved HUD1 Settlement Statement from ASC.
8. **IN NO EVENT SHALL THE BORROWER RECEIVE ANY FUNDS FROM THE SALE OF THIS PROPERTY.**
Any surplus funds above the agreed upon short sale purchase price at the time of closing is the exclusive property of ASC and shall be made payable to ASC. The borrower(s) also waive their rights to any escrowed funds or refunds from prepaid expenses.

9. The Following items are in agreement to be paid at closing:

(See attached preliminary Final HUD1/netsheet for details)

• 2nd lien-if applicable to receive:	\$3,000.00
• Commission paid to be no more than	\$3,300.00
• Sellers concessions	NA
• Remaining Settlement expense	\$1,470.58
• Borrower Payment	
Cash at Closing	NA
Promissory note	NA
• Other HUD1 Credits	NA

If the closing agent has any knowledge of any sale or transfer of property within 90 days of this transaction, closing agent must immediately notify lender prior to closing, funding and/or recording.

Any additional fees that were not approved on the date of this letter will not be covered by ASC and become the sole responsibility of the agent, buyer(s), and/or seller(s). If sellers concessions are approved, buyer(s) cannot receive cash.

If a promissory note is required, it must be signed and returned to ASC prior to the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to ASC.

Sales proceeds will be returned if the promissory note has not been received. This will result in a delay of the transaction and/or possible cancellation of the short sale transaction.

Upon satisfaction of all terms specified above, the mortgages will be discharged and a release document will be forwarded for recording, and if acceptable per investor, guarantor, and/or mortgage insurer guidelines and state or federal laws, all deficiency rights will be waived. If a foreclosure action was commenced against this property, then upon satisfaction of all terms of all terms of this approval, the pending foreclosure action will be dismissed & appropriate instruments recorded.

PRIOR TO CLOSE:

Please fax/email final HUD-1 48 hours prior to closing. for approval and/or revisions to ASCClosingMilwaukee@wellsfargo.com or fax to 866-231-7960.

DO NOT CLOSE WITHOUT AN APPROVED HUD FROM ASC.

AFTER CLOSING:

Email or fax the following docs:

- HUD-1/ Settlement Statement (fully executed, certified copy)
- Lien release recording information
- Title page showing all liens, if not already sent
- Copy of POA, if applicable
- On FHA loans, we need the Closing Worksheet fully executed

Pg.3

RE: Loan Number 106 - 1218035133

WIRES TO BE SENT TO:

Wells Fargo Bank NA
420 Montgomery Street, San Francisco, CA 94104
Account Name LIQ. SHORTSALE WIRE
ABA # 121000248
Account # 6581202097

Reference: Sellers name and our loan # (must be provided or wire will be rejected)

PLEASE NOTE: Should you require an extension on the closing, please send your request to your settlement agent.

Sincerely,

ANJEANETTE WARD
Home Preservation Specialist
America's Servicing Company
Phone Number: 877-378-8227 EXT:
Fax Number:

ASC is required by Fair Debt Collections Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a bankruptcy discharge, and the loan was not reaffirmed in the bankruptcy case, ASC will only exercise its right against the property and is not attempting any act to collect the discharged debt from you personally.

With respect to those loans located in the state of California, the state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have a reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm location or enforce a judgment. For more information about debt collection activities you may contact Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.



Closing Agent: _____ From: _____
Agent's Phone Number: _____ Phone: _____
Agent's Fax Number: _____ Fax: _____

The Following Recording Information is Needed to Prepare the Release:

Date Recorded _____

Book/Page/Ins. Number _____

County _____

Original Beneficiary _____

Current Beneficiary _____

Trustee _____

Legal Description
(If Applicable) _____

Assignments
(If Applicable) _____

Send for Recording to:

Agent Name _____

Address _____

Phone _____

Fax _____

Courthouse _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2255

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: 5:31 p.m. Public Hearing-Natural Gas Franchise for Pensacola Beach (Ordinance)

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board adopt an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

BACKGROUND:

This public hearing was rescheduled by the Board at its March 1st meeting (Resume attached). The Board of County Commissioners has the authority to grant franchise rights for the construction, operation, and maintenance of utilities, including natural gas services. Since 1960, the Board has adopted ordinances and agreements granting the City of Pensacola a franchise to provide natural gas services to the unincorporated area of Escambia County. However, during this timeframe, the City of Pensacola has not provided natural gas services to that portion of Santa Rosa Island located in Escambia County.

The City of Pensacola is currently negotiating with the City of Gulf Breeze to sublease or otherwise transfer its franchise rights to provide services to Santa Rosa Island. The City of Gulf Breeze has purchased and installed the equipment and facilities necessary to provide this service. Pursuant to Section 98-33(7), Escambia County Code of Ordinances, the Board should hold a public hearing to approve any transfer agreement between the Cities of Pensacola and Gulf Breeze. If the cities do not reach an agreement by the date of the public hearing, the Board may preserve its interest in providing natural gas services to Santa Rosa Island by granting a non-exclusive franchise to the City of Gulf Breeze. This non-exclusive franchise would be operative until such time as the City of Pensacola could provide the same natural gas services to Santa Rosa Island.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance was prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If the Board chooses to adopt the Ordinance, a copy of the Ordinance will be filed with the Department of State.

Attachments

3-1-2012 Resume

Gulf Breeze Franchise Ordinance

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

10. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.



Approved 3-1, with Commissioner White voting “no” and Commissioner Valentino abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), to reschedule the Public Hearing for March 15, 2012, at 5:31 p.m.

Speaker(s):

Don Suarez
Edwin “Buzz” Eddy

11. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, approve an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Approved 4-0, with Commissioner Valentino abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), to reschedule the Public Hearing for March 15, 2012

Speaker(s) – None.

12. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Heritage Woods Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:
- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;
 - B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

(Continued on Page 6)

1 unincorporated area of Escambia County, and is presently unable to promptly and
2 efficiently provide natural gas services to Santa Rosa Island; and

3 **WHEREAS**, the Board finds that the City of Gulf Breeze is presently qualified and
4 able to promptly and efficiently construct, maintain, and operate such natural gas
5 services, and is therefore in the best position to provide the needed natural gas service
6 to Santa Rosa Island; and

7 **WHEREAS**, the Board accordingly shall award a non-exclusive franchise to the
8 City of Gulf Breeze, Florida, for the construction, maintenance, and operation of natural
9 gas services on that portion of Santa Rosa Island located in the unincorporated area of
10 Escambia County until such time as the City of Pensacola is capable of immediately
11 providing such services to the same area; and

12 **WHEREAS**, because this franchise shall expeditiously expand the scope of
13 natural gas services to include Santa Rosa Island, the Board finds that it advances the
14 public health, safety, and welfare.

15 **NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY**
16 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

17
18 **SECTION 1. LEGISLATIVE FINDINGS.**

19 The aforementioned recitals are hereby incorporated into this ordinance as
20 legislative findings rendered by the Board of County Commissioners in support of this
21 ordinance.

22 **SECTION 2. FRANCHISE FOR NATURAL GAS SERVICES TO SANTA ROSA**
23 **ISLAND.**

24
25 Escambia County, Florida, a political subdivision of the State of Florida
26 ("Grantor"), does hereby grant to the City of Gulf Breeze, a municipal corporation, its

1 successors and assigns ("Grantee"), the right, privilege, license, permit, franchise, and
2 easement for the construction, maintenance, repair, operation, distribution,
3 transmission, and removal of natural gas utility services, including selling gas to
4 Grantor, its inhabitants and the public generally for domestic, commercial, and industrial
5 uses and for any and all other purposes for which gas, during the period of this grant,
6 may be used together with the right to enter upon all public streets and ways and
7 properties of said Grantor within the franchise service area for the purpose of installing,
8 operating, removing, repairing, and relocating a system of works, pipes, pipelines, and
9 all necessary apparatus, machinery, structures, appurtenances, facilities or equipment
10 and doing all other acts authorized hereby.

11 For the purpose of this franchise, the "franchise service area" shall be limited
12 solely to that portion of Santa Rosa Island located within the unincorporated area of
13 Escambia County, Florida, and as more particularly described in Exhibit "A" to this
14 ordinance, which is hereby attached and incorporated to describe the franchise service
15 area.

16 This franchise, including all rights, privileges, authorities, license, permit, and
17 easements accompanying the same and being granted hereby, is hereby granted and
18 shall continue in full force and effect for a term of ten years, and pursuant thereto, the
19 Grantee shall operate and conduct the gas distribution system in the franchise service
20 area in such manner as the Grantee in its sole discretion shall determine from time to
21 time without regulation by Grantor. This franchise may be renewed at the mutual
22 agreement of the parties for an additional ten year period.

1 Grantee shall provide proof of insurance in the amount and scope identified by
2 Grantor's Risk Management Division prior to commencement of operation.

3 **SECTION 3. FRANCHISE FEE.**

4 Grantor does hereby impose, levy, and assess a franchise fee to be collected by
5 Grantee equal to five percent (5.0%) of Grantee's gross revenues collected monthly
6 from gas sold to its customers located within the franchise service area. The franchise
7 fee shall be remitted by Grantee to Grantor monthly in arrears for gas delivered on or
8 after March 15, 2012. Such remittance shall occur within thirty (30) days after the first
9 day of the month for franchise fees collected during the preceding month.

10 Grantor may increase the franchise fee to six percent (6.0%) of Grantee's
11 monthly gross revenues if the governing body for Grantor raises the franchise fee for
12 any other utility servicing the unincorporated area of Escambia County.

13 **SECTION 4. INDEMNIFICATION.**

14 Grantor hereby agrees to indemnify and hold harmless Grantee, its officers,
15 agents, and employees from any liability, loss, or damage Grantee may suffer as a
16 result of any claims, demands, costs, or judgments against it, whether arising out of
17 legal, equitable, or administrative proceedings as a result of Grantee's collection of the
18 franchise fee mandated by this ordinance. Grantor further agrees to provide a legal
19 defense for Grantee and defend it, its officers, agents, and employees with respect to its
20 collection of the franchise fee, including, but not limited to, the remittance of any
21 franchise fee to Grantor.

22 Grantor shall not be liable or responsible for any accident or damage that may
23 occur in the construction, operation, or maintenance by Grantee of its facilities or

1 apparatus hereunder and the acceptance of this ordinance shall be deemed an
2 agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor
3 and hold it harmless against any and all liability , loss, cost, damage, or expense, which
4 may accrue to Grantor in the construction, operation, or maintenance of its facilities
5 hereunder.

6 **SECTION 5. ACCESS OVER ESCAMBIA COUNTY RIGHTS-OF WAY.**

7 Grantee's facilities for the provision of natural gas services shall be so located or
8 relocated and so erected as to interfere as little as possible with traffic over Grantor's
9 rights-of-way, including streets, alleys, bridges, and public places within the franchise
10 service area, and with reasonable egress from and ingress to abutting property.

11 Grantee further agrees to prevent the creation of any obstructions or conditions in
12 exercise of this franchise that is or may become dangerous to the traveling public.

13 Grantee shall repair any damage or injury to the road or highway by reason of
14 the exercise of the privileges granted by this franchise and shall repair any road,
15 highway, easement, or other right-of-way promptly, restoring such road, highway,
16 easement, or other right-of-way to a condition at least equal to that which existed
17 immediately prior to the infliction of such damage or injury.

18 The location or relocation of all facilities shall be made under the supervision and
19 with the approval of such representatives as the governing body for Grantor may
20 designate for the purpose, but not so as to unreasonably interfere with the proper
21 operation of the Grantee's facilities and service. When any portion of a right-of-way is
22 excavated by Grantee for the purpose of locating, relocating, repairing, or removing any
23 of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all

1 necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its
2 expense, replace the portion of the excavated right-of-way within a reasonable time and
3 as early as practicable after such excavation.

4 Nothing herein shall be construed to make Grantor liable to Grantee for any cost
5 or expense in connection with the construction, reconstruction, repair, or relocation of
6 Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery,
7 structures, and appurtenances thereto made necessary in Grantor's rights-of-way by the
8 widening, grading, paving, or otherwise improving by Grantor of any of the present and
9 future rights-of-way used or occupied by Grantee, except, however, Grantee shall be
10 entitled to reimbursement of its costs as may be provided by law.

11 For the purpose of this agreement, Grantor's rights-of-way include any present
12 and future streets, avenues, alleys, highways, bridges, easements, and other public
13 places located within the franchise service area.

14 **SECTION 6. MODIFICATION AND TERMINATION OF FRANCHISE.**

15 **A. Modification of franchise.** This franchise may be amended or modified by
16 written agreement of the parties hereto. Any written agreement to amend or modify this
17 franchise must be adopted by a majority vote of the governing bodies for Grantor and
18 Grantee.

19 **B. Termination of franchise.** Grantor may terminate this franchise upon the
20 failure of Grantee to comply with any of the provisions, terms, or requirements of this
21 franchise, or otherwise upon Grantee's failure to provide natural gas services within a
22 reasonable time from the grant of this franchise. In order to terminate the franchise,

1 Grantor shall follow the procedures established by Chapter 98, Article II, Section 98-
2 33(8), Escambia County Code of Ordinances.

3 **SECTION 7. CONSIDERATION.**

4 Consideration for this grant of franchise are the mutual covenants, conditions,
5 and privileges provided herein, including, but not limited to, Grantor's authorization of
6 Grantee's access to Grantor's right-of-ways within the franchise service area and
7 expenditures made by Grantee thereon, Grantee's collection and remittance of
8 franchise fees to Grantor, and the benefits to be enjoyed by residents, occupants, and
9 visitors of the franchise service area.

10 **SECTION 8. ACCEPTANCE BY CITY OF GULF BREEZE.**

11 As a condition precedent to this ordinance taking effect, Grantee shall file its
12 acceptance hereof with the Escambia County Clerk of Court within thirty (30) days after
13 adoption by majority vote of the governing body of Grantee and filing with the
14 Department of State as required by law, and thereupon this ordinance shall take effect
15 upon receipt of official acknowledgement that this ordinance has been filed with that
16 office. This ordinance and Grantee's acceptance of it shall be filed in as an interlocal
17 agreement with the Escambia County Clerk of Court.

18 **SECTION 9. SEVERABILITY.**

19 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
20 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
21 affect the validity of the remaining portions of this Ordinance.

22

23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SECTION 10. EFFECTIVE DATE.

This ordinance shall become effective upon the filing of it and Grantee's acceptance with the Department of State and the Escambia County Clerk of Court.

DONE AND ENACTED this _____ day of _____, 2012.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
 Clerk of the Circuit Court

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

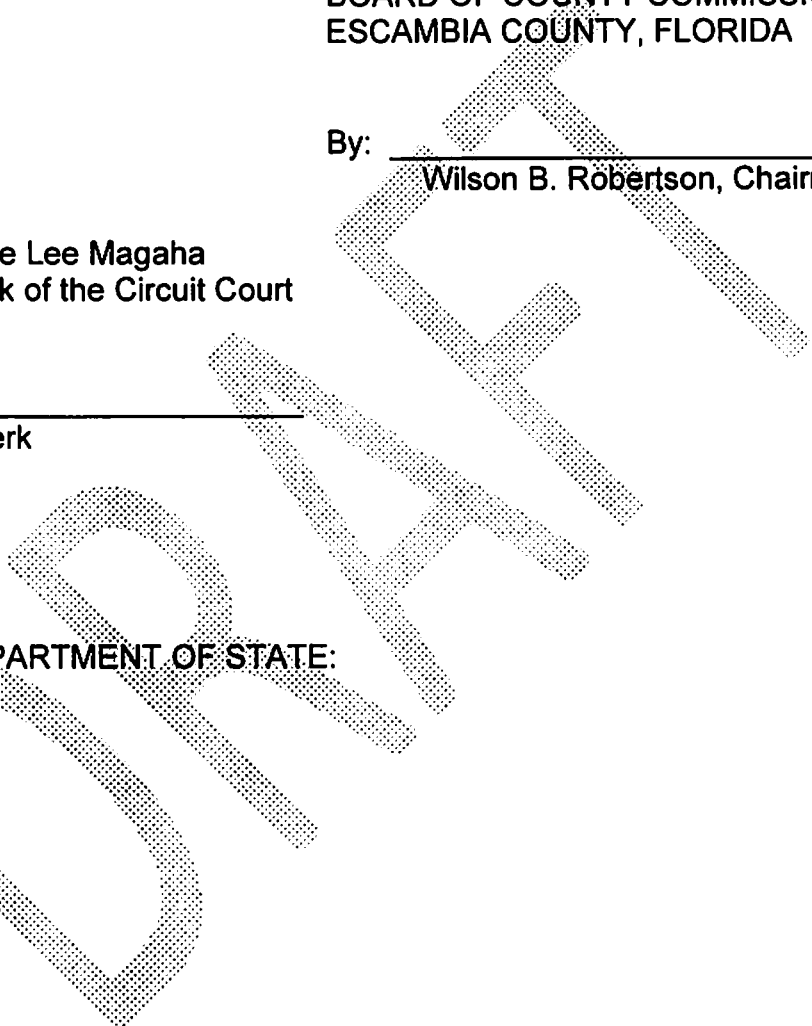


EXHIBIT A

SANTA ROSA ISLAND

Santa Rosa Island is further described as:

The land in Escambia County on the barrier island known as Santa Rosa Island, bound by federally owned property on both the East and on the West. The area intended to be within this boundary is more specifically described in general terms, and excludes all federally owned property. Area description includes property and parcels beginning at the East boundary of Fort Pickens National Park on Santa Rosa Sound meandering eastward along the North shoreline of Santa Rosa Island, excluding the approximately 18.75 acre island, the road and the bridge entrance owned by the United States Department of Interior commonly known as EPA Island; continuing along the North shoreline of Santa Rosa Island easterly and crossing the inlet to Little Sabine Bay to a point due East of the North shoreline of the peninsula which encloses Little Sabine Bay; continuing North along the shoreline of Santa Rosa Island to the southerly foot of the Bob Sikes Bridge over Santa Rosa Sound; thence meandering easterly along the North shoreline of Santa Rosa Island to the Eastern boundary of a parcel owned by the State of Florida Department of Education known as the UWF property at Big Sabine on the North shore of Santa Rosa Island; thence Southerly along the East Boundary of the UWF property (the same being the West boundary of property owned by the United States Government) to the South shoreline of Santa Rosa Island on the Gulf of Mexico; thence meandering along the shoreline of the Gulf of Mexico westward a distance of approximately nine (9) miles to a point south of the point of beginning established in this generalized area defined herein; thence Northward in a direct line from said point on the Gulf of Mexico shoreline to the point where this description begins at the Northeast boundary of Fort Pickens National Park.

**THIS DESCRIPTION OF SANTA ROSA ISLAND IS FOR REFERENCE ONLY
AND NOT INTENDED TO BE USED FOR LEGAL DOCUMENTS.**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2256

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: 5:32 p.m. Public Hearing-Natural Gas Franchise to Pensacola Beach (Agreement)

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

Information

RECOMMENDATION:

5:32 p.m. Public Hearing for the consideration of approving an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Recommendation: That the Board approve an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

BACKGROUND:

This public hearing was rescheduled by the Board at its March 1st meeting (Resume attached). The Board of County Commissioners has the authority to grant franchise rights for the construction, operation, and maintenance of utilities, including natural gas services. Since 1960, the Board has adopted ordinances and agreements granting the City of Pensacola a franchise to provide natural gas services to the unincorporated area of Escambia County. However, during this timeframe, the City of Pensacola has not provided natural gas services to that portion of Santa Rosa Island located in Escambia County.

The City of Pensacola is currently negotiating with the City of Gulf Breeze to sublease or otherwise transfer its franchise rights to provide services to Santa Rosa Island. The City of Gulf Breeze has purchased and installed the equipment and facilities necessary to provide this service. Pursuant to Section 98-33(7), Escambia County Code of Ordinances, the Board should hold a public hearing to approve any transfer agreement between the Cities of Pensacola and Gulf Breeze. If the cities do not reach an agreement by the date of the public hearing, the Board may preserve its interest in providing natural gas services to Santa Rosa Island by granting a non-exclusive franchise to the City of Gulf Breeze. This non-exclusive franchise would be operative until such time as the City of Pensacola could provide the same natural gas services to Santa Rosa Island.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was reviewed by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County has coordinated with the Cities of Gulf Breeze and Pensacola in its review of the agreement.

Attachments

3-1-2012 Resume

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

10. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt an Ordinance granting a non-exclusive franchise to the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.

Approved 3-1, with Commissioner White voting “no” and Commissioner Valentino abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), to reschedule the Public Hearing for March 15, 2012, at 5:31 p.m.

Speaker(s):

Don Suarez
Edwin “Buzz” Eddy

11. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, approve an agreement between the City of Pensacola and the City of Gulf Breeze for the provision of gas services to the portion of Santa Rosa Island located in the unincorporated area of Escambia County.



Approved 4-0, with Commissioner Valentino abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), to reschedule the Public Hearing for March 15, 2012

Speaker(s) – None.

12. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Heritage Woods Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:
- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;
 - B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

(Continued on Page 6)



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2285

11.

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: Committee of the Whole Recommendation

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held March 8, 2012, recommends that the Board take the following action:

- A. Direct staff and the Development Services Department to proceed with advertising the Request for Letters of Interest for the Perdido Key Master Plan and, during the same time frame, identify an alternate funding source, for adoption by the Board (*C/W Item 4*);
- B. Approve proceeding into a final lease agreement with the Perdido Methodist Church for an Escambia County Skate Park, with the agreement to include a 30-day "out clause" that will allow the County to terminate the agreement if the County's costs increase (*C/W Item 6*);
- C. Authorize the scheduling and advertising of a Public Hearing (*for April 5, 2012, at 5:31 p.m.*) for consideration of adopting an Ordinance designating the Seal (*Logo approved by the Board on August 27, 1985*), which depicts the Blue Angels flying over the Gulf of Mexico, as the Official Seal of Escambia County, Florida (*C/W Item 8*);
- D. Authorize the scheduling and advertising of a Public Hearing (*for April 5, 2012, at 5:32 p.m.*) for consideration of adopting an Ordinance repealing Ordinance 90-22, relating to Fortune Tellers, Clairvoyants, etc. (*C/W Item 9*); and
- E. Authorize the scheduling and advertising of a Public Hearing (*for April 5, 2012, at 5:33 p.m.*) for consideration of adopting an Ordinance amending the Santa Rosa Island Non Ad Valorem Special Assessment Ordinance (*Part I, Chapter 46, Section 46-214, of the Escambia County Code of Ordinances*), providing for the authority to waive penalties and interest accrued on delinquent annual assessments (*C/W Item 10*).

Attachments

#11

Escambia County
REQUEST FOR LETTER OF INTEREST

Perdido Key Master Plan
Scope of Services

Introduction:

Escambia County Development Services Department is seeking the services of a highly qualified professional consultant team with considerable expertise in master planning for mixed use communities utilizing the principles of New Urbanism and Sustainable Development. The consultant must have demonstrated experience in the fields of economic development, Florida land use planning, contemporary planning codes and architectural guidelines. Furthermore, the professional consultant must develop a public participation plan that actively and fully engages the citizens and stakeholders in the preparation of the master plan.

This project will be completed by the consultant with the assistance of the West End Advisory Committee working cooperatively as the project team. It will be essential to build consensus among these stakeholders, other citizens, and any governmental agencies participating in the process.

Proposed revisions to the Land Development Code must be in the form of an ordinance. Comprehensive Plan revisions must be in the form of a Comprehensive Plan Amendment and ordinance. All revisions and amendments will be reviewed by the Local Planning Agency and Board of County Commissioners. Detailed expectations of the consultant team will be reflected in the "Scope of Services".

Project Area

The project boundaries include all of Perdido Key from the FL/AL Line eastward to the western boundary of Gulf Islands National Seashore. Also included are the parcels south of Bayou Garcon, west of Treasure Hill Park and Sunburst Subdivisions to the west boundary of C-1 zoning along Custer Drive and Monterey Avenue. The parcels south of Zodiac Drive and Big Lagoon State Park are not included.

Scope of Services

A. Visioning

- Prepare a vision for the master plan that promotes Perdido Key as "great place to visit, live, work, and to invest".

B. Survey of existing conditions

- Description of project area.
- History, historic resources, and background.
- Review and analysis of existing planning, environmental studies and projects in the subject area
- Review the Future Land Use Element of the 2030 Comprehensive Plan.
- Demographic overview of population and employment.
- Survey of existing property attributes including land use, zoning, property values, building floor area, height, housing conditions, and number of residential units.
- Existing real estate market data.
- Review and analysis of all existing roads and streets along with their level of service; review of current and future transportation plans & maps; review of traffic patterns; review capital improvement projects that are associated with the project area and Review all existing transportation studies and modals;

C. New Urbanism and Sustainable Development

Incorporates principles of New Urbanism and Sustainable Development:

- Urban design guidelines and contemporary planning methodologies.
- Creation of a “Commercial Corridor/Gateway Areas”
- Creation of an attractive and strong sense of place to include the following:
 - Streetscape design
 - Architectural and site design
 - Vehicular and pedestrian access
 - Pedestrian and bicycle connectivity
 - Signage.
 - Review and analysis of other planning issues.

D. Public Beach

- Evaluation of the public beach, access points and service
- Identify additional services, and a funding source, necessary to support beach tourism, i.e trolley operations, lifeguards, beach re-nourishment, event/event promotion, and etc.

- Identify additional beach access points and identify a funding source for acquisition of beach access

E. Transportation

- Provide for recommendations that are consistent with the future development of a 4-lane roadway, including Theo Baars Bridge.
- Analysis of capital improvement needs for the proposed master plan and identify a funding source
- Feasibility of the multi-modal transportation network throughout the project area.

F. Economic Development Element

Formation plan encouraging economic growth and preserving the community uniqueness and character.

- Quantitative and qualitative information including economic trends, employment forecast, type of business (retail uses, restaurants, entertainment, and etc.), tourism, and business development.
- Identify and provide recommendations for those areas within project area that could provide for good business investment opportunities.
- Provide recommendations, for tax incentives, grants, "business zoning districts" regulatory language, and land use changes that will promote and encourage economic development.

G. Effective Public Participation

Escambia County requires that there be a robust public participation. It is essential that all citizens have adequate opportunity to comment on the Plan and that those comments be well documented. It is equally important that due consideration be given those comments. The selected consultant will be solely responsible for the public participation component of this project, specifically in organizing, staffing, marketing and presenting. Additionally, it is imperative that the consultant plans for meetings with citizens, West End Advisory Committee, and the local government. Once established, the project team will determine the timing of such meetings. The consultant may conduct workshops, charettes or other forms of public participation and will participate in the statutorily required public hearings before the Planning Board and Board of County Commissioners.

Effective Coordination with County Staff and Others

The proposed master plan proposal requires effective coordination with the project team and other participants. Although planning staff will likely be the main county contacts leading up to public hearings, the selected consultant should anticipate direct contacts with other county staff, the consultant(s) for the ongoing project work, and local and state agencies. The consultant must maintain timely and effective communication and coordination with all participants, and should be able and prepared to accomplish all tasks with minimal staff assistance.

H. Other General Conceptual Planning & Design

- Include an assessment of existing and future storm drainage for the area.
- Prepare preliminary engineering of recommended improvements
- Assessment of the impact/benefit to the community for each improvement
- Estimate a timetable for predicted infrastructure improvements
- Prioritize and schedule all proposed improvements.
- Include an alternative schedule that could serve as a “pay-as-you-go” plan.
- Implementation strategies, timelines, budget estimations and possible revenue sources.

Detailed scheduling of the project and deliverables will be negotiated during the contract negotiations between the selected consultants and the Development Services Division.

Timeline: 12-18 months, beginning in 2012

Project Budget

Anticipated cost of project \$300,000.

Internal Consistency: It is critical that the selected consultant ensures internal consistency with the Comprehensive Plan and the land Development Code and does not create conflicts with any proposed revisions, or amendments produced under this scope of services.

User-Friendly Format: Land Development Code revisions and Comprehensive Plan amendments must be well organized, well written, easily understood and easy to use. Their structure must be such that future additions and revisions can be easily accommodated. Illustrations and other graphics should be included where appropriate to simplify concepts and aid the reader. This is particularly important for form-based elements. Regulations must be clear to all users, minimizing the direct involvement required of county staff in code interpretation, application, and review..

Anticipated Disciplines (Function Codes) for this project

Code	Description
06	Architect
12	Civil Engineer
18	Cost Engineer/Estimator
20	Economist
23	Environmental Engineer
29	Geographic Information System Specialist
38	Land Surveyor
39	Landscape Architect
47	Planner Urban/Regional
48	Project Manager
60	Transportation Engineer

Anticipated Experience Categories (Profiles Codes) for this project

Code	Description
C07	Coastal Engineering
C08	Codes; Standards; Ordinances
C10	Commercial Building (Low Rise); Shopping Centers
C18	Cost Estimating; Cost Engineering and Analysis
E09	Environmental Impact Studies, Assessments
E10	Environmental and natural resources
E11	Environmental Planning
H07	Highways; Streets;
H11	Housing
L02	Land Surveying
L03	Land Architecture
P05	Planning (Community, Regional, and etc.)
R04	Recreation Facilities (Parks, Marinas, Etc.)
S11	Sustainable Design
Z01	Zoning; Land Use Studies

Firms Evaluations and Selection

The County shall follow the procedures of the Consultants Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

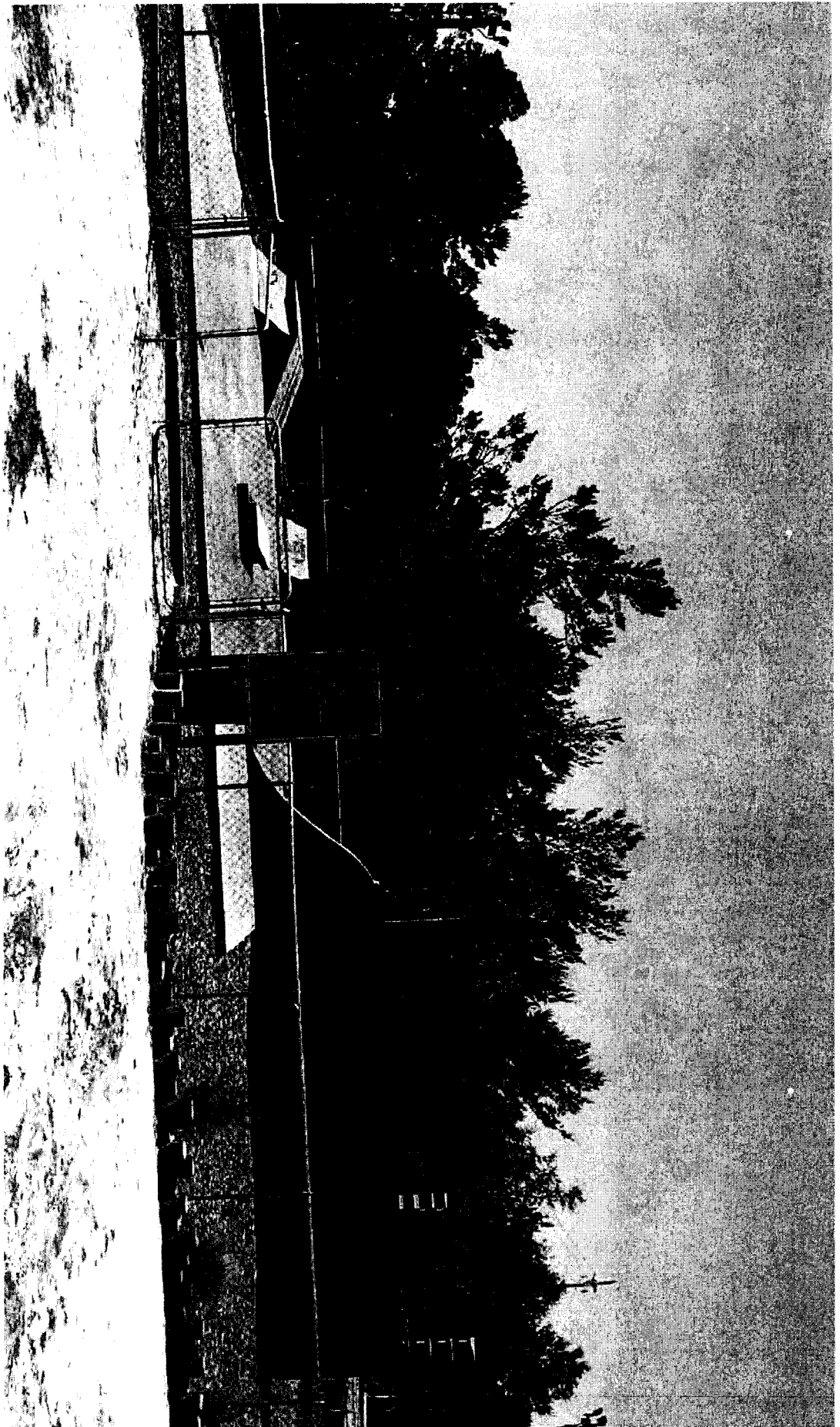
	Points
1. Qualifications of the firm and individual team members	10
2. Project understanding and depth of interdisciplinary skills related to urban design,	20

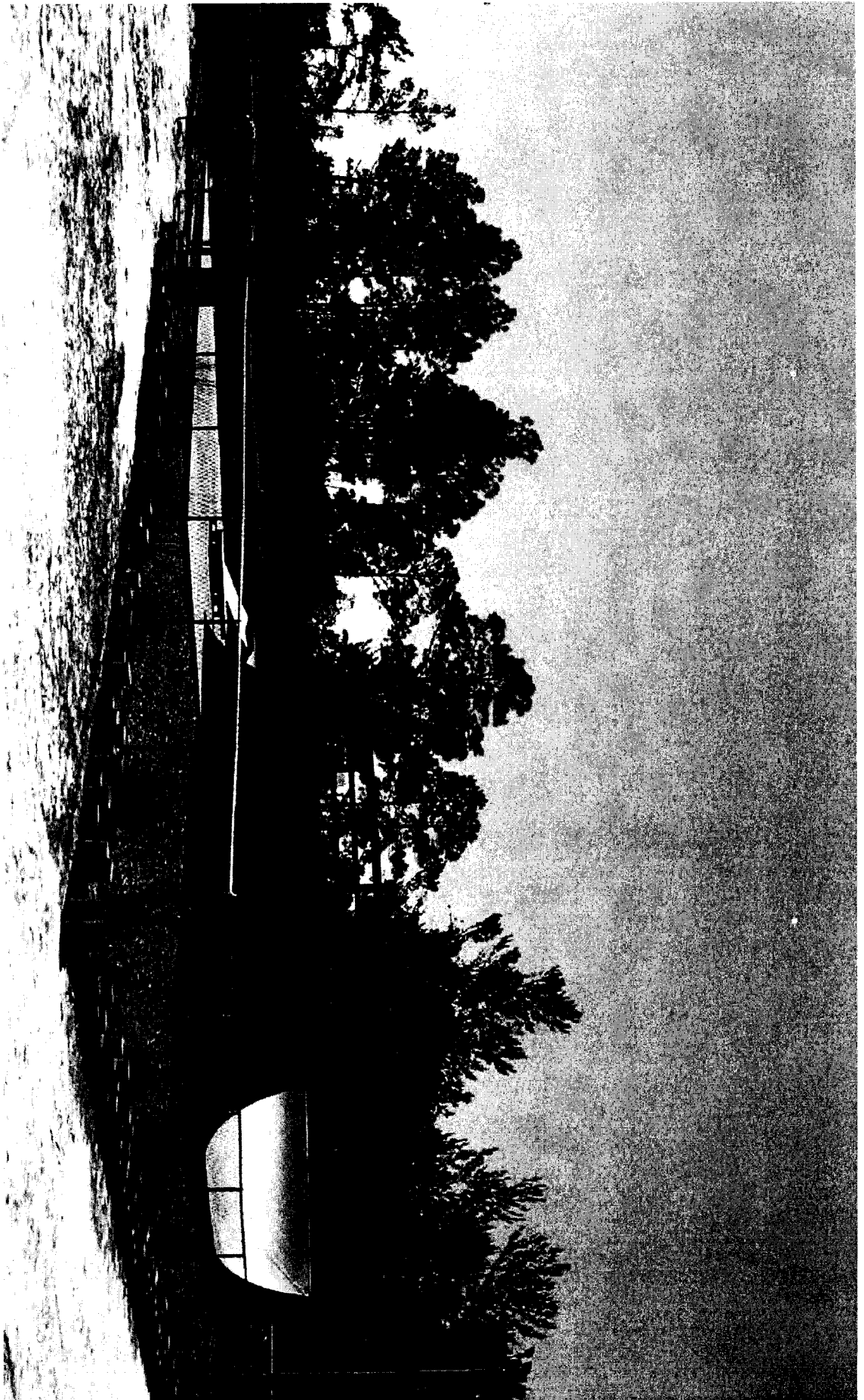
land use planning and analyses.

3. Experience and work history preparing the specifics of the Scope of Work. 10
4. Familiarity with FDOT standards, traffic management and infrastructure improvements. 10
5. Knowledge and expertise in economic development. 20
6. Knowledge of relevant statues, rules and regulations of the State of Florida. 20
7. Approach to Public Participation. 10

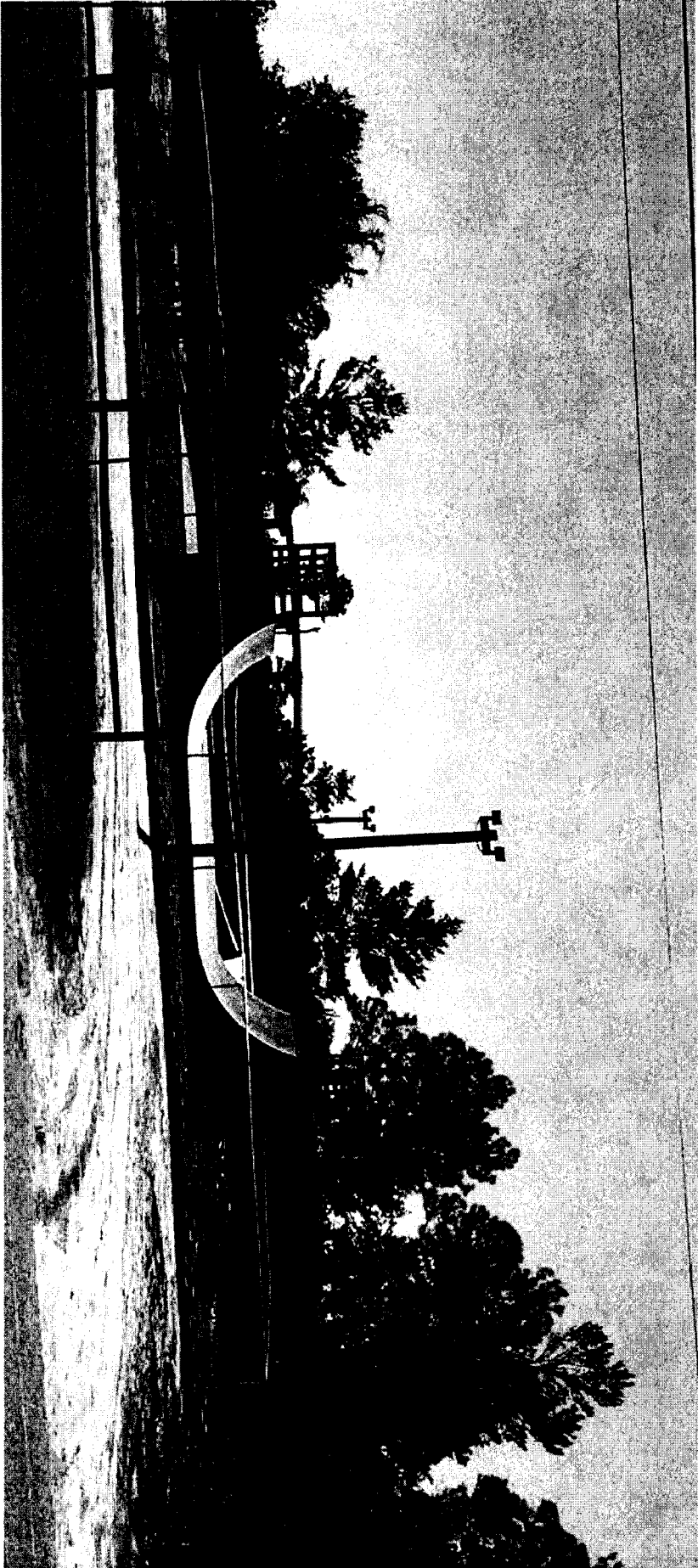
Perdido Methodist Church Skate Area













Escambia County Skate Park



Warning: Use of this facility for skateboarding or in-line skating could be hazardous recreational activity which may result in death, paralysis, brain damage, broken bones, or other serious injuries. Use this facility at your own risk.

GENERAL RULES OF CONDUCT

- This facility is open from sunrise until sunset.
- This facility is non-supervised and designed for skateboarding and in-line skating only. Participants are advised to use at your own risk.
- Participants must wear helmets at all times while using this facility.
- Additional obstacles or other materials (tramps/jumps) may not be added.
- No glass, food, or drinks are allowed in skating area.
- Spectators must watch from outside the skating boundaries.
- No pets are allowed in the skate park.
- Profanity, abusive language, disruptive behavior, and graffiti (tagging) is strictly prohibited and will result in loss of park privileges or closure of the facility.
- Please place trash in barrels provided.
- Please adhere to age restrictions and directions posted on other sign.
- Escambia County retains the right to close this facility or otherwise restrict its use under any circumstances. Persons who violate the rules or display inappropriate behavior may be prohibited from using the facility.
- Escambia County is not responsible for lost or stolen items.
- Loud music shall comply with Escambia County's Noise Ordinance, Section 42-65.
- For more information, please contact the Escambia County Parks and Recreation Department at (850) 475-5220.
- To report illegal activities or emergencies, call Escambia County Sheriffs Department at (850) 436-9620 or DIAL 911.

General Skate Park Rules

Age Restrictions & Guidelines

- Children under age 5 are not allowed to use this facility.
- Youth ages 17 and under may not use this facility without a parent or legal guardian providing signed written consent. To complete this process, please visit the Parks and Recreation office located at 1651 E. Nine Mile Road, Pensacola, Florida.
- Upon providing proper consent, a sticker will be issued by the County that must be placed on the participant's helmet and worn at all times while using this facility.
- Youth ages 17 and under must be accompanied by a parent or legal guardian while using the facility.
- For more information please contact the Escambia County Parks and Recreation Department at (850) 475-5220.

**THANK YOU FOR
YOUR COOPERATION AND
PLEASE ENJOY
ESCAMBIA COUNTY PARKS!**

Responsibilities

- Church to make necessary repairs as identified by Parks and Recreation. Repairs shall be inspected and approved by both Parks and Recreation and Risk Management prior to moving forward.
- Church to perform all future general maintenance which will be subject to Parks and Recreation, along with Risk Management inspections.
- Church shall collect signed participant waiver forms and issue facility use decals.
- Parks and Recreation staff to collect participant waiver forms and perform facility inspection on a monthly basis.

1 (b) The official seal is to be used only for official County business by authorized
2 County officials or employees in the performance of their official duties, unless express
3 written authorization is obtained from the Escambia County Board of County
4 Commissioners.
5

6 (c) Any unauthorized manufacture, use, display, facsimile or reproduction of the
7 Official Seal of Escambia County, Florida is hereby prohibited and shall be punishable
8 as a second degree misdemeanor as provided in §165.043, Florida Statutes.
9

10 **Section 3. Severability.**

11
12 That if any section, sentence, clause or phrase of this Ordinance is held to be
13 invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall
14 in no way affect the validity of the remaining portions of this Ordinance.
15

16 **Section 4. Inclusion in the Code.**

17
18 That it is the intent of the Board of County Commissioners that the provisions of
19 this Ordinance shall become and be made a part of the Escambia County Code; and
20 that the sections of this Ordinance may be renumbered or relettered and the word
21 "ordinance" may be changed to "section", "article", or such other appropriate word or
22 phrase in order to accomplish such intent.
23

24 **Section 5. Effective Date.**

25
26 That this Ordinance shall become effective upon filing with the Department of
27 State.
28

29 **DONE AND ENACTED THIS ____ DAY OF _____, 2012.**

30
31 **BOARD OF COUNTY COMMISSIONERS**
32 **ESCAMBIA COUNTY, FLORIDA**
33

34 BY: _____
35 Wilson B. Robertson, Chairman

36 **ATTEST: ERNIE LEE MAGAHA**
37 **Clerk to the Circuit Court**
38

39 BY: _____
40 Deputy Clerk
41

42 **(Seal)**
43

44 **Enacted:**
45 **Filed with Department of State:**
46 **Effective:**

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA;
REPEALING CHAPTER 18, ARTICLE VII, SECTIONS 18-351 THROUGH
18-357 (ORDINANCE NO. 90-22) OF THE CODE OF ORDINANCES;
REPEALING ALL COUNTY REQUIREMENTS FOR PERMITTING OF
FORTUNETELLING OR CLAIRVOYANTS; PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners wishes to repeal the ordinance
and not require a permit relating to fortunetellers or clairvoyants; and

WHEREAS, such permitting requirements no longer serve a public purpose.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

Section 1. Repeal. Chapter 18, Article VII, sections 18-351 through 18-357
(Ordinance 90-22) is hereby repealed in its entirety.

Section 2. Effective Date. This Ordinance shall become effective upon its
filing with the Department of State.

DONE AND ENACTED THIS ____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

ORDINANCE NUMBER 2012-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING PART 1, CHAPTER 46, ARTICLE IV OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SANTA ROSA ISLAND ASSESSMENTS; ALLOWING FOR USE OF THE UNIFORM COLLECTION METHOD FOR SANTA ROSA ISLAND SPECIAL ASSESSMENTS; AMENDING SECTION 46-214 ENFORCEMENT OF DELINQUENT ANNUAL ASSESSMENTS; PROVIDING FOR AUTHORITY TO WAIVE PENALTIES AND INTEREST ACCRUED ON DELINQUENT ANNUAL ASSESSMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners has expressed an interest in waiving penalties and interest when extraordinary circumstances are shown; and

WHEREAS, court decisions have made the Uniform Collection Method more practical for special assessment collections; and

WHEREAS, these amendments are in the best interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. That Part 1, Chapter 46, Article IV, Sections 46-214 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 46-201. - Short title.

This article shall be identified by and may be cited as the Santa Rosa Island Assessment Ordinance.

Sec. 46-202. - Definitions.

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

Addendum to annual island assessment roll or addendum mean the list prepared by the county administrator and confirmed by the board each fiscal year containing the same information as the annual island assessment roll for lots or parcels that are the subject of a residential or commercial leasehold which were not incorporated on the corresponding annual island assessment roll for such fiscal year because of an error or omission or the incorporating of any changes in the information specified for any lot or parcel on the corresponding annual island

42 assessment roll.

43 *Alternative annual assessment* means the alternative assessment pursuant to
44 section 46-210.

45 *Annual assessment or annual island assessment* means the annual special
46 assessment imposed upon a lot or parcel that is the subject of a residential or
47 commercial leasehold in the unit to pay the assessed service cost of the
48 assessed services provided. Where appropriate in this article, the term "annual
49 assessment" is utilized to refer to a single annual assessment calculated for a
50 single assessed service as established in the rate resolution or to the aggregate
51 of all special assessments to be imposed for all assessed services provided to a
52 particular lot or parcel.

53 *Annual island assessment roll* means a list confirmed by the board each fiscal
54 year of all lots and parcels that are the subject of a residential or commercial
55 leasehold within the boundaries of the unit and containing the following
56 information:

- 57 (1) A summary description of each lot and parcel conforming to the
58 description contained on the real property assessment roll;
- 59 (2) The name and address of the leaseholder of each lot and parcel as
60 reflected on the real property assessment roll; and
- 61 (3) The annual assessments imposed on each lot or parcel under the
62 appropriate assessment category as established in the rate resolution.

63 *Apportionment method* means the equitable method identified by the board to
64 apportion the benefit received by the leaseholds within the assessment
65 categories from the assessed services provided.

66 *Assessed services* means those services provided by the county and the
67 authority to a lot or parcel that is subject to a leasehold within the unit as
68 enumerated in section 46-218, which services are found under the provisions of
69 this article to benefit a leasehold under the apportionment method established in
70 the rate resolution for the assessed service.

71 *Assessed service cost* means the cost to provide the assessed services as
72 established in the county budget for a fiscal year, including administrative
73 expenses in implementing this article and necessary reserves and operational
74 contingencies.

75 *Assessment category* means the classifications of residential or commercial
76 leaseholds incorporated in the rate resolution for the imposition of an annual
77 assessment for the assessed services provided.

78 *Assessment date* means October 1 of each year, or a subsequent date specified

79 in the rate resolution, which date shall constitute the date on which the annual
80 assessments are imposed as a lien against a residential or commercial leasehold
81 listed on the annual island assessment roll or on the addendum, if any.

82 *Authority* means the Santa Rosa Island Authority, as defined by Laws of Fla., ch.
83 24500, as amended.

84 *Board* means the board of county commissioners of the county.

85 *Building* means any structure, whether temporary or permanent, built for the
86 support, shelter or enclosure of persons, chattel or property of any kind. The term
87 "building" shall include tents, trailers, mobile homes, or any vehicles serving in
88 any way the function of a building.

89 *Certificate of occupancy* means the written certification issued by the county or
90 the authority that a building is ready for occupancy for its intended use.

91 *Commercial leasehold* means an improved master leasehold primarily used for
92 nonresidential, commercial, governmental or industrial purposes and a motel or
93 hotel.

94 *Clerk of the circuit court* means the ex officio clerk of the board of county
95 commissioners, auditor, recorder and custodian of all county funds and county
96 records, or his or her designee.

97 *County* shall mean Escambia County, Florida.

98 *County administrator* means the chief administrative officer of the county
99 appointed by the board, or his designee.

100 *County budget* means the annual budget adopted by the county each fiscal year.

101 *Delinquency date* means the date an annual assessment becomes delinquent as
102 established in section 46-211.

103 *Due date* means the due date of an annual assessment as established in section
104 46-211.

105 *Fiscal year* means the fiscal year of the county, the 12 calendar months
106 commencing October 1 of each year and ending September 30 of the
107 succeeding year or, where determined by the board, it shall include any part
108 thereof.

109 *Improved leasehold* means a residential or commercial master leasehold in the
110 unit which contains a building.

111 *Leasehold* means an estate in realty and the improvements thereto, held by a
112 person pursuant to a lease granted by the authority or the county of property
113 owned by the county or the authority within the unit.

114 *Lessee or leaseholder* mean a person or persons who have a right to the
115 possession of realty and the improvements thereto within the unit pursuant to a
116 leasehold.

117 *Motel or hotel* means a building, regardless of ownership, containing more than
118 one dwelling unit designed for occupancy by a single-family which contains some
119 units customarily offered for rent on a daily basis.

120 *Multifamily dwelling unit* means a building, regardless of ownership, containing
121 more than one dwelling unit designed for occupancy by a single-family, which
122 units are not customarily offered for rent for one day.

123 *Occupant* means a person who occupies a residential or commercial leasehold
124 either as a lessee or with the express or implied consent of such lessee.

125 *Penalty* means the penalties for delinquent payment of an annual assessment as
126 established in section 46-211.

127 *Person* means any individual, partnership, firm, organization, corporation,
128 association or any other legal entity, whether singular or plural, masculine or
129 feminine, as the context may require.

130 *Property appraiser* means the property appraiser of the county.

131 *Rate resolution* means the resolution adopted by the board under the provisions
132 of section 46-207 establishing:

- 133 (1) The assessed service cost;
134 (2) The assessment categories;
135 (3) The apportionment method; and
136 (4) The annual assessment.

137 *Real property assessment roll* means the assessment roll maintained by the
138 Santa Rosa Island Authority.

139 *Residential leasehold* means an improved leasehold which is used as a single-
140 family dwelling, multifamily dwelling units and all mobile homes.

141 *Tax collector* shall mean the tax collector of Escambia County.

142 *Unit* means the Santa Rosa Island Municipal Services Benefit Unit created by
143 section 46-205.

144 **Sec. 46-203. - Rules of construction.**

145 For the purposes of administration and enforcement of this article, unless
146 otherwise stated in this article, the following rules of construction shall apply:

147 (1) In case of any difference of meaning or implication between the text of this
148 article, and any caption, illustration, summary table, or illustrative table, the text
149 shall control.

150 (2) The word "shall" is always mandatory and not discretionary; the word
151 "may" is permissive.

152 (3) Words used in the present tense shall include the future; words used in
153 the singular shall include the plural and the plural the singular, unless the context
154 clearly indicates the contrary; and use of the masculine gender shall include the
155 feminine gender.

156 (4) The phrase "used for" includes "arranged for," "designed for," "maintained
157 for," or "occupied for."

158 (5) Unless the context clearly indicates the contrary, where a regulation
159 involves two or more items, conditions, provisions, or events connected by the
160 conjunction "and," "or" or "either or" the conjunction shall be interpreted as
161 follows:

162 a. "And" indicates that all the connected terms, conditions, provisions
163 or events shall apply.

164 b. "Or" indicates that the connected items, conditions, provisions or
165 events may apply singly or in any combination.

166 c. "Either Or" indicates that the connected items, conditions,
167 provisions or events shall apply singly but not in combination.

168 (6) The word "includes" shall not limit a term to the specific example but is
169 intended to extend its meaning to all other instances or circumstances of like kind
170 or character.

171 **Sec. 46-204 - Findings.**

172 It is hereby ascertained, determined and declared that:

173 (1) The leaseholds constitute the equivalent of fee simple ownership.

174 (2) The rentals paid under the leaseholds constitute compensation for
175 occupancy and not a fair share of the burden of the cost of general governmental
176 services provided to the occupants, the leaseholds and Santa Rosa Island.

177 (3) The leaseholds are uniquely classified real property interests under
178 current law that escape the uniform imposition of ad valorem taxes to pay their
179 fair share of the cost of county services provided to such leaseholds and the
180 occupants.

181 (4) The imposition of an annual assessment is the most equitable and

182 efficient method of allocating and apportioning the assessed service cost among
183 leaseholds within the unit.

184 (5) It is hereby declared and determined that each assessed service provided
185 pursuant to this article and enumerated in section 46-218 shall and does
186 constitute a benefit to residential and commercial leaseholds within the unit in
187 conformity with the apportionment method, equal to or in excess of the annual
188 assessment imposed in the rate resolution to pay the assessed services cost.

189 (6) It is the intent of the board that the assessed service cost shall be paid by
190 the imposition of annual assessments on all residential and commercial
191 leaseholds within the unit.

192
193 **Sec. 46-205. - Creation of unit.**

194
195 Pursuant to F.S. § 125.01 there is hereby created the Santa Rosa Island
196 Municipal Services Benefit Unit. The boundaries of the unit shall be such portion or
197 portions of Santa Rosa Island as may be owned by the county, or in which the county
198 may have a proprietary interest, excluding those portions leased by the county or the
199 authority as an agency of the county to Santa Rosa County pursuant to the lease
200 agreement dated February 14, 1956, as amended, and those portions owned or
201 occupied by agencies of the United States of America.

202 **Sec. 46-206. - Imposition of annual assessment.**

203 (a) There is imposed on the assessment date, against each lot or parcel that
204 is the subject of a residential or commercial leasehold within the unit, an annual
205 assessment for the assessed service cost of the assessed services provided to
206 such leasehold as established in the rate resolution.

207 (b) The amount of the annual assessment imposed each fiscal year against
208 each lot or parcel that is the subject of a residential or commercial leasehold shall
209 be at the rate established in the rate resolution for the assessment category
210 applicable to such residential or commercial leasehold.

211 **Sec. 46-207. - Adoption of rate resolution and annual island assessment roll.**

212 The amount of non-ad valorem special assessment to be assessed and levied
213 against master leaseholds shall be determined by a finding of a special benefit received
214 by the leasehold and the budgeted costs for assessed services in a rate resolution to be
215 adopted by the board of county commissioners at a public meeting prior to July 31 of
216 each calendar year. The budgeted costs for assessed services shall be fairly and
217 reasonably apportioned among the benefitted leaseholds based on a formula to be
218 adopted in the resolution. The formula shall provide for a levy of the non-ad valorem
219 special assessment per leasehold. More specifically, the resolution shall fix and
220 establish

221 (1) The assessed cost;

- 222 (2) The assessment categories;
- 223 (3) The apportionment method; and
- 224 (4) The annual assessment to be imposed within each assessment category.

225 In the event the board fails to adopt a resolution, the amount of non-ad valorem
226 special assessment to be assessed and levied against master leaseholds for the next
227 fiscal year shall be the same amount levied in the prior fiscal year based on the prior
228 year's formula.

230 The board may make adjustments to the formula as necessary each fiscal year
231 to fairly apportion the cost of assessed services among benefitted master leaseholds
232 based on available historical information and data. The board may make a finding in the
233 resolution to exclude specific leaseholds that no longer receives a benefit.

234 **Sec. 46-208. - Revision of rate resolution.**

235
236 The board shall have the authority to revise and amend any rate resolution
237 adopted under the provisions of section 46-207 upon a determination that amendment
238 or revision of the established assessments or charges is appropriate and necessary.
239 The rate resolution may be amended and revised for the applicable fiscal year at any
240 public hearing required by law to adopt the county budget or at any other special or
241 regular meeting of the board.

242 **Sec. 46-209. - Adoption of addendum.**

243 (a) The board may adopt an addendum to the annual island assessment roll
244 at any regular or special meeting in the event the board determines:

245 (1) That lots or parcels that are the subject of a residential or
246 commercial master leasehold were not incorporated on the annual island
247 assessment roll because of error or omission;

248 (2) That the rate resolution should be amended or revised as provided
249 in section 46-208; or

250 (3) That the legal description of any lot or parcel has been altered on
251 the real property assessment roll from that reflected on the adopted
252 annual island assessment roll. The addendum shall supplement the
253 corresponding annual island assessment roll by incorporating any omitted
254 or altered lots or parcels, or by incorporating the appropriate revision or
255 amendment to the rate resolution.

256 (b) Notwithstanding the provisions of section 46-207, the addendum may be
257 adopted at any regular or special meeting of the board without the necessity of a
258 public hearing to:

- 259 (1) Incorporate omitted or altered lots or parcels; or
- 260 (2) Reduce the annual assessment imposed on any lot or parcel or to
- 261 change any assessment category or method of apportionment for any
- 262 classification of residential or commercial master leasehold, or to reduce
- 263 the assessed service cost if such change or reduction results in a
- 264 decrease in the amount of the annual assessment.
- 265 (c) Notwithstanding the provisions of section 46-207, in the event the
- 266 addendum increases the annual assessment imposed on leaseholds or changes
- 267 any assessment category for any classification of residential or commercial
- 268 master leasehold resulting in an increase in the amount of the annual
- 269 assessment, the addendum may be adopted by the board at the public hearing
- 270 held for the confirmation of the amendment and revision of the rate resolution
- 271 provided under section 46-208 or at a separate public hearing, notice of which is
- 272 published within, the time period provided in section 46-208.
- 273 (d) Upon adoption, the addendum shall be certified by the board to the clerk
- 274 of the circuit court, agent of the clerk, or tax collector for collection.
- 275
- 276 **Sec. 46-210. - Alternative assessment calculation.**
- 277 (a) In the event any lessee believes that the impact upon assessed services
- 278 caused by lessee's residential or commercial leasehold is less than as
- 279 established within the applicable assessment category provided in the rate
- 280 resolution, the lessee may submit a calculation for an alternative annual
- 281 assessment to the board pursuant to the provisions of this section at least ten
- 282 days prior to the public hearing held to adopt the annual island assessment roll.
- 283 (b) The alternative annual assessment calculations shall be based on data,
- 284 information or assumptions contained in this article or independent sources,
- 285 provided that:
- 286 (1) The independent source is a generally accepted standard source of
- 287 traffic engineering or planning information; or
- 288 (2) The independent source is a local study supported by a database
- 289 adequate for the conclusions contained in such study performed by a
- 290 professional engineer pursuant to a generally accepted methodology of
- 291 planning or traffic engineering.
- 292 (3) It is acknowledged that the apportionment method is based upon
- 293 the applicable trip generation rates for each assessment category
- 294 established in Appendix A of the rate resolution and any alternative annual
- 295 assessment calculation based upon trip generation shall be accepted.
- 296 (c) If the board determines that the data, information and assumptions utilized
- 297 by the lessee to calculate the alternative annual assessment are accurate and

298 based upon independent, verifiable sources and comply with the requirements of
299 this section, the alternative annual assessment shall be paid in lieu of the annual
300 assessment established under section 46-207

301
302 (d) If the board determines that the data, information and assumptions utilized
303 by the applicant to calculate the alternative annual assessment do not comply
304 with the requirements of this section, then the board shall adopt the annual
305 assessment provided in the annual island assessment. Once an alternative
306 assessment calculation has been adopted by the board for a particular leasehold,
307 such alternative assessment shall be presumed to continue in future years until
308 the alternative assessment calculation is no longer current and valid, as
309 determined by the board.

310 **Sec. 46-211. - Collection procedures.**

311 (a) The board shall specify in the resolution adopting the annual island
312 assessment roll, or in a separate resolution establishing the billing and collection
313 procedures provided under this section:

- 314 (1) The due date;
- 315 (2) Any discounts for early payment;
- 316 (3) The delinquency date;
- 317 (4) The interest penalty on delinquent payments;
- 318 (5) Any right of payment by installments; and
- 319 (6) The place of payment.

320 (b) The clerk of the circuit court, agent of the clerk, or tax collector shall
321 forthwith upon adoption of the annual island assessment roll or the addendum, if
322 any, mail a notice to the lessee of each lot or parcel at the address incorporated
323 on the annual island assessment roll, or its addendum, if any. The notice shall
324 advise the lessee of such lot or parcel of:

- 325 (1) The aggregate amount of the aggregate annual assessments to be
326 imposed against each lot or parcel that is subject to a leasehold;
- 327 (2) The due date;
- 328 (3) Any established discounts for early payment;
- 329 (4) Any right to payment by installments;
- 330 (5) The delinquency date;
- 331 (6) The interest penalty on delinquent payments; and

332 (7) The place of payment.
333

334 (c) Collection of the annual assessments under the collection procedures
335 shall be by the clerk of the circuit court, agent of the clerk, or tax collector.
336

337 (d) Effective January 1, 2012, the Board of County Commissioners may elect
338 to collect special assessments relative to Santa Rosa Island by the Uniform
339 Collection Method and if such election is made, the Uniform Collection Method
340 shall supersede the one set forth in this section.
341

342 **Sec. 46-212. - Annual assessments shall constitute a lien on residential property.**

343 (a) All annual assessments imposed in this article shall constitute, and are
344 hereby imposed as, liens as of the assessment date against any residential or
345 commercial leasehold against which the annual assessments are imposed. Until
346 fully paid and discharged or barred by law, such annual assessments shall
347 remain liens equal in rank and dignity with the liens of all state, county, district or
348 municipal taxes and special assessments and superior in rank and dignity to all
349 other subsequently filed liens, encumbrances, titles and claims in, to or against
350 the leasehold involved.

351 (b) Unpaid annual assessment liens shall remain and constitute liens against
352 such residential or commercial leasehold within the county as provided by law.

353 (c) If any annual assessment lien becomes delinquent by not being fully paid
354 prior to the delinquency date, the clerk of the circuit court, agent of the clerk, or
355 tax collector upon delivery of the list of outstanding and uncollected annual
356 assessments to the board as provided in section 46-213, shall cause to be
357 prepared a notice of lien containing:

358 (1) The amount of the delinquent annual assessments, including the
359 amount of the interest penalty;

360 (2) A legal description of the residential or commercial leasehold
361 against which the lien is imposed; and

362 (3) The name of the lessee.
363

364 The notice of lien shall be recorded in the official records book of the county.

365 **Sec. 46-213. - Payment of annual assessments; discharge of recorded liens.**

366 (a) Unless otherwise designated by the board, the clerk of the circuit court,
367 the agent of the clerk, or tax collector is hereby vested with the power and the
368 duty to collect payments of annual assessments.

369 (b) The clerk of the circuit court, the agent of the clerk, or tax collector shall

370 mail a second notice to all lessees of residential or commercial master
371 leaseholds who have not paid the applicable annual assessments prior to or on
372 the due date. Such delinquency notice shall specify:

- 373 (1) The amount of the annual assessment;
374 (2) The delinquency date;
375 (3) The interest penalty on delinquent payments; and
376 (4) The requirement in this article for the recordation of a lien in the
377 manner provided by section 46-12.

378 (c) Within 30 days after the delinquency date, the clerk of the circuit court,
379 agent of the clerk, or tax collector shall prepare and deliver to the board a list of
380 outstanding and uncollected annual assessments for such fiscal year. Such list
381 shall contain for each lot or parcel:

- 382 (1) The amount of the outstanding aggregate annual assessment for
383 the fiscal year;
384 (2) The legal description; and
385 (3) The lessee.

386 (d) Upon delivery of such list, all such outstanding annual assessments
387 or liens may be discharged and satisfied by payment to the clerk of the
388 circuit court, agent of the clerk, or tax collector of the aggregate amount
389 due for such outstanding annual assessments, together with the total of
390 any prior annual assessments or liens, plus interest penalties, for such
391 residential or commercial leaseholds that remain outstanding and unpaid.
392 When any such lien or liens has been fully paid or discharged, the clerk of
393 the circuit court, agent of the clerk, or tax collector shall properly cause
394 evidence of the satisfaction and discharge of such lien to be provided.
395 Said lien or liens shall not be assigned by the board to the person.
396
397

398 **Sec. 46-214. - Enforcement of delinquent annual assessments.**

399
400 (A.) All delinquent annual assessment liens may be enforced at any time by the board
401 subsequent to the date of the recording of the notice of lien provided for in
402 section 46-212 for the amount due under such recorded liens, including all
403 interest penalties, plus costs and a reasonable attorney's fee, by proceedings in
404 a court of equity to foreclose such liens in the manner in which a mortgage lien is
405 foreclosed under the laws of state, or, in the alternative, foreclosure proceedings
406 may be instituted and prosecuted under the provisions of F.S. ch. 173, or the
407 collection and enforcement of payment thereof may be accomplished by any
408 other method authorized by law. It shall be lawful to join in any complaint for

409 foreclosure or any such legal proceedings, any one or more leaseholds that are
410 the subject of a lien or liens.

411
412 (B.) The Board of County Commissioners retains the authority to waive penalties and
413 interest accrued on delinquent annual assessments. In order to have penalties
414 and interest waived on a delinquent account, an applicant for relief must follow
415 these procedures:

- 416
417 1. Provide a written request for relief from penalties and interest to the
418 County Administrator. The written request shall demonstrate that the
419 failure to timely pay the assessment was due to extraordinary
420 circumstances.
- 421
422 2. The County Administrator shall place such written request on a Board of
423 County Commissioners agenda for action along with a recommendation
424 regarding whether the applicant appears to have demonstrated
425 extraordinary circumstances.
- 426
427 3. In the event the Board of County Commissioners votes to provide any
428 relief pursuant to this section, the applicant shall be responsible for any
429 costs associated with that relief, such as cost of recording, unless
430 otherwise directed by the Board of County Commissioners.
431

432 **Sec. 46-215. - Interim services charge on new construction.**

433 (a) An interim services charge shall be imposed against the lessee of all
434 residential and commercial leaseholds on which a building is constructed
435 subsequent to the assessment date. The amount of the interim services charge
436 shall be calculated upon a monthly rate, which shall be one-twelfth of the annual
437 assessments as established in the rate resolution for the fiscal year in which
438 occupancy of the new construction occurs for the applicable classification of
439 residential or commercial leasehold. Such monthly rate shall be imposed for each
440 full calendar month remaining in the fiscal year of the unit. No certificate of
441 occupancy of the county or the authority shall be issued until full payment of the
442 interim services charge is received by the county.

443
444 (b) Such interim services charge shall be deemed delinquent on the date
445 occupancy occurred and shall constitute a lien against such residential or
446 commercial leasehold as of that date. Such lien shall be equal in rank and dignity
447 with the liens of all state, county, district or municipal taxes and special
448 assessments, and superior in rank and dignity to all other subsequently filed
449 liens, encumbrances, titles and claims in and to or against the leasehold involved
450 and may be recorded as provided in section 46-212 and enforced as provided in
451 section 46-214

452

Sec. 46-216. - Correction of errors and omissions; petition to board.

453 (a) No act of error or omission on the part of the property appraiser, county
454 administrator, clerk of the circuit court, agent of the clerk, or tax collector, board
455 or their deputies or employees, shall operate to release or discharge the
456 obligation of the lessee of a residential or commercial master leasehold for
457 payment of the annual assessments or the interim services charge imposed by
458 the board under the provision of this article. Any errors or omissions may be
459 corrected at any time by the board, or its designee, and when so corrected shall
460 be considered valid ab initio and shall in no way affect the enforcement of the
461 annual assessments or the interim services charge imposed under the provisions
462 of this article.

463 (b) When it shall appear that any annual assessment should have been
464 imposed under this article against a residential or commercial master leasehold,
465 but that such property was omitted from the annual island assessment roll or any
466 addendum, the board may, by resolution, impose the application annual
467 assessment for the fiscal year in which such error is discovered, in addition to the
468 applicable annual assessments due for the prior two fiscal years. Such aggregate
469 annual assessments shall become delinquent if not fully paid upon the expiration
470 of 90 days from the date of the adoption of such resolution. Such annual
471 assessments shall constitute a lien against such residential or commercial
472 master leasehold upon becoming delinquent and shall be subject to a penalty.
473 Such lien shall be equal in rank and dignity with the liens of all state, county,
474 district or municipal taxes and special assessments, and superior in rank and
475 dignity to all other subsequently filed liens, encumbrances, titles and claims in
476 and to or against the leasehold involved and may be recorded as provided in
477 section 46-212 and enforced as provided in section 46-214

478 (c) Any lessee of a residential or commercial master leasehold may petition
479 the board to correct any asserted error or omission in relation to his residential or
480 commercial master leasehold in the adoption of the annual island assessment
481 roll or its addendum, if any, or in the implementation of this article within 90 days
482 of the date the asserted error or omission occurred. Such petition shall be
483 initiated by filing with the county administrator a written petition containing the
484 name of the lessee, a legal description of the affected lot or parcel that is the
485 subject of a residential or commercial master leasehold, a summary description
486 of the asserted error or omission and the relief requested of the board. Such
487 petition shall be considered by the board at any regular or special meeting.

488
489 (d) The board shall have the authority at any time, upon its own initiative or in
490 response to a timely filed petition from any lessee of a residential or commercial
491 master leasehold, to correct any error or omission in the adoption of any annual
492 assessment roll or any addendum, if any, or in the implementation of this article
493 including, but not limited to, an error in inclusion or exclusion of any residential or
494 commercial master leasehold.

495 **Sec. 46-217. - Calculation of time periods.**

496
497 For the purpose of calculating the time periods for the public notice required
498 under section 46-207, the date of initial publication shall be counted and the date of the
499 public hearing shall not be counted.

500 **Sec. 46-218. - Services provided by the county within the unit.**

501 (a) *County sheriff* shall mean the services, activities and functions performed
502 by uniformed deputies of the county sheriff's department within the unit and the
503 operations of the sheriff's substation located therein, and the administrative
504 expenses related to the providing of these services.

505 (b) *County mosquito control* shall mean the management, control or
506 eradication of arthropods, as that term is defined by F.S. § 388.011, which is
507 performed by the county within the unit, and the administrative expenses related
508 to the providing of this service.

509 (c) *Administrative expenses* shall mean the expenses incurred by the county
510 or comptroller in the formation of the unit and the imposition and collection of the
511 annual assessments.
512

513
514 **Section 2. Severability.**

515
516 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
517 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
518 way affect the validity of the remaining portions of this Ordinance.
519

520 **Section 3. Inclusion in the Code.**

521
522 It is the intention of the Board of County Commissioners that the provisions of
523 this ordinance shall become and be made a part of the Escambia County Code; and
524 that the sections of this Ordinance may be renumbered or relettered and the word
525 "ordinance" may be changed to "section", "article", or such other appropriate word or
526 phrase in order to accomplish such intentions.
527

528 **Section 4. Effective Date.**

529
530 This Ordinance shall become effective upon filing with the Department of State.

531
532 DONE AND ENACTED THIS ____ DAY OF _____, 2012.

533
534 BOARD OF COUNTY COMMISSIONERS
535 ESCAMBIA COUNTY, FLORIDA
536
537

BY: _____
Wilson B. Robertson, Chairman

538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:
Filed with Department of State:
Effective:

DRAFT



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2234 **Clerk & Comptroller's Report** **12. 1.**
BCC Regular Meeting
Meeting Date: 03/15/2012
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditure for Pay Date March 2, 2012, in the amount of \$2,061,852.30;

B. The following two Disbursement of Funds:

(1) February 23, 2012, to February 29, 2012, in the amount of \$2,303,597.12; and

(2) March 1, 2012, to March 7, 2012, in the amount of \$13,021,672.17;

C. Tourist Development Tax Collections Data for the January 2012 returns received in the month of February 2012; this is the fifth month of collection in Fiscal Year 2012, and the total collected for the month of January 2012 was \$267,790, which is a 4.46% increase over collections during January 2011; budgeted revenues for the first five months, or 41.67%, of the Fiscal Year, are \$2,264,063, while actual Fiscal Year-to-Date collections are \$1,741,424;

D. Investment Report for the month ended February 29, 2012; and
(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

E. Two Budget Comparison Reports as of February 29, 2012.
(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

CR I-1



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◊ AUDITOR ◊ ACCOUNTANT ◊ EX-OFFICIO CLERK TO THE BOARD ◊ CUSTODIAN OF COUNTY FUNDS ◊

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Payroll Expenditures of the
 Board of County Commissioners

Pay Date: March 2, 2012

Check No:	\$0.00
Direct Deposits:	\$1,093,548.97
Total Deductions and Matching Costs:	\$968,303.33
Total Expenditures:	\$2,061,852.30

2012 FEB 29 P 2:41
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA



EXECUTIVE ADMINISTRATION / LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

02/23/12 to 02/29/12

DISBURSEMENTS

Computer check run of:

<u>02/29/12</u>	\$ <u>2,221,009.24</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>18,246.74</u>
Dental Insurance	\$ <u>41,718.63</u>
Credit Card Purchases	\$ <u>22,622.51</u>

Total Disbursement by Wire

\$ 82,587.88

TOTAL DISBURSEMENTS

\$ 2,303,597.12

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 MAR - 1 A 10: 52
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◊ AUDITOR ◊ ACCOUNTANT ◊ EX-OFFICIO CLERK TO THE BOARD ◊ CUSTODIAN OF COUNTY FUNDS ◊

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

03/01/12 to 03/07/12

DISBURSEMENTS

Computer check run of:

<u>03/07/12</u>	\$ <u>1,895,935.49</u>
<u>L-Vendor</u>	\$ <u>76,790.96</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire

Elected Official	\$ <u>6,871,369.25</u>
Preferred Governmental Claims	\$ <u>88,786.85</u>
Credit Card Purchases	\$ <u>3,524.04</u>
Civic Center	\$ <u>85,265.58</u>
Investments	\$ <u>4,000,000.00</u>

Total Disbursement by Wire

\$ 11,048,945.72

TOTAL DISBURSEMENTS

\$ 13,021,672.17

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 MAR -7 P 2:28
 OF THE BOARD OF
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

* AUDITOR * ACCOUNTANT * EX-OFFICIO CLERK TO THE BOARD * CUSTODIAN OF COUNTY FUNDS *

FINANCE
 JURY MANAGEMENT
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 ONE STOP
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
 Clerk of the Circuit Court and Comptroller

By: *Patricia L. Sheldon*
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court and Comptroller

DATE: March 9, 2012

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the January 2012 returns received in the month of February 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fifth month of collection in fiscal year 2012.

- ✓ Total collected for the month of January 2012 was \$267,790. This is a 4.46% increase over collections during January 2011.
- ✓ The Board is five months into the fiscal year, which is 41.67% of the year. Budgeted revenues for 41.67% of the fiscal year are \$2,264,063, while actual fiscal year-to-date collections are \$1,741,424.

Please feel free to call me if you have any questions.

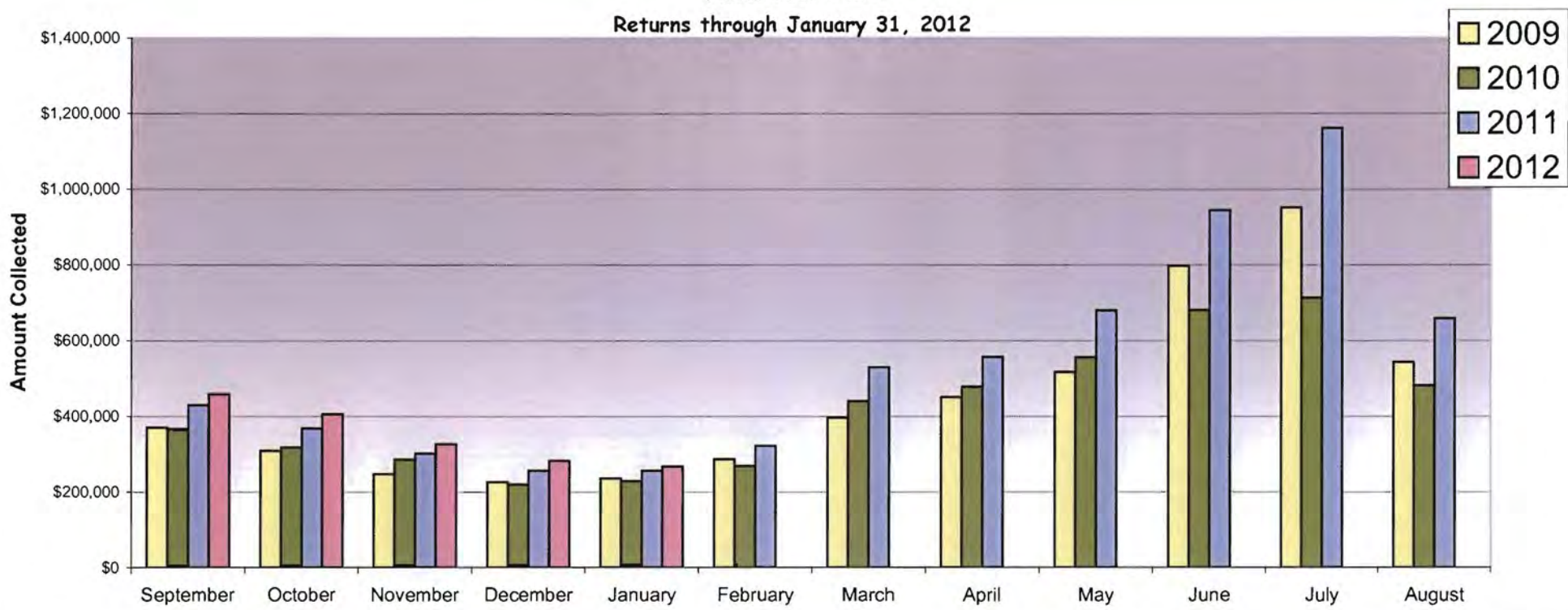
PLS/nac

2012 MAR - 8 P 1:58
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

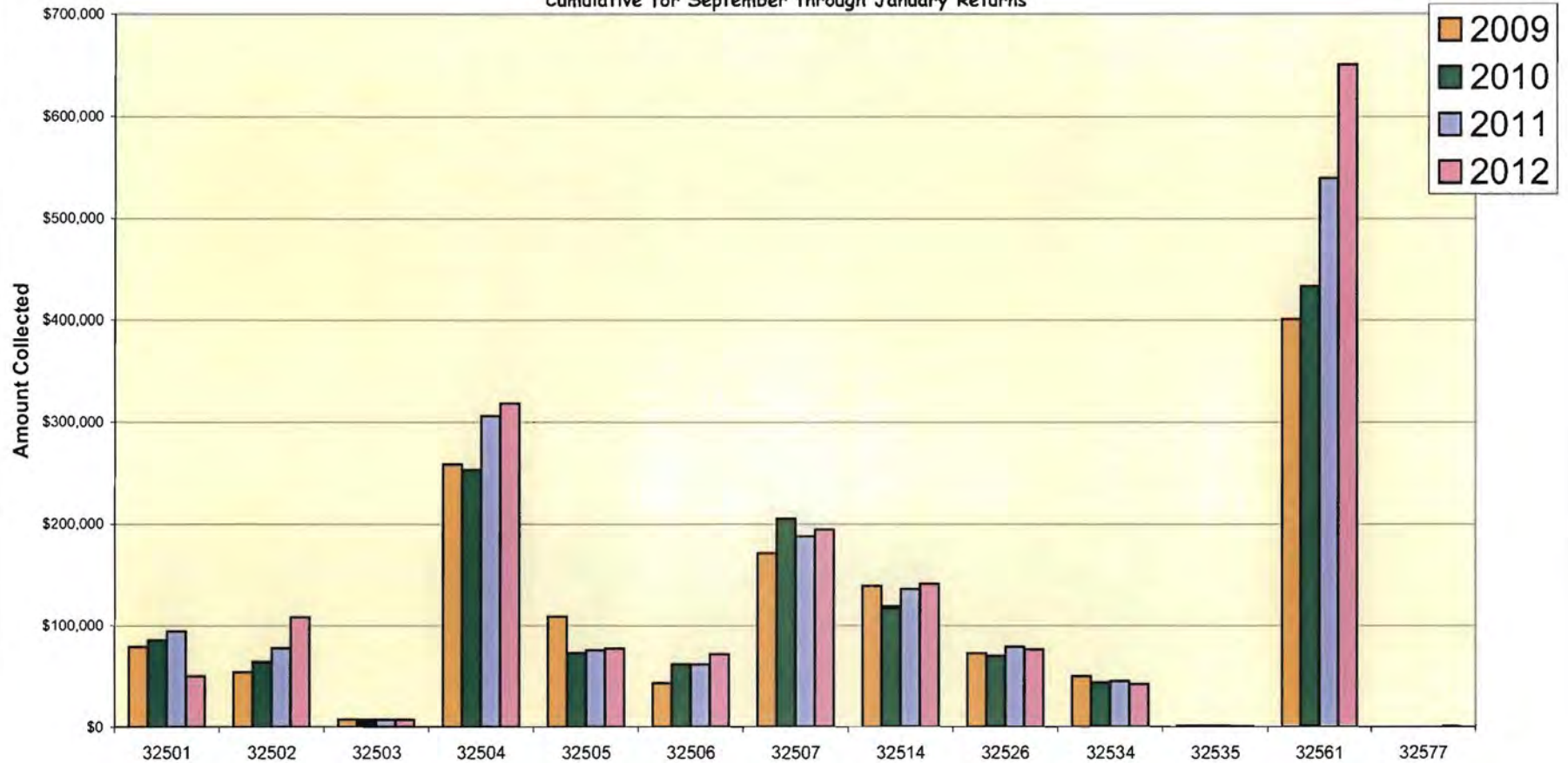
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF FEBRUARY 29, 2012

Zip Code	Fiscal Year 2012	Fiscal Year 2011	Difference	% Change
	YTD Collected	YTD Collected		
32501	50,266	94,631	(44,365)	-47%
32502	108,567	78,071	30,496	39%
32503	7,046	7,151	(105)	-1%
32504	318,475	306,094	12,381	4%
32505	77,630	75,855	1,775	2%
32506	72,176	61,990	10,186	16%
32507	194,820	187,825	6,995	4%
32514	140,996	135,789	5,207	4%
32526	76,754	79,165	(2,412)	-3%
32534	42,331	45,497	(3,166)	-7%
32535	731	903	(171)	-19%
32561	651,106	539,470	111,636	21%
32562	-	-	-	0%
32577	525	-	525	100%
Total	\$ 1,741,424	\$ 1,612,442	\$ 128,982	8%

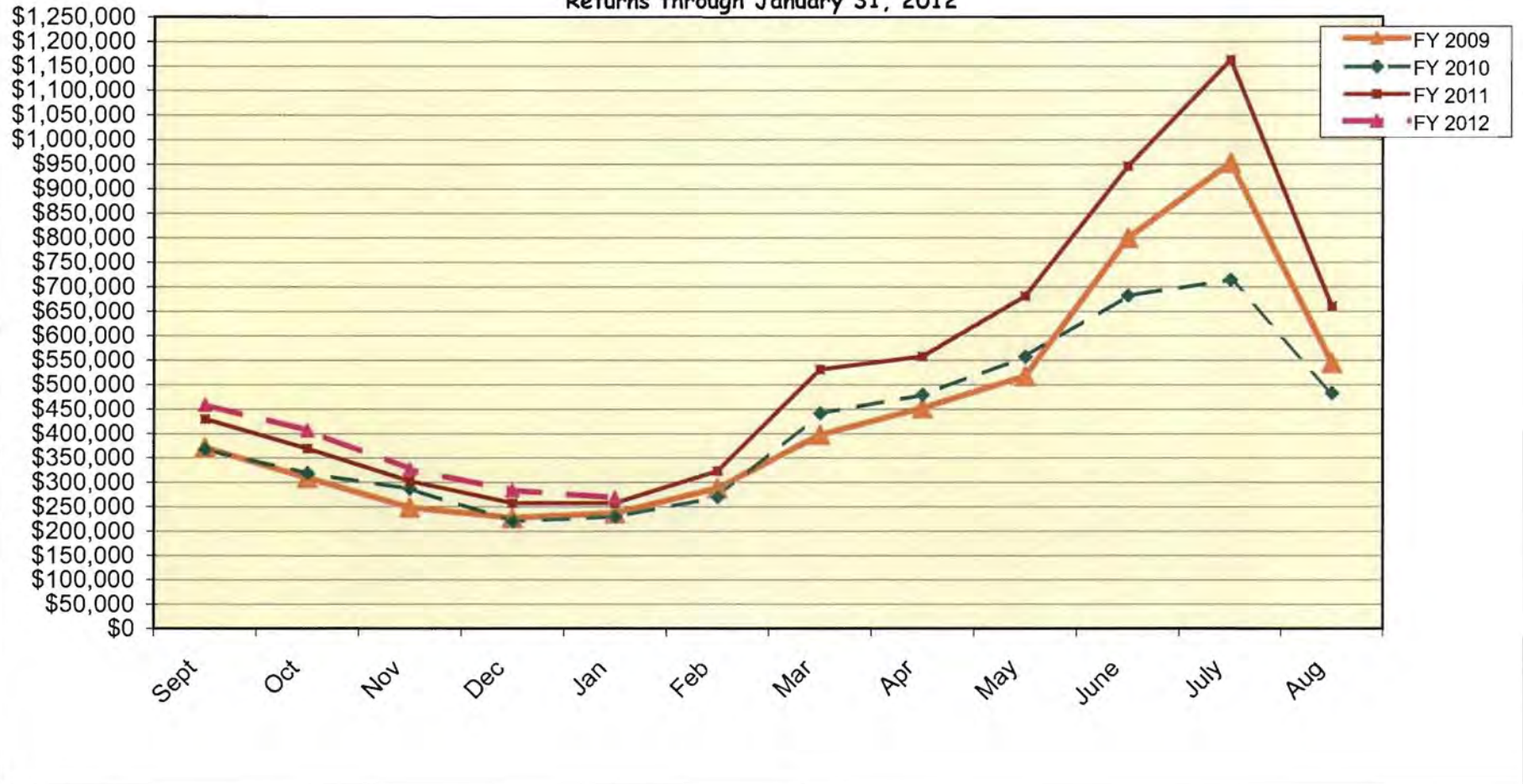
Tourist Development Tax Collections
Fiscal Year 2012
Returns through January 31, 2012



Tourist Development Tax Collections
 Comparison on a Monthly Basis
 Cumulative for September through January Returns



TOURIST DEVELOPMENT TAX
4 YEAR TRENDLINE
Fiscal Year 2012
Returns through January 31, 2012



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2012
 AS OF FEBRUARY 29, 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
02/12	9,900	4%	19,812	7%	1,322	0%	61,237	23%	15,166	6%
Total	\$ 50,266	3%	108,567	6%	\$ 7,046	0%	\$ 318,475	18%	\$ 77,630	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
02/12	12,784	5%	26,494	10%	24,125	9%	13,587	5%	7,496	3%
Total	\$ 72,176	4%	\$ 194,820	11%	\$ 140,996	8%	\$ 76,754	4%	\$ 42,331	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/11	162	0%	199,210	43%	-	0%	244	0%	458,182	100%
11/11	359	0%	170,514	42%	-	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%	-	0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
02/12	-	0%	75,867	28%	-	0%	-	0%	267,790	100%
Total	\$ 731	0%	\$ 651,106	37%	\$ -	0%	\$ 525	0%	1,741,424	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF FEBRUARY 29, 2011

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
02/11	9,918	4%	19,443	8%	1,169	0%	57,730	23%	13,236	5%
Total	\$ 94,631	6%	\$ 78,071	5%	\$ 7,151	0%	\$ 306,094	19%	\$ 75,855	5%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	25,345	10%	16,739	7%	9,937	4%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
Total	\$ 61,990	4%	\$ 187,825	12%	\$ 135,789	8%	\$ 79,165	5%	\$ 45,497	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	256,727	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
Total	\$ 903	0%	\$ 539,470	33%	\$ -	0%	\$ -	0%	\$ 1,612,442	100%

Tourist Development Tax Collection Data
 Reported in Fiscal Year Format
 Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of										
		2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*	2012*
OCT	SEP	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850	343,637
NOV	OCT	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579
DEC	NOV	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845
JAN	DEC	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164
FEB	JAN	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843
TOTAL		820,378	905,209	1,105,102	1,198,367	1,041,692	1,077,231	1,040,679	1,064,435	1,209,331	1,306,068

Source: Spreadsheet entitled "Revenue Calculations", line 6 for the current month.

TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of										
		2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
OCT	SEP	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283	114,546
NOV	OCT	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526
DEC	NOV	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615
JAN	DEC	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721
FEB	JAN	48,987	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948
TOTAL		265,624	293,072	365,219	398,109	347,231	359,077	346,893	354,812	403,111	435,356

Source: Spreadsheet entitled "Revenue Calculations", line 5 for the current month.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2244 **Clerk & Comptroller's Report** **12. 2.**

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: Comprehensive Annual Financial Report

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Comprehensive Annual Financial Report Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended September 30, 2011, as prepared by the Finance Department of the Clerk of the Circuit Court and Comptroller's Office, and audited by Warren Averett O'Sullivan Creel Division, Certified Public Accountants and Consultants.

Attachments

CR I-2



Enclosure

EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
CHILD SUPPORT
CLERK TO THE BOARD
COUNTY CIVIL
COUNTY CRIMINAL
COURT DIVISION
CIRCUIT CIVIL
CIRCUIT CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

• AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS •

FINANCE
JURY MANAGEMENT
GUARDIANSHIP
HUMAN RESOURCES
JUVENILE DIVISION
MARRIAGE
MENTAL HEALTH
MANAGEMENT INFORMATION SYSTEMS
OFFICIAL RECORDS
ONE STOP
OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
Administrator for Financial Services
Clerk of the Circuit Court & Comptroller

DATE: March 12, 2012

SUBJECT: Comprehensive Annual Financial Report

2012 MAR -8 A 8:16
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.

RECOMMENDATION:

That the Board accept, for filing with the Board's Minutes, the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended September 30, 2011, as prepared by the Finance Department of the Clerk of the Circuit Court and Comptroller's Office and audited by Warren Averett O'Sullivan Creel Division, Certified Public Accountants and Consultants.

PLS/nac



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2242 **Clerk & Comptroller's Report** **12. 3.**

BCC Regular Meeting

Meeting Date: 03/15/2012

Issue: Acceptance of Documents

From: Doris Harris

Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following four documents provided to the Clerk to the Board's Office:

- A. The recorded Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement for Eugene S. Kerr, for property located at 1002 North Navy Boulevard, as approved by the Board on June 16, 2011, and recorded in Official Records Book 6822, Pages 1900 and 1901, on February 23, 2012;
- B. The recorded Escambia County Community Redevelopment Agency Residential Rehab Grant Program Lien Agreement for Debra Russell, for property located at 2324 West Avery Street, as approved by the Board on July 21, 2011, and recorded in Official Records Book 6822, Pages 1902 and 1903, on February 23, 2012;
- C. The replacement *Lake Stone Campground Rules and Regulations - Section I, Part D.3.D*, of the Board's Policy Manual, which was erroneously entitled *Part D.3.C* when the Policy was adopted by the Board on July 19, 2007, as provided to the Clerk to the Board's Office on February 21, 2012, via email; and
- D. The *Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2011 and 2010*, as provided by Paula G. Drummond, Executive Director/Counsel, Health Facilities Authority, and received in the Clerk to the Board's Office on March 2, 2012.

Attachments

CR I-3

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued

15. Approving, and authorizing the County Administrator to execute, the following Change Order, which will increase the Purchase Order amount to complete sampling for the Escambia Bay PCB (Polychlorinated Biphenyls) Remediation Study (Funding: Fund 110, Other Grants and Projects, Cost Center 221009, the Escambia Bay PCB Remediation, Object Code 53401):

Department:	Community & Environment
Division:	Water Quality & Land Management
Type:	Addition
Amount:	\$18,000
Vendor:	TestAmerica Laboratories, Inc.
Project Name:	Escambia Bay PCB Remediation
Contract:	N/A
Purchase Order Number:	101657
Original Award Amount:	\$35,000
Cumulative Amount of Change Orders through Number 1:	<u>\$18,000</u>
New Purchase Order Amount:	\$53,000

16. Ratifying the following June 16, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1002 North Navy Boulevard:
- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Eugene S. Kerr, owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for painting the exterior of the building; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

18. See Page 26.

19. Ratifying the following July 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 2324 West Avery Street:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Debra Russell, owner of residential property located at 2324 West Avery Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$4,400, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the replacement of the roof; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

20. Taking the following action concerning the Solid Waste Management Department modification of rates and services (Funding: revenue realized will be deposited in Fund 401, Solid Waste Fund, Operational Revenue Accounts 343404, 343405, 343406, 343407, and 343417):

- A. Adopting the Rate Resolution (*R2011-111*) revising the Schedule of Rates and Fees for Escambia County's Municipal Solid Waste Disposal Facilities, effective October 1, 2011 (this supersedes Resolutions R2007-190 and R2009-212);
- B. Authorizing the Chairman to sign the Resolution;
- C. Approving to discontinue the Escambia County, Florida, and the City of Pensacola Interlocal Agreement relating to the delivery and processing of recyclable materials; and
- D. Authorizing staff to generate the solicitation for recycling services.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-13. Approval of Various Consent Agenda Items – Continued

10. Taking the following action concerning two reappointments to the Escambia County Health Facilities Authority: 2022

A. Waiving the Board's Policy Section I, Part B 1.(D), Appointment Policy and Procedures; and

B. Reappointing Arthur J. Hall, Jr., and Eugene Franklin for an additional four-year term, effective August 22, 2007, through August 21, 2011, as requested by Paula G. Drummond, Executive Director.

11. Adopting the revised Policy regarding Lake Stone Campground Rules and Regulations, Section 1; D.3.C. 2022

12. Adopting the revised Policy regarding the Escambia County Equestrian Center Rules & Regulations, Board Policy, Section 1; I.D.8. 2022

13. Adopting the revised Policy regarding Use and Fees for County Parks, Board Policy, Section 1; D.3. 2022



Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver
County Administrator

MEMORANDUM

TO: Board of County Commissioners
Other Elected Officials
Management Team

FROM: Shirley Gafford, Program Coordinator *SG*
County Administration

DATE: February 21, 2012

RE: Policy Manual Updates

Enclosed are updates for the Board of County Commissioners Policy Manual, as submitted by the Public Information Office, the County Attorney's Office, the Human Resources Department and the County Administrator's Office. Please call (595-4916) if you have any questions or need additional information

- REPLACE: Index, Section I, page iii.
- REPLACE: Index, Section II, page v.
- REPLACE: Section I, Part A, 14, Office of Public Information and Communications Communications Policy, Page 13G (1-5), February 2, 2012.
- REPLACE: Section I, Part A, 15, Orderly Conduct of Meetings, Page 13H (1-2) amended January 19, 2012.
- REPLACE: Section I, Part D 3C, Lake Stone Campground Rules and Regulations, Page 27 (1-3), to correct Policy Number.
- INSERT: Section II, Part C-1, Escambia County Social Media Policy, Page 51 (1-6), approved February 2, 2012.
- REPLACE: Section II, Part C 3, Procedure for Board of County Commissioners Departments Sick and Annual Leave Charges/Credits and Pay Involving Loss of Time Injuries, Pages 54C-54F, to correct numbering on Index Page.

Enclosures

- c: W.A. "Buck" Lee, SRIA
Patty Sheldon, Financial Services Administrator
Doris Harris, Deputy Clerk
Liz Carew, Recording Specialist
Cheryl Lively, Program Coordinator

**Board of County Commissioners
Escambia County, Florida**

Title: Lake Stone Campground Rules and Regulations – Section I, Part D.3.D
Date Adopted: July 6, 1978
Effective Date: July 19, 2007, as Amended
Reference:
Policy Amended: November 4, 1999; March 4, 2004; July 19, 2007

1. Site selection is first come, first served. Reservations may be made for camping but not for specific campsites, up to 45 days in advance only with advanced payment. Length of stay is 14 days at prime sites (18-29) and 30 days at non-prime sites (1-17; 30-77). If campground is not full, a camper may renew his reservation at a non-prime site with permission from campground manager and/or Parks & Recreation Director. Renewal can be made no earlier than the last day of the current reservation. The Parks & Recreation Director, at his/her discretion, may facilitate the removal of disruptive campers, visitors and/or rule violators. The Director may also ban these disruptive campers, visitors and/or rule violators for up to one year.
2. Parking is not allowed on the main park road. Extra vehicles must be parked in parking area north of caretaker house.
3. No more than eight (8) registered campers per campsite. Additional campsites must be rented to accommodate larger groups of over 8 persons. Every effort will be made to place large groups adjacent to each other, but is not guaranteed. Groups over eight wanting to camp on the same site must pay full camp rate for each 8 campers.
4. Unoccupied recreational vehicles left in a campsite shall pay full daily rate. The maximum time allowed for any recreational vehicle unoccupied is 30 days. Campers must leave emergency numbers with the campground manager in order to leave a recreational vehicle unattended. At the end of 30 days or the days in which the camper is paid through, the recreational vehicle will be moved at the owner's expense to a storage area near the campground manager's residence. Escambia County and the campground manager are not responsible for accidents or damage to any recreational vehicle.
5. Gathering of firewood is limited to wood found on the ground only. Campers are encouraged to bring their own firewood.
6. The period between 10:00 p.m. and 7:00 a.m. is designated as quiet time. All activities during this time shall be carried out with respect to others right to rest. Campers making too much noise or being otherwise disruptive during this time will be asked to leave the premises.
7. Washing vehicles in campground is strictly prohibited.
8. Pets are allowed but must remain under owners control and on a leash at all times. Violators will be asked to leave the campground or remove the animals from the camping area.
9. Showers are for registered campers only.

10. Sanitary dump is free to campers. Other users subject to \$10.00 plus tax charge.
11. Camping is allowed in designated camping sites only. Litter barrels are provided and requested that the campers use them to help keep the campground clean.
12. Children 17 and under shall have an adult guardian on the premises at all times. Children under age 12 shall be accompanied by an adult while using the fishing pier. Bicycles are prohibited on the pier. Only registered campers, visitors, and day users are allowed to use the pier.
13. Boats must be launched from designated launching areas only. A boat launch is provided just east of the campground.
14. Fires must be within existing fire ring only.
15. Alcoholic beverages prohibited. See County Ordinance 97-15 Section 1-22-26 Sub 6.
16. Pavilion may be reserved up to one year in advance. A deposit of \$50.00 must be received to hold the reservation. The \$50.00 deposit will be returned if the facility is undamaged after use and made ready for the next use. The decision of the campground manager will be final.
17. Check out time is 10:00 a.m.
18. Gate is closed at 10:00 p.m. Day users shall exit at 10:00 p.m.
19. The campground manager is authorized one (1) non-water front camping space to be designated as a "Camp Host" site, to allow for extended stay at no charge for camping in return for assisting the manager with maintenance and management of the campground. The Recreation Division Manager, Escambia County Parks & Recreation Department, must approve the designated host.
20. Campsites must be kept clean and orderly. Units and other site structures must be cleaned.
21. Each individual is responsible for leaving the campground facilities in clean condition after use.
22. Storage of materials not normally associated with camping is prohibited. Items allowed should not detract from the overall appearance of the site. Campground manager and/or Parks & Recreation Department's Recreation Division Manager has authority to determine if item(s) need to be removed.
23. Tents are not to be used for storage, nor should they be left up when not being used for current overnight stay.

FEES AND CHARGES

Daily entrance fees	\$1.00 (tax included) per person. Up to six (6) visitors per registered campsite may enter at no charge. Participants at a registered function at the pavilion may enter at no charge.
Camping fees	\$13.00 per day, plus tax, for residents \$15.00 per day, plus tax, for non-residents Price includes electricity and water hookups. \$9.00 per day, plus tax for Senior Citizens (65 and older) and for campers with disabilities, for residents. \$13.00 per day, plus tax, for Senior Citizens (65 or older) and for campers with disabilities, for non-residents Price includes electricity and water hookups. Proof of age and/or disability is required.
Pavilion Rental	\$30.00 plus tax, per use, up to a full day, for residents \$40.00 plus tax, per use, up to a full day, for non-residents \$20.00 plus tax, per use, up to a full day, for users renting 10 or more campsites during use. \$10.00 sanitary dump fee per use. \$50.00 refundable cleaning deposit at the time of the reservation and/or use. (Pavilion must be made ready for the next user in order to be refunded).

2007-000872 BCC
Jul. 19, 2007 Page 7
Board of County Commissioners
Escambia County, Florida

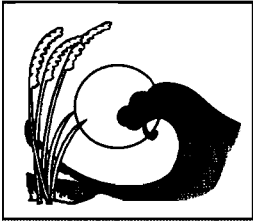
Title: Lake Stone Campground Rules and Regulations -- Section 1; D.3.C
Date Adopted: July 19, 2007
Effective Date: July 19, 2007
Reference:
Policy Superseded: March 4, 2004, November 4, 1999; and July 6, 1978

1. Site selection is first come, first served. Reservations may be made for camping but not for specific campsites, up to 45 days in advance only with advanced payment. Length of stay is 14 days at prime sites (18-29) and 30 days at non-prime sites (1-17, 30-77). If campground is not full, a camper may renew his reservation at a non-prime site with permission from campground manager and/or Parks & Recreation Director. Renewal can be made no earlier than the last day of the current reservation. The Parks & Recreation Director, at his/her discretion, may facilitate the removal of disruptive campers, visitors and/or rule violators. The Director may also ban these disruptive campers, visitors and/or rule violators for up to one year.
2. Parking is not allowed on the main park road. Extra vehicles must be parked in parking area north of caretaker house.
3. No more than eight (8) registered campers per campsite. Additional campsites must be rented to accommodate larger groups of over 8 persons. Every effort will be made to place large groups adjacent to each other, but is not guaranteed. Groups over eight wanting to camp on the same site must pay full camp rate for each 8 campers.
4. Unoccupied recreational vehicles left in a campsite shall pay full daily rate. The maximum time allowed for any recreational vehicle unoccupied is 30 days. Campers must leave emergency numbers with the campground manager in order to leave a recreational vehicle unattended. At the end of 30 days or the days in which the camper is paid through, the recreational vehicle will be moved at the owners expense to a storage area near the campground manager's residence. Escambia County and the campground manager are not responsible for accidents or damage to any recreational vehicle.
5. Gathering of firewood is limited to wood found on the ground only. Campers are encouraged to bring their own firewood.
6. The period between 10:00 p.m. and 7:00 a.m. is designated as quiet time. All activities during this time shall be carried out with respect to others right to rest. Campers making too much noise or being otherwise disruptive during this time will be asked to leave the premises.
7. Washing vehicles in campground is strictly prohibited.
8. Pets are allowed but must remain under owners control and on a leash at all times. Violators will be asked to leave the campground or remove the animals from the camping area.
9. Showers are for registered campers only

10. Sanitary dump is free to campers. Other users subject to \$10.00 plus tax charge.
11. Camping is allowed in designated camping sites only. Litter barrels are provided and requested that the campers use them to help keep the campground clean.
12. Children 17 and under shall have an adult guardian on the premises at all times. Children under age 12 shall be accompanied by an adult while using the fishing pier. Bicycles are prohibited on the pier. Only registered campers, visitors, and day users are allowed to use the pier.
13. Boats must be launched from designated launching areas only. A boat launch is provided just east of the campground.
14. Fires must be within existing fire ring only.
15. Alcoholic beverages prohibited. See County Ordinance 97-15 Section 1-22-26 Sub 6.
16. Pavilion may be reserved up to one year in advance. A deposit of \$50.00 must be received to hold the reservation. The \$50.00 deposit will be returned if the facility is undamaged after use and made ready for the next use. The decision of the campground manager will be final.
17. Check out time is 10:00 a.m.
18. Gate is closed at 10:00 p.m. Day users shall exit at 10:00 p.m.
19. The campground manager is authorized one (1) non-water front camping space to be designated as a "Camp Host" site, to allow for extended stay at no charge for camping in return for assisting the manager with maintenance and management of the campground. The Recreation Division Manager, Escambia County Parks & Recreation Department, must approve the designated host.
20. Campsites must be kept clean and orderly. Units and other site structures must be cleaned.
21. Each individual is responsible for leaving the campground facilities in clean condition after use.
22. Storage of materials not normally associated with camping is prohibited. Items allowed should not detract from the overall appearance of the site. Campground manager and/or Parks & Recreation Department's Recreation Division Manager has authority to determine if item(s) need to be removed.
23. Tents are not to be used for storage, nor should they be left up when not being used for current overnight stay.

FEES AND CHARGES

Daily entrance fees	\$1.00 (tax included) per person. Up to six (6) visitors per registered campsite may enter at no charge. Participants at a registered function at the pavilion may enter at no charge.
Camping fees	\$13.00 per day, plus tax, for residents \$15.00 per day, plus tax, for non-residents Price includes electricity and water hookups. \$9.00 per day, plus tax for Senior Citizens (65 and older) and for campers with disabilities, for residents. \$13.00 per day, plus tax, for Senior Citizens (65 or older) and for campers with disabilities, for non-residents Price includes electricity and water hookups. Proof of age and/or disability is required.
Pavilion Rental	\$30.00 plus tax, per use, up to a full day, for residents \$40.00 plus tax, per use, up to a full day, for non-residents \$20.00 plus tax, per use, up to a full day, for users renting 10 or more campsites during use. \$10.00 sanitary dump fee per use. \$50.00 refundable cleaning deposit at the time of the reservation and/or use. (Pavilion must be made ready for the next user in order to be refunded).



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

March 1, 2012

Hon. Ernie Lee Magaha
Escambia County Clerk of Court
& Comptroller
Office of Clerk to the Board
Attn: Doris Harris
221 Palafox Place Room 130
Pensacola, FL 32502

Re: Audit of Authority Operations for Fiscal Year 2011

Dear Mr. Magaha:

Enclosed for filing with your office is a copy of the Authority's audit for the fiscal year ending September 30, 2011. Please contact me if you need additional information.

Very truly yours,

Paula G. Drummond

PGD:dl
Enc

ERNEE MAGAHA
CLERK OF COURT
ESCAMBIA COUNTY FL
2012 MAR -2 P 13

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
PENSACOLA, FLORIDA
FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2011 AND 2010

CONTENTS

	PAGE
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Basic Financial Statements:	
Statements of Net Assets	7
Statements of Revenues, Expenses, and Changes in Net Assets	8
Statements of Cash Flows	9
Notes to Financial Statements	10
Other Reports:	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	18
Management Letter	21

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited the accompanying basic financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2011 and 2010, as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the basic financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the Authority as of September 30, 2011 and 2010, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 15, 2012, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3 through 6 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Pensacola, Florida
February 15, 2012

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2011 AND 2010**

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2011.

Operational Highlights

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed.
- The Authority issues its tax exempt revenue bonds and notes to finance capital projects for non-profit health care organizations under the provisions of Chapters 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. Since 1975 the Authority has issued more than \$805,000,000 in 33 series of revenue bonds, refunding bonds, or tax exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida. See Note 6 - Conduit Debt Obligations for additional information on the Authority's financing activities.
- During fiscal year 2011 the Authority authorized a tax exempt equipment lease financing in an amount not to exceed \$15,000,000 for Baptist Hospital, Inc. Under Schedule I of the lease, Baptist acquired \$6,500,359 in equipment over the course of the fiscal year. The Authority's Series 1987 A&B Revenue Bonds in the original amount of \$4,700,000 were paid in full and redeemed. These bonds were issued for the Florida Convalescent Center nursing home project.
- On September 30, 2011, the Authority had \$392,095,568 in outstanding revenue and refunding bonds, and tax exempt equipment leases. The following table shows the name of each outstanding bond issue, the original issue dates, maturity dates, and current amounts outstanding:

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2011 AND 2010**

Operational Highlights (Continued)

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2011
\$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A	7-25-2000	7-1-2020	\$12,810,000
\$41,105,000 Revenue Bonds (Ascension Health Credit Group) Series 2002 C	8-15-2002	11-15-2032	\$41,105,000
\$191,850,000 Revenue Bonds (Ascension Health Credit Group) Series 2003 A	3-1-2003	11-15-2014	\$125,400,000
\$12,320,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 A	7-24-2003	11-15-2015	\$5,805,000
\$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	7-24-2003	11-15-2029	\$25,395,000
\$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	6-1-2005	6-5-2030	\$7,323,483
\$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	8-23-2005	7-5-2030	\$765,939
\$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12-9-2009	11-1-2019	\$14,496,853
\$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	2-15-2010	8-15-2036	\$153,410,000
\$15,000,000 Health Facilities Authority Baptist Hospital, Inc. Tax Exempt Equipment Financing Series 2010 – Schedule I \$6,500,359	12-8-2010	12-14-2015	\$5,584,293

- The Authority had a net operating loss for fiscal year 2011 of \$96,474. Interest earnings on funds invested in liquid depository accounts were minimal. The Authority maintains a managed custodial investment account to achieve higher earnings on its reserved funds. In fiscal year 2011 the investments were limited to US Government obligations, highly rated federal agency mortgaged backed securities, and FDIC guaranteed corporate bonds.
- At the end of fiscal year 2011, the Authority had net assets of \$3,274,805. Of these funds, \$3,000,000 is restricted on the advice of the Authority's tax counsel and accountants. These funds were received from its Series 2000 A Loan Program Bond Issue. The funds are not pledged as security for outstanding bonds of the Authority, but are restricted as a result of several factors. Ongoing concerns continue regarding the financial stability of Ambac Assurance Corporation (AAC), and its affiliated companies, which provide the interest rate swap and bond insurance financial products for the Series 2000 A bond issue. In April 2011 Moody's withdrew AAC's investment rating. Other factors include continued low returns on investments which contribute to operating losses, and the necessity to maintain cash balances to fund operating expenses of the Authority over the long term.
- The Authority's Charitable Grant Program (the "Program") for new grants was suspended during the fiscal year. The Authority distributed \$1,026 to the HIV Care Center as a final payment on the grant awarded during fiscal year 2010. See Note 8 for additional information. The Program provides grants to qualified nonprofit charitable organizations in Escambia County which apply for specific health care related project funding, subject to funds being available in the Authority's budget.
- The Authority launched its website during the fiscal year which can be viewed at www.ehealthfinance.org. The website includes information about the Authority's history and operations; its current meeting schedule; the current board of directors and staff; details on outstanding bonds; the charitable grant program, and photographs of various projects financed by the Authority since its formation in 1975.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2011 AND 2010**

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statement of Net Assets presents information on all the Authority's assets and liabilities, with the difference between the two reported as net assets. The Statements of Revenues, Expenses, and Changes in Net Assets present information showing how the Authority's net assets have changed during the most recent fiscal year end. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements can be found on page 10 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Assets

	<u>2011</u>	<u>2010</u>
Current Assets	\$ 3,249,788	\$ 3,340,505
Non-Current Assets:		
Investments	47,502	55,876
Capital assets	3,912	2,901
Other assets	450	450
	<u>51,864</u>	<u>59,227</u>
Total Assets	<u>\$ 3,301,652</u>	<u>\$ 3,399,732</u>
Current Liabilities	\$ 17,618	\$ 18,918
Non-Current Liabilities	<u>9,229</u>	<u>9,535</u>
Total Liabilities	<u>26,847</u>	<u>28,453</u>
Net Assets:		
Invested in capital assets, net of related debt	3,912	2,901
Designated for future operations/bond related expenses	3,000,000	3,000,000
Undesignated	270,893	368,378
	<u>3,274,805</u>	<u>3,371,279</u>
Total Liabilities and Net Assets	<u>\$ 3,301,652</u>	<u>\$ 3,399,732</u>

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2011 AND 2010**

**Escambia County Health Facilities Authority's Revenues,
Expenses, and Changes in Net Assets**

	2011	2010
Operating Revenues	\$ 81,775	\$ 278,879
Operating Expenses	(202,077)	(238,896)
Nonoperating Revenues (Expenses)	23,828	(199,292)
Change in Net Assets	(96,474)	(159,309)
Net Assets - Beginning of Year	3,371,279	3,530,588
Net Assets - End of Year	\$ 3,274,805	\$ 3,371,279

At the end of the fiscal year the Authority had net assets of \$3,274,805, which is a decrease of \$96,474 from the net assets at the beginning of the fiscal year. Total investment income was \$24,854, which represents a 56% decrease in investment earnings from the prior fiscal year. The total operating expenses for the fiscal year were \$202,077, of which \$136,611 was distributed for payroll and related expenses.

Requests for Information

Questions concerning any of the information provided in this report may be directed to the following mailing address or through the Contact Us section of the Authority's website at www.ehealthfinance.org

Escambia County Health Facilities Authority
Attn: Executive Director
P.O. Box 2667
Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF NET ASSETS
SEPTEMBER 30, 2011 AND 2010

ASSETS

	2011	2010
Current Assets:		
Cash and cash equivalents	\$ 567,901	\$ 687,594
Investments	2,664,849	2,651,448
Interest receivable	16,704	-
Prepaid insurance	334	1,463
Total current assets	3,249,788	3,340,505
Non-Current Assets:		
Investments	47,502	55,876
Capital assets, net of accumulated depreciation	3,912	2,901
Deposits	450	450
Total non-current assets	51,864	59,227
Total Assets	\$ 3,301,652	\$ 3,399,732

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ -	\$ 519
Accrued expenses	2,719	2,506
Compensated absences	14,899	15,893
Total current liabilities	17,618	18,918
Non-Current Liabilities:		
Compensated absences	9,229	9,535
Total liabilities	26,847	28,453
Net Assets:		
Invested in capital assets, net of related debt	3,912	2,901
Unrestricted:		
Designated for future operations/bond related expenses	3,000,000	3,000,000
Undesignated	270,893	368,378
Total net assets	3,274,805	3,371,279
Total Liabilities and Net Assets	\$ 3,301,652	\$ 3,399,732

The accompanying notes are an integral part of these financial statements.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2011 AND 2010

	2011	2010
Operating Revenues:		
Fees -		
Annual bond	\$ 57,600	\$ 40,118
Monthly	1,175	1,261
Bond and issuer counsel	23,000	225,000
Bond counsel reimbursement	-	12,500
Total operating revenues	81,775	278,879
Operating Expenses:		
Accounting and auditing	15,083	16,654
Bond issuance	14,185	8,012
Contract labor	1,397	1,295
Depreciation	1,611	1,408
Dues and subscriptions	1,775	1,675
Office expense	7,955	4,024
Payroll	107,973	153,328
Payroll taxes	6,674	10,115
Pension and benefits	21,964	17,257
Rent	11,090	11,090
Seminars, training, and travel	12,370	14,038
Total operating expenses	202,077	238,896
Operating Income (Loss)	(120,302)	39,983
Nonoperating Revenues (Expenses):		
Investment income	24,854	57,114
Grants	(1,026)	(256,406)
Total nonoperating revenues (expenses), net	23,828	(199,292)
Change in Net Assets	(96,474)	(159,309)
Net Assets - Beginning of Year	3,371,279	3,530,588
Net Assets - End of Year	\$ 3,274,805	\$ 3,371,279

The accompanying notes are an integral part of these financial statements.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2011 AND 2010

	2011	2010
Cash Flows From Operating Activities:		
Receipts from health facilities and others	\$ 81,775	\$ 271,292
Payments to vendors	(77,883)	(76,981)
Payments to grantees	(1,026)	(256,406)
Payments to employees	(123,060)	(151,808)
Net cash used in operating activities	(120,194)	(213,903)
Cash Flows From Investing Activities:		
Purchases of investments	(994,542)	(6,433,171)
Sales and maturities of investments	971,217	5,262,239
Purchase of capital assets	(2,622)	-
Receipts from investment income	26,448	98,697
Net cash provided by (used in) investing activities	501	(1,072,235)
Net Decrease in Cash and Cash Equivalents	(119,693)	(1,286,138)
Cash and Cash Equivalents, Beginning of Year	687,594	1,973,732
Cash and Cash Equivalents, End of Year	\$ 567,901	\$ 687,594
Reconciliation of Operating Income (Loss) to Net Cash Used in Operating Activities:		
Operating income (loss)	\$ (120,302)	\$ 39,983
Adjustments to reconcile income (loss) from operations to net cash used in operating activities:		
Depreciation	1,611	1,408
Grants	(1,026)	(256,406)
Changes in:		
Refund receivable	-	425
Prepaid insurance	1,129	(1,352)
Accounts payable	(519)	519
Accrued expenses	213	(722)
Compensated absences	(1,300)	2,242
Net cash used in operating activities	\$ (120,194)	\$ (213,903)

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners. The Authority members are appointed by the Escambia County Board of County Commissioners, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

The Authority has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus*.

The financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

Compensated Absences:

It is the Authority's policy to permit employees to accumulate an unlimited amount of earned but unused paid time off. Accordingly, the Authority records an accrual for earned but unused paid time off in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*. Accrued but unused paid time off expected to be used within the next fiscal year is recorded as a current liability in the accompanying financial statements. The amount expected to be carried forward to future years is recorded as a non-current liability.

NOTE 2 - DEPOSITS AND INVESTMENTS

Interest Rate Risk:

The Authority's investment policy does not limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Concentration of Credit Risk:

The Authority places no limit on the amount that they may invest in any one issuer. As of September 30, 2011, 8% of the Authority's investments were in the Local Government Surplus Funds Trust Fund and the Fund B Surplus Funds Trust Fund, while the remaining 92% of investments were in U.S. Government obligations and mortgage-backed securities through a custodial account.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Investments authorized by the Authority's investment policy and state statute include:

- (a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.
- (d) Direct obligations of the U.S. Treasury.
- (e) Federal agencies and instrumentalities.
- (f) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

In November 2007, the State Board of Administration ("SBA") implemented a temporary freeze on assets held in the Local Government Surplus Funds Trust Fund Investment Pool ("Pool") due to an unprecedented amount of withdrawals from the Pool coupled with the absence of market liquidity for certain securities within the Pool. The significant amount of withdrawals followed reports that the Pool held asset-backed commercial paper that was subject to sub-prime mortgage risk. In December 2007, based on recommendations from an outside financial advisor, the SBA restructured the Pool into two separate pools. The Local Government Surplus Funds Trust Fund ("Florida PRIME", formerly known as "LGIP") consisted of all money market appropriate assets, which was approximately \$12 billion or 86% of Pool assets. Fund B Surplus Funds Trust Fund ("Fund B") consisted of assets that either defaulted on a payment, paid more slowly than expected, and/or had any significant credit and liquidity risk, which was approximately \$2 billion or 14% of Pool assets. At the time of restructuring, pool participants had their balances proportionately allocated into the Florida PRIME and Fund B.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

Although the Authority's investment policy does not contain a credit quality rating requirement from a nationally recognized rating agency for the Florida PRIME, Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the Florida PRIME as of September 30, 2011. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares. Fund B is a fluctuating net asset value ("NAV") pool, and the fair value factor applied to the cost of investments in Fund B was .7568386 as of September 30, 2011. Fund B was not rated by a nationally recognized statistical rating agency as of September 30, 2011.

Participants cannot make additional deposits into, or any withdrawals from, Fund B. Participants in Fund B will receive periodic distributions to the extent that Fund B receives proceeds deemed material by the SBA from (1) the natural maturities of securities, coupon interest collections, or collateral interest and principal paydowns; or (2) the sale of securities, collateral liquidation, or other restructure and workout activities undertaken.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

Moody's Investor Services assigned its "Aaa" rating to the Authority's investments in U.S. Government obligations as of September 30, 2011. These obligations include corporate bonds that are guaranteed by the Federal Deposit Insurance Corporation under its Temporary Liquidity Guarantee Program, specifically the Debt Guarantee Program.

Deposits:

At September 30, 2011, the carrying amount of the Authority's deposits was \$567,901, and the bank balance was \$568,930, all of which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Investments:

As of September 30, 2011, the Authority had the following investments:

Investment	Maturities	Fair Value
Local Government Surplus Funds Trust Fund	Average of 38 days	\$ 169,347
Fund B Surplus Funds Trust Fund	Average of 4.82 years	47,502
U.S Government obligations	Average of 0.97 years	2,150,185
Mortgage-backed securities	Average of 8.46 years	345,317
		<u>\$ 2,712,351</u>

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Office equipment	\$ 15,259	\$ 2,622	\$ -	\$ 17,881
Less accumulated depreciation	(12,358)	(1,611)	-	(13,969)
	<u>\$ 2,901</u>	<u>\$ 1,011</u>	<u>\$ -</u>	<u>\$ 3,912</u>

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. Changes in compensated absences were as follows:

	Beginning Balance	Additions	Payments	Ending Balance	Current Portion
Compensated absences	\$ 25,428	\$ 14,820	\$ (16,120)	\$ 24,128	\$ 14,899

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

NOTE 5 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority does not carry insurance against these risks. The Authority has implemented a policy that any check drawn on an Authority account in the amount of \$50,000 or more requires the signatures of two authorized signors on the account. The Authority does maintain a crime shield policy that covers the Authority against theft up to \$50,000. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2011.

NOTE 6 - CONDUIT DEBT OBLIGATIONS

The Authority issues Health Facilities Revenue Bonds under the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes, to fund various types of health facility projects for private sector non profit health care organizations. The bond issues are limited obligations of the Authority payable only from funds made available by the borrowers under the terms of financing documents for each issue. The Authority has no obligation to pay the outstanding debt from its general revenues. The Authority has no taxing power and the bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was \$392,095,568 and \$401,195,568 at September 30, 2011 and 2010, respectively.

NOTE 7 - PENSION PLANS

The Authority's employee is covered by the Florida Retirement System ("System"), a non-contributory multiple-employer public employee retirement system. The Authority's employee is included in the class of regular employees, whose participants retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life, equal to 1.6% of their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on reaching 6 years of credited service. Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The System also provides death and disability benefits. Benefits are established by Chapter 121, Florida Statutes.

The System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to Florida Division of Retirement, 2639 N. Monroe Street, and Building C, Tallahassee, Florida 32399 or calling 1-850-422-5706.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

NOTE 7 - PENSION PLANS (Continued)

The Authority is required by State statute to make contributions to the System equal to a certain percent of covered employees' salaries. This percentage was 10.77% for July 1, 2009 through June 30, 2011, for regular employees. During the year ended September 30, 2011, the Florida Legislature changed the System from a non-contributory plan to a contributory plan. As of July 1, 2011, employees are required to contribute 3% of monthly gross compensation to their retirement account with the System and the Authority is required to contribute 4.91% through June 30, 2012. Contributions for the years ended September 30, 2011, 2010, and 2009 were \$10,379, \$7,892, and \$10,814, respectively.

NOTE 8 - CHARITABLE GRANT PROGRAM

The Authority established its Charitable Grant Program during fiscal year 2005 to improve health care related services to residents of Escambia County, Florida. The original grant fund of \$1.2 million and related investment earnings have been fully expended.

During fiscal year 2011, the Authority distributed \$1,026, the remainder of a fiscal year 2010 grant award, to assist the HIV Care Center for upgrades to computer, software, and to establish a computer station.

NOTE 9 - OPERATING LEASE

The Authority leases office space under an operating lease that expires in 2013. Rent expense for the facility lease amounted to \$11,090 for the years ended September 30, 2011 and 2010. The minimum future rental payments are as follows:

Year ending September 30,

2012	\$ 11,090
2013	<u>8,318</u>
	<u>\$ 19,408</u>

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010

NOTE 10 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors holds a key position with a bank used by the Authority. At September 30, 2011, amounts at this bank totaled \$2,940,019, and were held in checking, money market, and investment accounts.

OTHER REPORTS

Saltmarsh

Saltmarsh, Cleaveland & Gund

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited the basic financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2011, and have issued our report thereon dated February 15, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over financial reporting that we consider to be a significant deficiency. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Segregation of Duties

Auditor's Comment:

Due to the small size of the Authority's staff, there is a lack of segregation of duties because one individual performs both custodial and recording functions. The basic premise of internal control is that no one employee should have access to both physical assets and related accounting records or to all phases of a transaction. To mitigate the risks associated with this lack of segregation of duties, the Authority uses an external accountant to provide financial monitoring and oversight. While it may not be economically feasible to hire staff simply to achieve adequate segregation of duties, we believe the Authority should periodically re-evaluate the role of the external accountant and board members in providing oversight to insure that risks are being mitigated to the greatest extent feasible.

Management's Corrective Action Plan:

The Authority has determined that it is not economically feasible to hire additional employees to segregate incompatible duties. To substantially improve oversight and controls, the Authority has engaged the services of an independent Certified Public Accountant (CPA). The CPA provides ongoing accounting services to the Authority, including: reviewing financial operations, accounts and records; maintaining a separate set of books tracking all Authority financial transactions; monthly receipt and review of all financial institution statements for the prior month in advance of the Authority monthly meeting; advance receipt and review of the monthly financial reports prepared by the Authority Executive Director (Director) for Board meetings; attendance at all Authority Board meetings; preparation of quarterly financial statements and presentation of same to the Board; preparation of federal and state quarterly payroll returns and year end reports; updating and adjusting the Authority's electronic financial records as needed; providing copies of financial records to the Authority's auditor and assistance as needed in connection with the annual audit; and providing technical assistance to the Authority Board and Director as needed. In addition, the Authority Board receives detailed monthly financial reports prepared by the Director at each monthly meeting and approves the same. Financial policies and guidelines have been formally adopted for ongoing operations and investments, certain of which require the Director to report to the Chairman prior to engaging in a designated financial transaction. The Authority will continue to evaluate and implement cost effective methods to improve oversight of its financial activities.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Board of Directors
Escambia County Health Facilities Authority

The Authority's response to the findings identified in our audit is described on the preceding page as "Management's Corrective Action Plan". We did not audit the Authority's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Authority and appropriate governmental agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Saltmarsh Cleveland & Lund

Pensacola, Florida
February 15, 2012

Saltmarsh

Saltmarsh, Cleaveland & Gund

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

MANAGEMENT LETTER

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2011, and have issued our report thereon dated February 15, 2012.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Disclosures in that report, which is dated February 15, 2012, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report not otherwise discussed in the auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters. The Auditor's Comment on segregation of duties in that report was a recommendation made in the preceding report.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Authority complied with Section 218.415, Florida Statutes.
- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Board of Directors
Escambia County Health Facilities Authority

- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statement that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.
- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local government entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Authority for the fiscal year ended September 30, 2011, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2011. In connection with our audit, we determined that these two reports were in agreement.
- Pursuant to Section 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Authority's Board of Directors and management, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
February 15, 2012



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2243 **Clerk & Comptroller's Report** **12. 4.**
BCC Regular Meeting
Meeting Date: 03/15/2012
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Information

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 1, 2012; and
 - B. Approve the Minutes of the Regular Board Meeting held March 1, 2012.
-

Attachments

CR I-4

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MARCH 1, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 9:38 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Marie K. Young, District 3
Lisa N. Bernau, Chief Deputy Clerk, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

Absent: Commissioner Kevin W. White, District 5

1. FOR INFORMATION: The agenda package for the 5:30 p.m., March 1, 2012, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, and County Attorney Rogers reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, and County Attorney Rogers reviewed the Growth Management Report;
 - D. County Administrator Oliver, County Attorney Rogers, and Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, and Keith Wilkins, Director, Community & Environment Department, reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Elison Rogus	City Atty
2	John P. ...	RCC
3	Dore Young	BCC
4	Gene M. ...	RCC
5	William Robertson	BCC
6	Judy Litterstater	CAO
7	Charles R. ...	CO. ADMIN.
8	Doris Harris	Clerk to the Board
9	Patty Sheldon	Clerk + Comptroller Finance
10	Lisa Bernau	Clerk + Comptroller
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

NAME

DEPARTMENT/AGENCY

1	Susan Hendrix	CAO
2	Susan Nelms	Workforce Escarosa, Inc
3	Amy Lovan	MBS
4	Larry Roodini	PW
5	Walt Man	PW
6	← O W W O	FACILITIES MGT
7	Keith Wilkins	C + E
8	Michael Warts	Risk
9	Sandra Slay	ENV Enforce
10	Jane Ely	SELF
11	Allyson Cam	DSB
12	LLOYD KEAR	DSA
13	Byron Ross	LEGAL
14	Cheryl Lively	CAO
15	Diane Dimpson	CAT
16	Chapeteral	CRA
17	Yordan Jim	CORRECTIONS
18	Janet Ely	PNT
19	Ken Gordon	ECAT
20	Michael Rhodes	Parks & Rec
21	Claudia Sumner	MBS - Purchasing
22	Joy Blackman	PW
23	Delemy Morrison	Independent News
24	Marilyn Wesley	DCA
25	Mike Wexler	PS
26	Bob Dennis	MBS / Purchasing
27	Tonya Cant	County Admin
28	Illanna Brannell	BCC DI
29	Dorothy Barber	
30	Larry Newsom	CAO

AGENDA WORK SESSION: 3-1-12

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Dean Kirschner	Dist 2
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2178

Growth Management Report 12. 1.

BCC Regular Meeting

Action

Meeting Date: 03/15/2012

Issue: Bridlewood Final Plat

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

Information

RECOMMENDATION:

Recommendation Concerning Final Plat Bridlewood Permit #06090161

That the Board take the following actions concerning the recording of the Final Plat of Bridlewood, (a 122 lot single family residential subdivision), located in the Beulah Community on Mobile Highway. Owned and developed by Mobile Highway Pensacola, LLC. and Advantage Homes, Inc. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Steeplechase Boulevard, Blackhorse Circle, Single Trace and Paddock Way";

C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement without Surety.

BACKGROUND:

The preliminary plat was approved on February 14, 2007. Construction Plans were approved on February 21, 2008. The preliminary plat and construction plans were approved under the name of Viansa Subdivision which is now known as Bridlewood Subdivision. The Escambia County Department of Public Safety approved the street names "Steeplechase Boulevard, Blackhorse Circle, Single Trace and Paddock Way"; on August 12, 2010. Development Services Department inspected the improvements on February 16, 2012 and found improvements substantially complete and in accordance with applicable County requirements. An executed Two Year Warranty Agreement without Surety will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two Year Warranty Agreement without Surety was reviewed and approved by Stephen West on January 19, 2012.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Director, it will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

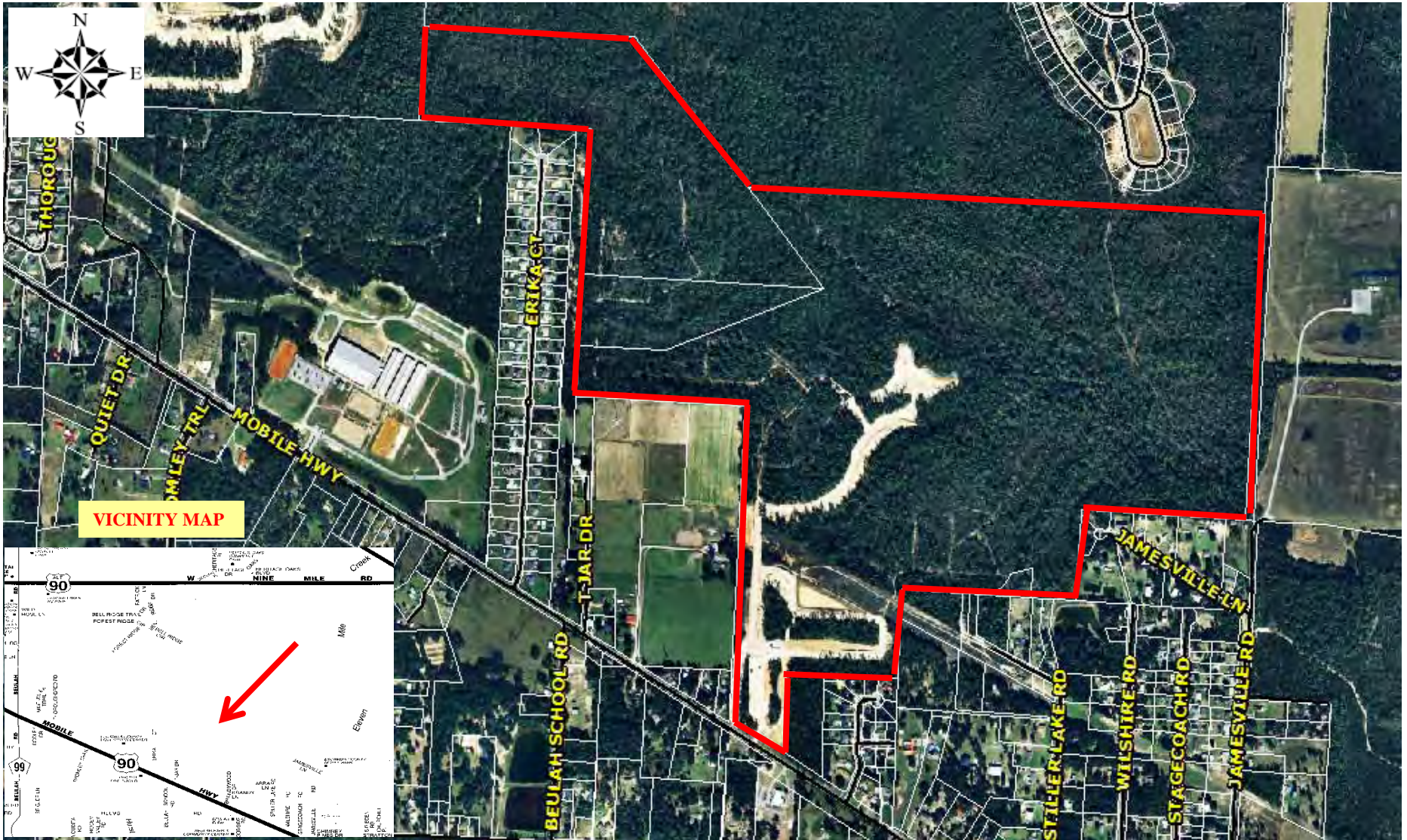
Location Map

2 Year Warranty

Bridlewood Final Plat

BRIDLEWOOD SUBDIVISION

Final Plat



ESCAMBIA COUNTY
DEVELOPMENT SERVICES DEPARTMENT
G.I.S. DIVISION
JCC 02/14/12 DISTRICT 1



BRIDLEWOOD SUBDIVISION

Prepared by:
Ron Tuttle
6582 Alvarado Rd
Pensacola, FL 32504

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between Mobile HWY Pensacola, L.L.C., a limited liability company organized under the laws of the State of _____ whose address is 2000 Villafane Drive, Pensacola, FL 32503 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Bridlewood Development, more particularly described as follows:

See Exhibit A (Legal Description) for PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Christine Brigham
Christine Brigham
(printed name)

WITNESS:

Row Tuttle
Row Tuttle
(printed name)

DEVELOPER/OWNER:

Mobile HWY Pensacola L.L.C.
(name of limited liability company)

By: *Scott J. Bell*
(signature)
Scott J. Bell
(printed name)
managing member
(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of July, 2001, by Scott J. Bell as managing member (select one title: Manager/Member/Managing Member) of Mobile Hwy Pensacola LLC (name of limited liability company). He/She () is personally known to me, or () has produced _____ as identification.

Christine Brigham
Signature of Notary
Christine Brigham
Name of Notary (printed)

(Notary Seal)



WITNESS:

By: [Signature]
R-n Tuttle

Title: _____
Address: 6582 Alvarado Rd
Pensacola FL 32504

By: [Signature]
Christina Smith

Title: _____
Address: 3363 W Park Pl.
Pensacola, FL 32505

WITNESS:

By: [Signature]
R-n Tuttle

Title: _____
Address: 6582 Alvarado Rd
Pensacola FL 32504

By: [Signature]
Peter M. Kimmel

Title: _____
Address: 4553 Carmel Circle
PACE, FLORIDA 32571

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: [Signature]
PETER M. Kimmel

Title: ENGINEER-OF-RECORD
Address: 4553 CARMEL CIRCLE
PACE, FLORIDA 32571

25 day of JULY, 2011

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: [Signature]
PAMELA J. CADDELL, GULF-ATLANTIC
CONSTRUCTORS

Title: PRESIDENT
Address: 650 WEST OAKFIELD RD
PENSACOLA, FL 32503

25 day of July, 2011

Escambia County, through its Board of County Commissioners

By: _____, Chairman

_____ day of _____, 20011

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Jan 19, 2012

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF SECTIONS 8, 9, & 16, TOWNSHIP 1 SOUTH, RANGE 31 WEST, COUNTY OF ESCAMBIA, STATE OF FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 3" DIAMETER CONCRETE MONUMENT AND ASSUMING THE EAST LINE OF SAID SECTION 16 AS BEARING SOUTH 00 DEGREES 37 MINUTE 40 SECONDS WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION FOR 50.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 349.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 293.74 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST FOR 20.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 2000.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 00 SECONDS WEST FOR 1261.98 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST FOR 660.61 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 24 SECONDS WEST 1341.07 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 55 SECONDS EAST 658.31 FEET TO THE NORTHEAST CORNER OF BRANDYWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 13 AT PAGE 34 OF THE PUBLIC RECORDS OF

SAID COUNTY; THENCE SOUTH 89 DEGREES 46 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS EXTENSION FOR 848.48 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 58 SECONDS EAST FOR 606.22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MOBILE HIGHWAY (STATE ROAD NO. 10-A, R/W VARIES); THENCE NORTH 61 DEGREES 02 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 525.78 FEET ; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST FOR 2306.55 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 46 SECONDS WEST FOR 1325.63 FEET TO THE WEST LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 1986.57 FEET TO THE NORTHWEST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 2" AXLE; THENCE SOUTH 89 DEGREES 52 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 8 FOR 1326.25 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 OF THE SE1/4) OF SECTION 8; THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 13 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF THE SE1/4 OF THE SE1/4 FOR 694.91 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783; NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST FOR 1630.13 FEET TO A 4X4 CONCRETE MONUMENT; THENCE SOUTH 41 DEGREES 21 MINUTES 43 SECONDS EAST FOR 1414.83 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST FOR 4015.15 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783 AND THE

POINT OF BEGINNING. CONTAINING 358.41 ACRES,
MORE OR LESS.

GARY F. BYRD, LLC
Professional Surveying & Mapping
800 Byrd Lane
Pensacola, Florida 32526
Phone (850) 554-6734
gfsurv@bellsouth.net

A RECORD PLAT OF BRIDLEWOOD

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBA COUNTY, FLORIDA FEBRUARY 2012
ZONING: R-R & R-2 FUTURE LAND USE: MU-S
REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
161S311102000000; 161S311101000003

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 8, 9, & 16, TOWNSHIP 1 SOUTH, RANGE 31 WEST, COUNTY OF ESCAMBA, STATE OF FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 3" DIAMETER CONCRETE MONUMENT AND ASSUMING THE EAST LINE OF SAID SECTION 16 AS BEARING SOUTH 00 DEGREES 37 MINUTE 40 SECONDS WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION FOR 50 00 FEET, THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 349 47 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 293 74 FEET, THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST FOR 20 00 FEET, THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 2000 00 FEET, THENCE NORTH 89 DEGREES 25 MINUTES 00 SECONDS WEST FOR 1261 98 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST FOR 660 61 FEET, THENCE NORTH 89 DEGREES 28 MINUTES 24 SECONDS WEST 1341 07 FEET, THENCE SOUTH 00 DEGREES 02 MINUTES 55 SECONDS EAST 658 31 FEET TO THE NORTHEAST CORNER OF BRANDWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 13 AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 89 DEGREES 46 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS EXTENSION FOR 848 48 FEET, THENCE SOUTH 00 DEGREES 24 MINUTES 58 SECONDS EAST FOR 608 22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MOBILE HIGHWAY (STATE ROAD NO. 10-A, R/W VARIES), THENCE NORTH 61 DEGREES 02 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 525 78 FEET, THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST FOR 2308 55 FEET, THENCE NORTH 89 DEGREES 33 MINUTES 46 SECONDS WEST FOR 1325 63 FEET TO THE WEST LINE OF SAID SECTION, THENCE NORTH 00 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 1887 81 FEET TO THE NORTHWEST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 2" AXLE, THENCE SOUTH 89 DEGREES 52 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 8 FOR 1326 25 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHERLY QUARTER (SE 1/4) OF THE SE 1/4 OF SECTION 8, THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 13 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 FOR 694 91 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783, NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST FOR 163 13 FEET TO A 4X4 CONCRETE MONUMENT, THENCE SOUTH 41 DEGREES 21 MINUTES 43 SECONDS EAST FOR 1414 83 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783, THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST FOR 4015 15 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783 AND THE POINT OF BEGINNING CONTAINING 358 41 ACRES, MORE OR LESS

SPECIAL NOTES

- FENCING RESTRICTION**
FENCING SHALL BE INSTALLED IN SUCH A MANNER SO AS NOT TO IMPED THE FLOW OF STORMWATER RUNOFF WITHIN THE DRAINAGE EASEMENTS/VEGETATIVE BUFFERS AS SHOWN HEREON. NO STRUCTURE AND/OR IMPROVEMENTS WILL BE ALLOWED WITHIN SAID EASEMENTS THAT MAY RESTRICT OR PROHIBIT STORMWATER FLOW. ALL SAID EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
- UNDER THE CLUSTERING PROVISIONS OF SECTION 7 13 04 OF THE ESCAMBA COUNTY LAND DEVELOPMENT CODE, R-3 SITE AND BUILDING REQUIREMENTS ARE APPLIED AS INDICATED.
- THERE ARE 122 DWELLING UNITS
- FIVE FOOT CONCRETE SIDEWALKS WALKS WILL BE CONSTRUCTED BY THE HOME BUILDER
- THERE IS A FIVE FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 2'50" ON EITHER SIDE OF LOT LINE
- SIDE YARD SWALES TO SHALL BE BUILT BY HOME BUILDER

GENERAL/SURVEYORS NOTES

- THE LOTS DESCRIBED HEREON ARE LOCATED IN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP FURNISHED BY THE F.E.M.A., COMMUNITY PANEL NUMBER 120330 02906 DATED SEPTEMBER 29, 2006
- BEARINGS ARE BASED ON ASSUMED DATUM, USING SOUTH 00 37 40 EAST ALONG THE LINE EAST LINE OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 31 WEST
- ALL LOT LINES ARE RADIAL TO STREET RIGHT-OF-WAY, EXCEPT AS NOTED BY (NR)
- ANY PLATTED UTILITY EASEMENTS SHOWN HEREON, SHALL ALSO BE EASEMENTS FOR FOR TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177 091 (2B)
- ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS
- THE SIGN () MEANS "DEGREES", THE SIGN (') MEANS "MINUTES OR FEET", AND THE SIGN (") MEANS "SECONDS"
- ALL DIMENSIONS SHOWN ON CURVES ARE LENGTH OF ARC DISTANCES
- LOT COVERAGE PERVIOUS AREA SHALL AT LEAST 25% FOR EACH LOT (75% MAXIMUM IMPERVIOUS COVER RATIO)

LEGEND

- ~ FOUND 4" X 4" CONCRETE MONUMENT, NO LB6783
- ~ SET 4" X 4" CONCRETE MONUMENT RLS#4400
- ~ FOUND P.C.P. NO LB7312
- S ~ BUILDING SETBACK LINE
- P.O.B ~ POINT OF BEGINNING
- P.O.C ~ POINT OF COMMENCEMENT
- P.R.M ~ PERMANENT REFERENCE MONUMENT
- P.R.C ~ POINT OF REVERSE CURVATURE
- P.C.P ~ PERMANENT CONTROL POINT
- P.I ~ POINT OF INTERSECTION
- P.C ~ POINT OF CURVATURE AND/OR POINT OF CUSP
- P.T ~ POINT OF TANGENCY
- R/W ~ RIGHT-OF-WAY
- C1 ~ CURVE NUMBER
- L ~ LENGTH OF ARC
- (NR) ~ NON-RADIAL
- (R) ~ RADIAL
- R ~ RADIUS
- R.P ~ RADIUS POINT
- C.B ~ CHORD BEARING
- C ~ CHORD
- A.K.A ~ ALSO KNOWN AS
- /// ~ DENOTES WETLANDS LANDS
- - - - BUILDING SETBACK LINE
- - - - EASEMENT LINE

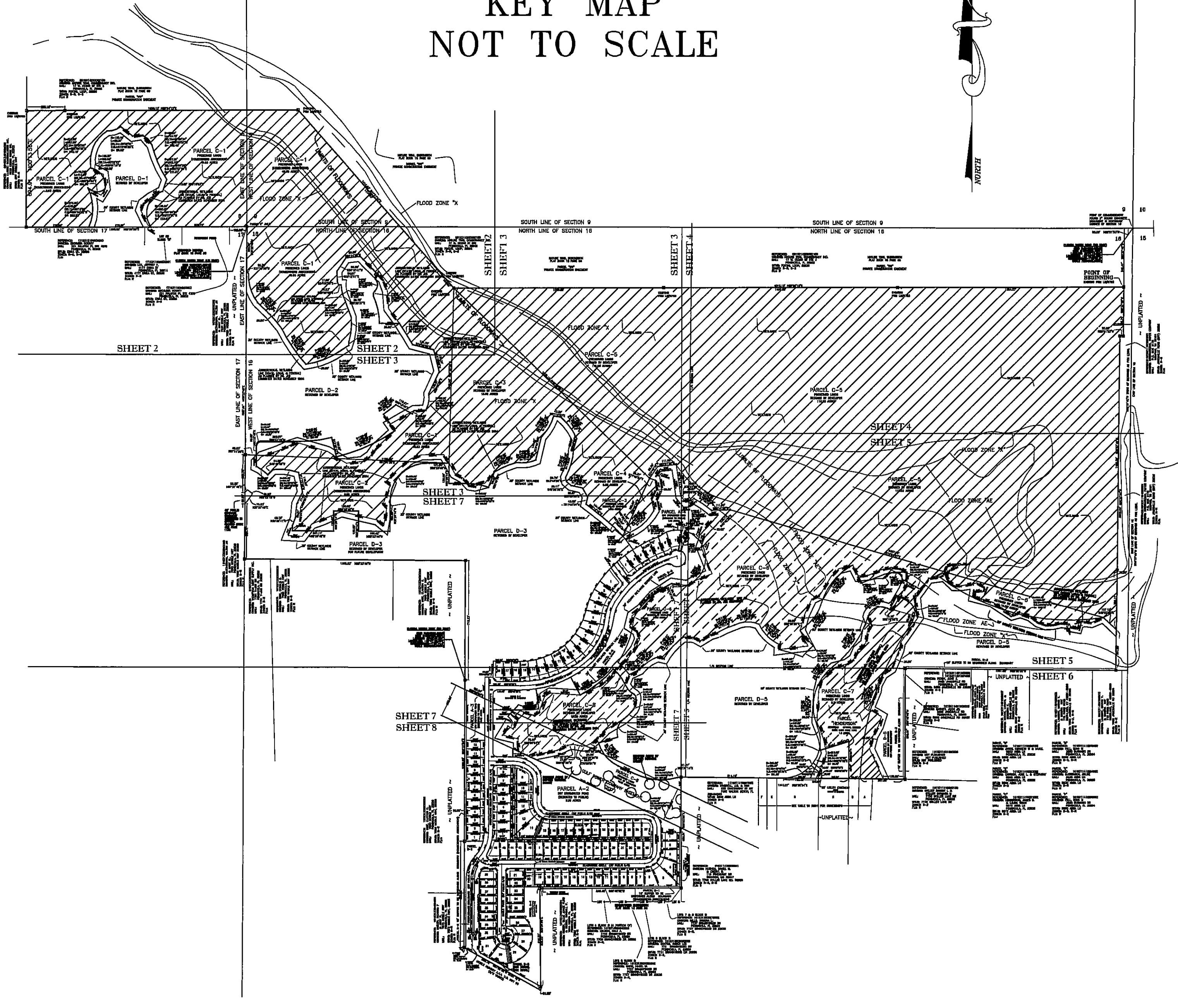
SETBACK REQUIREMENTS

— DENOTES BUILDING SETBACK LINES
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
20 FEET FRONT - ALL LOTS
15 FEET REAR SETBACK - ALL LOTS
5 FOOT SIDE STREET SETBACK

APPROVALS:

DEVELOPMENT SERVICES DIRECTOR, ESCAMBA COUNTY, FLORIDA DATE
T LLOYD KERR, AICP
ESCAMBA COUNTY, FLORIDA ENGINEER DATE
PUBLIC WORKS DIRECTOR
JOY BLACKMON, P.E.
CERTIFICATE OF PLAT REVIEW
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2012

KEY MAP NOT TO SCALE



CERTIFICATE OF ATTORNEY

I, ROBERT O. BEASLEY AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND ALL PROVISIONS OF ARTICLE 4 OF THE ESCAMBA COUNTY LAND DEVELOPMENT CODE, AS AMENDED
SIGNED THIS _____ DAY OF _____, 2012
ROBERT O. BEASLEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177 SECTION 177 011 - 177 151, FLORIDA STATUTES, THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 61-17 051, FLORIDA ADMINISTRATIVE CODE AND SECTION 472 027, FLORIDA STATUTES THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBA COUNTY, FLORIDA, AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN
SIGNED THIS _____ DAY OF _____, 2012

GARY F. BYRD, FLORIDA REGISTERED LAND SURVEYOR
R.L.S. NO. 4400
800 BYRD LANE
PENSACOLA, FL 32526
850-944-8099

ENGINEERS CERTIFICATE

I, PETER M. KUMMER, HEREBY CERTIFY THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS AND THAT I AM THE ENGINEER OF RECORD FOR BRIDLEWOOD
PETER M. KUMMER, P.E., FLORIDA P.E. # 60140 SEAL

ENVIRONMENTAL TABLE

- ENVIRONMENTALLY SENSITIVE LANDS DEPICTED ON SHEET 7 & 8 OF THIS PLAT AS GOPHER TORTOISE HABITAT, REGULATED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DEPARTMENT CONTAINS 0.83 ACRES
- TOTAL SITE ACREAGE 358 41 ACRES
- AREAS SHOWN ON THIS PLAT AS PRESERVED LANDS CONTAINS BOTH WETLANDS AND UPLANDS TOTAL 223 89 ACRES

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MOBILE HWY PENSACOLA, LLC, AND ADVANTAGE HOMES INC., OWNERS OF THE LAND HEREIN DESCRIBED AND DESIGNATED AS BRIDLEWOOD, HEREBY DEDICATES TO THE PUBLIC ALL STREETS, ROADS, DRAINAGE EASEMENTS AND STORMWATER PONDS (PARCELS A-1, A-2, A-3, A-4) AS DESIGNATED ON THIS PLAT FURTHER DEDICATES TO THE HOMEOWNERS ASSOCIATION ALL PRIVATE DRAINAGE EASEMENTS SIGN EASEMENT (PARCEL B-5) AND BUFFER/VEGETATIVE AREAS (PARCELS B-1, B-2, B-3, B-4), AS DESIGNATED ON THIS PLAT FURTHER DEDICATES TO EQUA THE LIFT STATION PARCEL. FURTHER SAID OWNER/DEVELOPER AS DESIGNATED HEREON PRIVATELY RETAINS PARCELS D-1, D-2, D-3 D-4 D-5 C-1, C-2, C-3, C-4 C-5, C-6, C-7, C-8

OWNER/DEVELOPER

MOBILE HWY PENSACOLA, LLC
1313 CREIGHTON ROAD
PENSACOLA, FLORIDA 32504
(850) 474-0313
AND
ADVANTAGE HOMES INC
8608 EIGHT MILE CREEK ROAD
PENSACOLA, FLORIDA 32526
(850) 696-5186

ENGINEER:

PETER M. KUMMER, PE
FLORIDA P.E. NO 60140
4553 CARMEL CIRCLE
PACE, FLORIDA 32571
(850) 516-3879

SURVEYOR

GARY F. BYRD
R.L.S. NO 4400
800 BYRD LANE
PENSACOLA, FL 32526
(850) 554-6734

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED SCOTT J. BELL, MANAGER OF MOBILE HWY PENSACOLA, LLC, OWNER AND DEVELOPER OF BRIDLEWOOD, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON THE BEHALF OF MOBILE HWY PENSACOLA, LLC, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH AND WHO () IS PERSONALLY KNOWN TO ME OR WHO () HAS PRODUCED
_____ AS IDENTIFICATION
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2012

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED RICKY L. FACANE, DIRECTOR/VICE-PRESIDENT OF ADVANTAGE HOMES INC., OWNER AND DEVELOPER OF BRIDLEWOOD, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON THE BEHALF OF MOBILE HWY PENSACOLA, LLC, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH AND WHO () IS PERSONALLY KNOWN TO ME OR WHO () HAS PRODUCED
_____ AS IDENTIFICATION
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2012

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED RICKY L. FACANE, DIRECTOR/VICE-PRESIDENT OF ADVANTAGE HOMES INC., OWNER AND DEVELOPER OF BRIDLEWOOD, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON THE BEHALF OF MOBILE HWY PENSACOLA, LLC, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH AND WHO () IS PERSONALLY KNOWN TO ME OR WHO () HAS PRODUCED
_____ AS IDENTIFICATION
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2012

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED RICKY L. FACANE, DIRECTOR/VICE-PRESIDENT OF ADVANTAGE HOMES INC., OWNER AND DEVELOPER OF BRIDLEWOOD, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON THE BEHALF OF MOBILE HWY PENSACOLA, LLC, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH AND WHO () IS PERSONALLY KNOWN TO ME OR WHO () HAS PRODUCED
_____ AS IDENTIFICATION
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2012

JOINER

KNOW ALL MEN BY THESE PRESENTS THAT JAMES HENDERSON AND LAURA HENDERSON, OWNERS OF THE LAND DESCRIBED ON SHEET 6 OF 9 AS THE HENDERSON PARCEL, HEREBY JOINS IN AND RATIFY ALL DEDICATIONS AND RESERVATIONS HEREIN
_____ AS IDENTIFICATION
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2012

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED JAMES HENDERSON AND LAURA HENDERSON, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO ON, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH AND WHO () IS PERSONALLY KNOWN TO ME OR WHO () HAS PRODUCED
_____ AS IDENTIFICATION
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2012

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED JAMES HENDERSON AND LAURA HENDERSON, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO ON, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH AND WHO () IS PERSONALLY KNOWN TO ME OR WHO () HAS PRODUCED
_____ AS IDENTIFICATION
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2012

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177 11 THROUGH 177 151) OF THE JULY 1, 1988 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON _____ DAY OF _____, 2012 AND AT PAGE _____ OF SAID COUNTY PLAT BOOK _____

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2012 WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREOF
ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT SEAL

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____ PLAT BOOK _____, PAGE _____

GARY F. BYRD, LLC
Professional Surveying & Mapping
800 Byrd Lane
Pensacola, Florida 32526
PHONE (850) 554-6734
gfbysurv@bellsouth.net

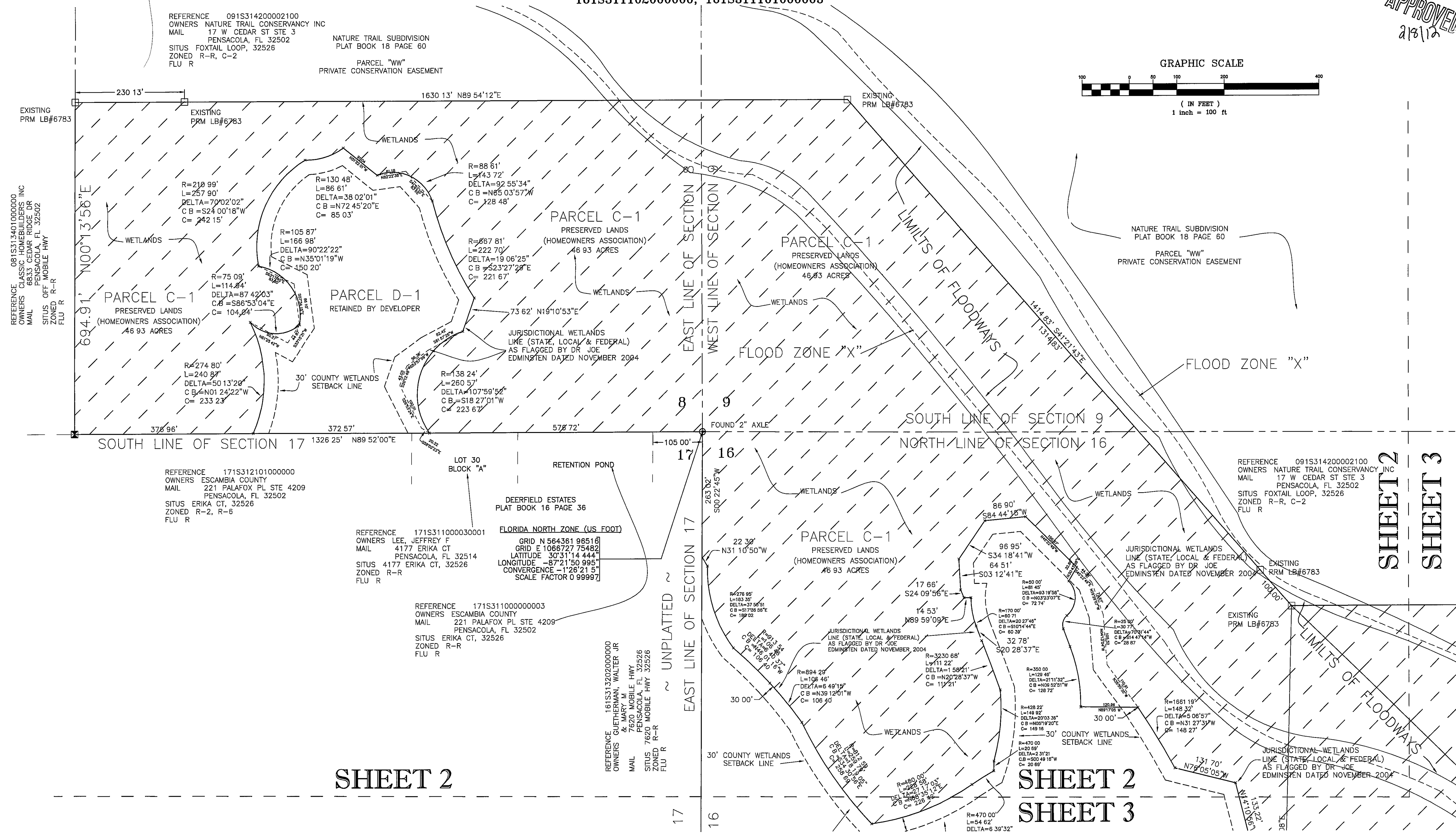
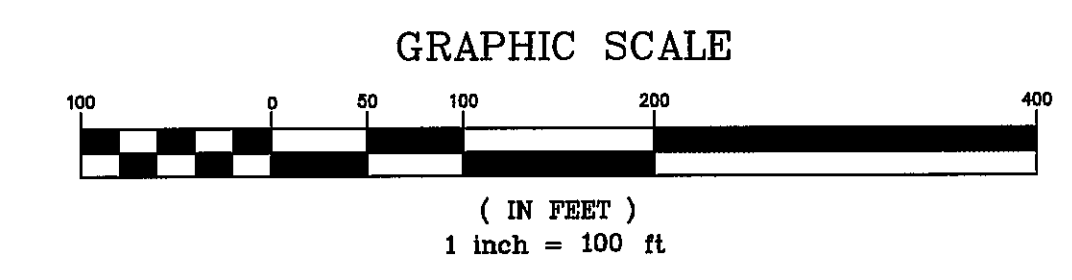
A RECORD PLAT OF

BRIDLEWOOD

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA FEBRUARY 2012
ZONING: R-R & R-2 FUTURE LAND USE: MU-S
REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
161S311102000000; 161S311101000003

APPROVED
2/8/12

REFERENCE 091S314200002100
OWNERS NATURE TRAIL CONSERVANCY INC
MAIL 17 W CEDAR ST STE 3
PENSACOLA, FL 32502
SITUS FOXTAIL LOOP, 32526
ZONED R-R, C-2
FLU R
NATURE TRAIL SUBDIVISION
PLAT BOOK 18 PAGE 60
PARCEL "WW"
PRIVATE CONSERVATION EASEMENT



REFERENCE 081S313401000000
OWNERS CLASSIC HOMEBUILDERS INC
MAIL 6833 CEDAR RIDGE DR
PENSACOLA, FL 32502
SITUS OF MOBILE HWY
ZONED R-R
FLU R

REFERENCE 171S312101000000
OWNERS ESCAMBIA COUNTY
MAIL 221 PALAFOX PL STE 4209
PENSACOLA, FL 32502
SITUS ERIKA CT, 32526
ZONED R-2, R-6
FLU R

REFERENCE 171S311000030001
OWNERS LEE, JEFFREY F
MAIL 4177 ERIKA CT
PENSACOLA, FL 32514
SITUS 4177 ERIKA CT, 32526
ZONED R-R
FLU R

FLORIDA NORTH ZONE (US FOOT)
GRID N 564361 96516
GRID E 1066727 75482
LATITUDE 30°31'14.444"
LONGITUDE -87°21'50.995"
CONVERGENCE -1'26.215"
SCALE FACTOR 0.99997

REFERENCE 171S311000000003
OWNERS ESCAMBIA COUNTY
MAIL 221 PALAFOX PL STE 4209
PENSACOLA, FL 32502
SITUS ERIKA CT, 32526
ZONED R-R
FLU R

REFERENCE 161S313202000000
OWNERS GUETHERMAN, WALTER JR
& MARY M. MOBILE HWY
PENSACOLA, FL 32526
SITUS 7620 MOBILE HWY 32526
ZONED R-R
FLU R

REFERENCE 091S314200002100
OWNERS NATURE TRAIL CONSERVANCY INC
MAIL 17 W CEDAR ST STE 3
PENSACOLA, FL 32502
SITUS FOXTAIL LOOP, 32526
ZONED R-R, C-2
FLU R

SHEET 2

SHEET 2
SHEET 3

SHEET 2
SHEET 3

SHEET 2 OF 9

SETBACK REQUIREMENTS

AS A RESULT OF ESCAMBIA COUNTY APPROVED DENSITY CLUSTERING, R-3 SETBACK REQUIREMENTS ARE BEING UTILIZED
----- DENOTES BUILDING SETBACK LINES
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
25 FOOT FRONT ALL LOTS
15 FEET REAR SETBACK - ALL LOTS
15 FOOT SIDE STREET SETBACK

NOTICE:

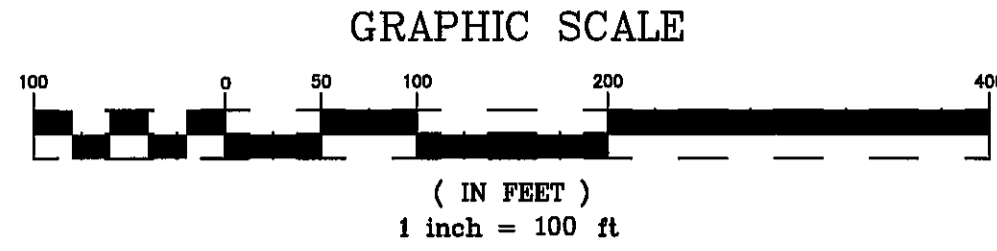
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____ PLAT BOOK _____, PAGE _____

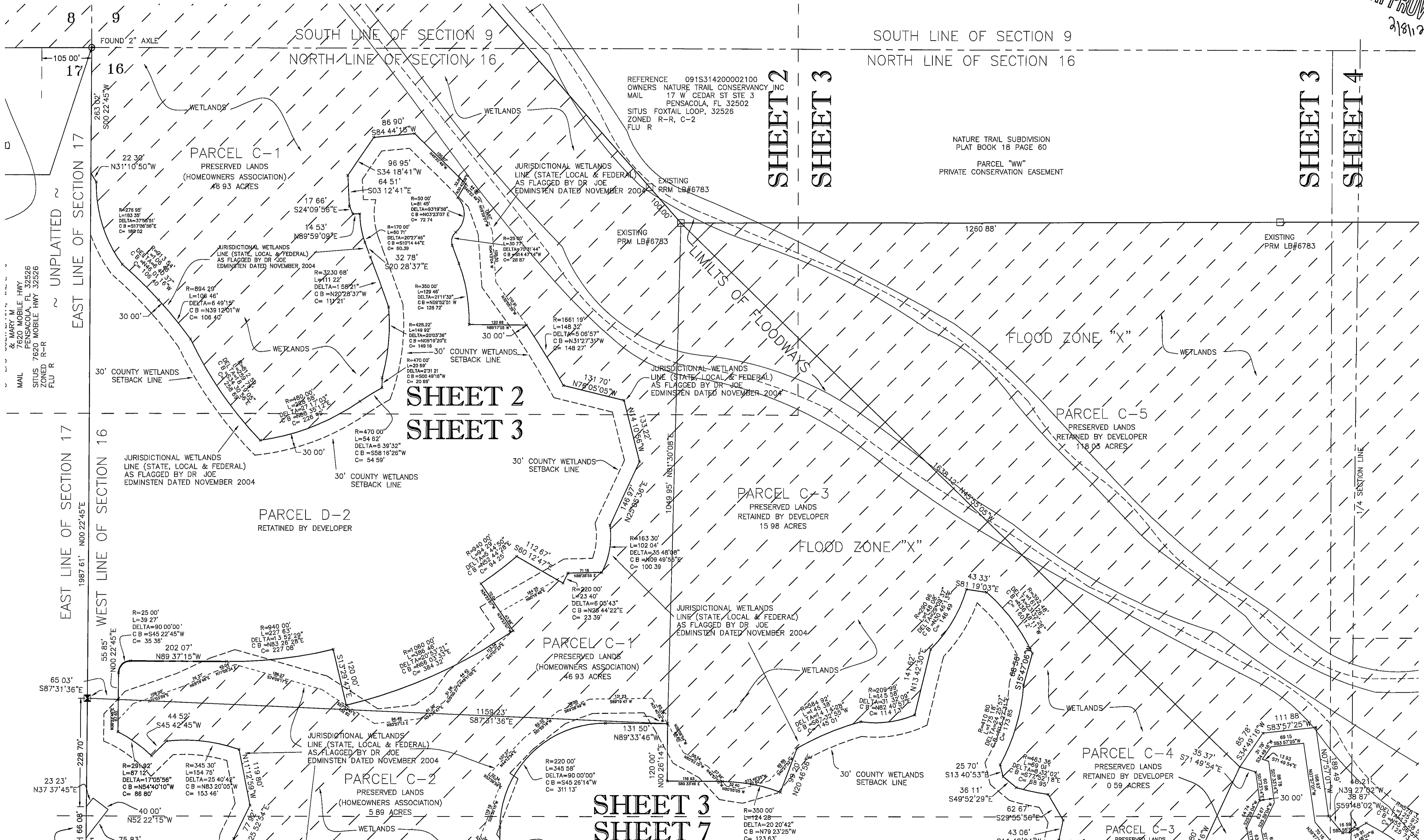
BRIDLEWOOD

A SUBDIVISION OF A PORTION OF
 SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
 ESCAMBA COUNTY, FLORIDA FEBRUARY 2012
 ZONING: R-R & R-2 FUTURE LAND USE: MU-S
 REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
 161S311102000000; 161S311101000003

GARY F. BYRD, LLC
 Professional Surveying & Mapping
 800 Byrd Lane
 Pensacola, Florida 32526
 PHONE (850) 554-6734
 gfsurv@bellsouth.net



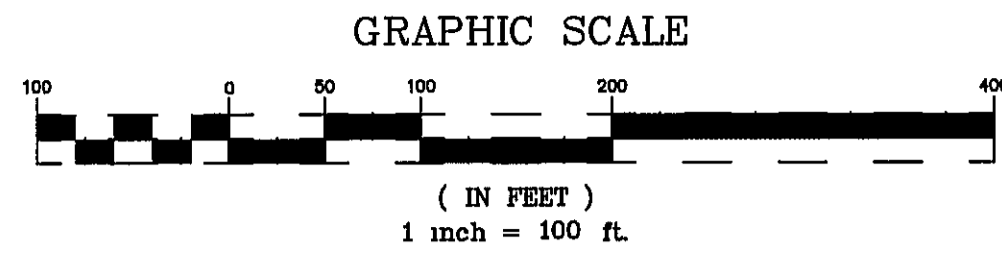
APPROVED
 2/8/12



SETBACK REQUIREMENTS
 AS A RESULT OF ESCAMBA COUNTY APPROVED DENSITY CLUSTERING, R-3 SETBACK REQUIREMENTS ARE BEING UTILIZED
 ----- DENOTES BUILDING SETBACK LINES
 SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
 25 FOOT FRONT - ALL LOTS
 15 FOOT REAR SETBACK - ALL LOTS
 15 FOOT SIDE STREET SETBACK

NOTICE:
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____ PLAT BOOK _____, PAGE _____



A RECORD PLAT OF

BRIDLEWOOD

A SUBDIVISION OF A PORTION OF
 SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
 ESCAMBIA COUNTY, FLORIDA FEBRUARY 2012
 ZONING: R-R & R-2 FUTURE LAND USE: MU-S
 REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
 161S311102000000; 161S311101000003

GARY F. BYRD, LLC REC'D FEB 08 2012
 Professional Surveying & Mapping
 800 Byrd Lane
 Pensacola, Florida 32526
 PHONE (850) 554-6734
 gfbysurv@bellsouth.net

APPROVED
 2/15/12



SHEET 3
 SHEET 4

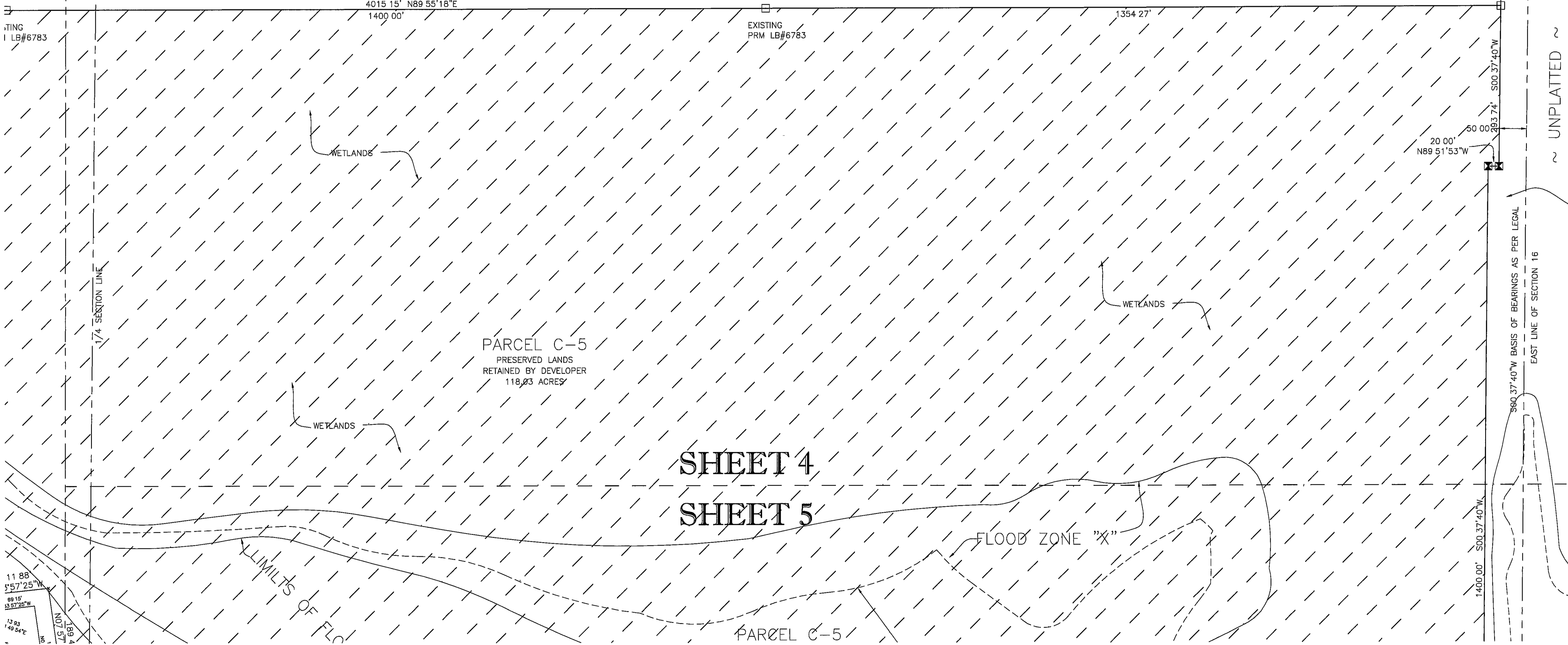
SOUTH LINE OF SECTION 9
 NORTH LINE OF SECTION 16

REFERENCE 091S314200002100
 OWNERS NATURE TRAIL CONSERVANCY INC
 MAIL 17 W CEDAR ST STE 3
 PENSACOLA, FL 32502
 SITUS FOXTAIL LOOP, 32526
 ZONED R-R, C-2
 FLU R

NATURE TRAIL SUBDIVISION
 PLAT BOOK 18 PAGE 60
 PARCEL "W"
 PRIVATE CONSERVATION EASEMENT

FLORIDA NORTH ZONE (US FOOT)
 GRID N 564080 05522
 GRID E 1072030 72011
 LATITUDE 30°31'12.969"
 LONGITUDE -87°20'50.305"
 CONVERGENCE -1°25'51.0"
 SCALE FACTOR 0.99997

POINT OF BEGINNING
 EXISTING PRM LB#6783



SHEET 4
 SHEET 5

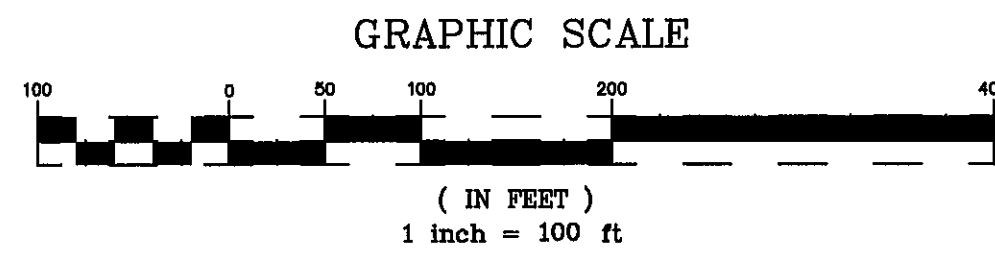
SHEET 4 OF 9

SETBACK REQUIREMENTS

AS A RESULT OF ESCAMBIA COUNTY APPROVED DENSITY CLUSTERING, R-3 SETBACK REQUIREMENTS ARE BEING UTILIZED
 ----- DENOTES BUILDING SETBACK LINES
 SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
 25 FOOT FRONT - ALL LOTS
 15 FEET REAR SETBACK - ALL LOTS
 15 FOOT SIDE STREET SETBACK

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT



A RECORD PLAT OF

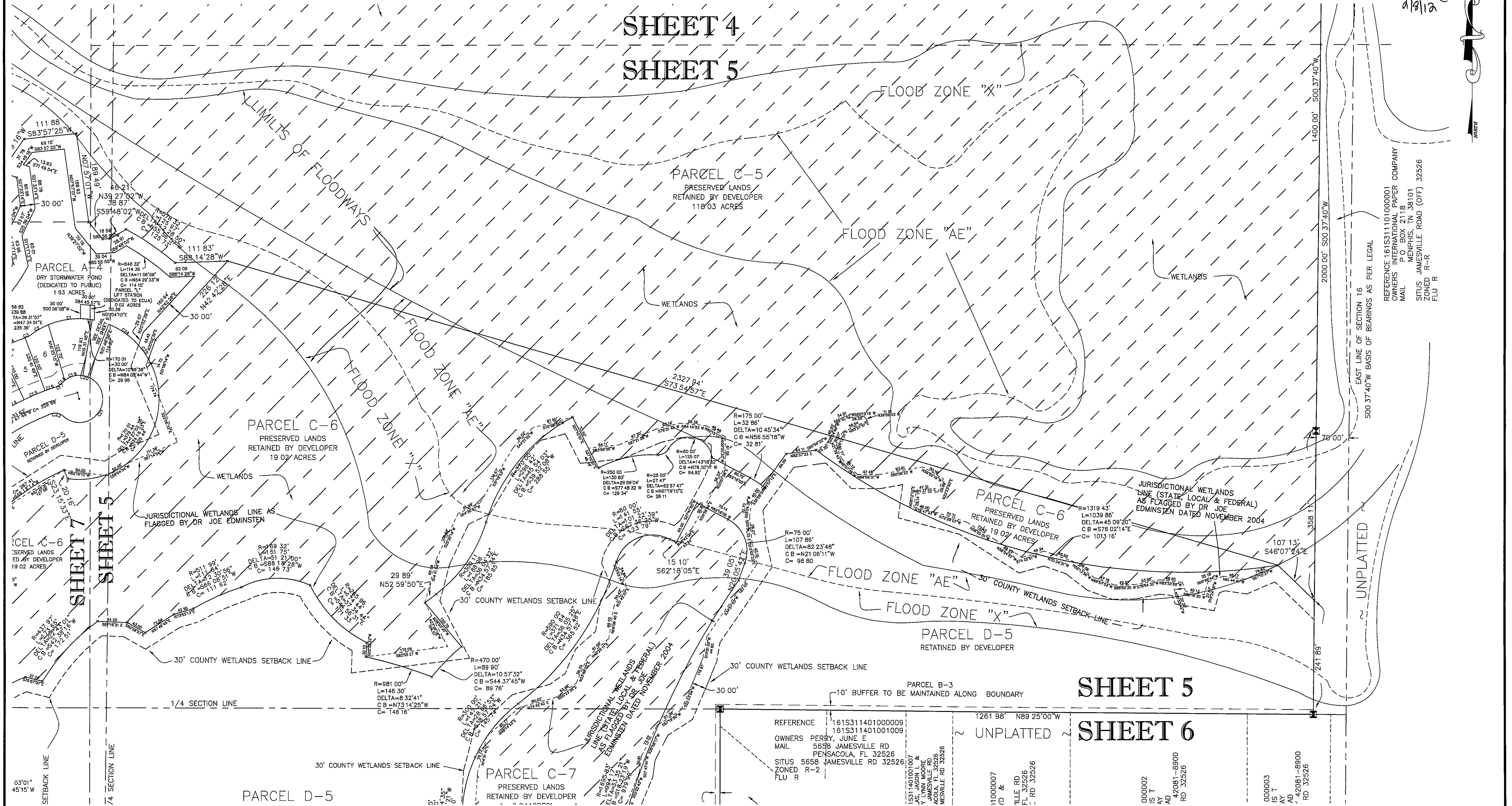
BRIDLEWOOD

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA FEBRUARY 2012
ZONING: R-R & R-2 FUTURE LAND USE: MU-S
REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
161S311102000000; 161S311101000003

GARY F. BYRD, LLC
Professional Surveying & Mapping
800 Byrd Lane
Pensacola, Florida 32526
PHONE (850) 554-6734
gfbysurv@bellsouth.net
RECO FEB 0 8 2012

APPROVED
2/8/12

SHEET 4
SHEET 5



UNPLATTED
EAST LINE OF SECTION 16
300' 37' 40" W
BASIS OF BEARINGS AS PER LEGAL
OWNERS: INTERNATIONAL PAPER COMPANY
MAIL P.O. BOX 2118
MEMPHIS, TN 38101
SITUS JAMESVILLE ROAD (OFF) 32526
ZONED R-R
FLU R

SHEET 5
SHEET 6

REFERENCE 161S311401000009
161S311401001009
OWNERS PERRY, JUNE E
MAIL 5658 JAMESVILLE RD
PENSACOLA, FL 32526
SITUS 5658 JAMESVILLE RD 32526
ZONED R-2
FLU R

UNPLATTED
1261 98' N89 25' 00" W
11000007
RD &
TALLE RD
FL 32526
RD 32526

000002
IS T
AY AD 42081--8900
RD 32526
000003
IS T
AY AD 42081--8900
RD 32526

SETBACK REQUIREMENTS
AS A RESULT OF ESCAMBIA COUNTY APPROVED
DENSITY CLUSTERING, R-3 SETBACK REQUIREMENTS
ARE BEING UTILIZED
----- DENOTES BUILDING SETBACK LINES
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS
MEASURED AT THE FRONT BUILDING LINE WITH
5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
25 FOOT FRONT - ALL LOTS
15 FEET REAR SETBACK - ALL LOTS
15 FOOT SIDE STREET SETBACK

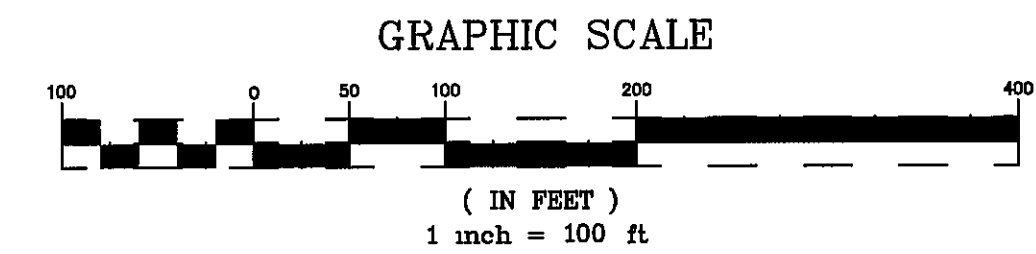
NOTICE
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND
WILL IN NO CIRCUMSTANCES BE SUPPLANTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT
THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA
COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT

RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK _____, PAGE(S) _____ **PLAT BOOK** _____, PAGE _____

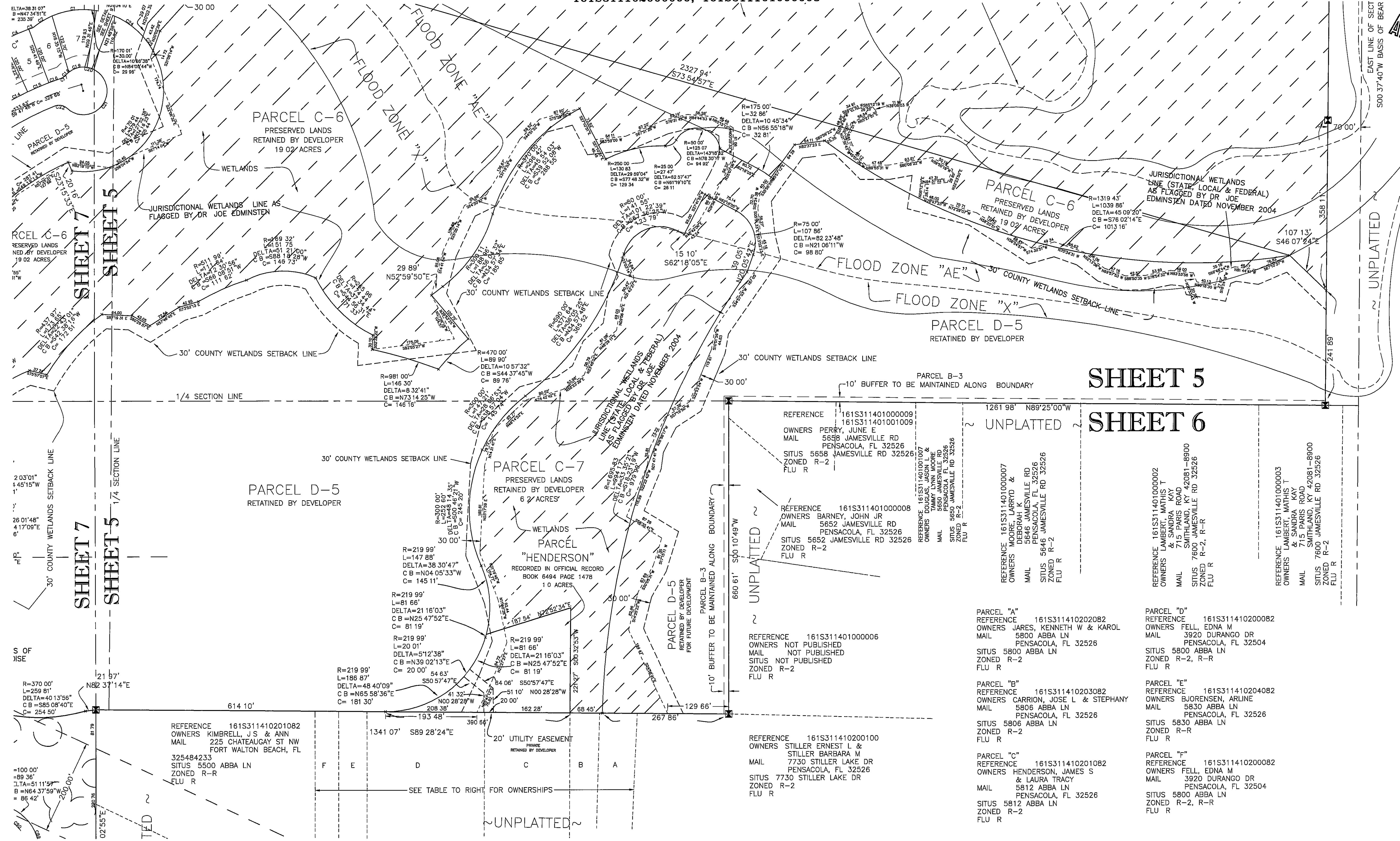
A RECORD PLAT OF BRIDLEWOOD

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA FEBRUARY 2012
ZONING: R-R & R-2 FUTURE LAND USE: MU-S
REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
161S311102000000; 161S311101000003

GARY F. BYRD, LLC
Professional Surveying & Mapping
800 Byrd Lane
Pensacola, Florida 32526
PHONE (850) 554-6734
gfbysurv@bellsouth.net



APPROVED
2/18/12



SHEET 5
SHEET 6

REFERENCE 161S311401000009
161S311401001009
OWNERS PERRY, JUNE E
MAIL 5658 JAMESVILLE RD
PENSACOLA, FL 32526
SITUS 5658 JAMESVILLE RD 32526
ZONED R-2
FLU R

REFERENCE 161S311401000008
OWNERS BARNEY, JOHN JR
MAIL 5652 JAMESVILLE RD
PENSACOLA, FL 32526
SITUS 5652 JAMESVILLE RD 32526
ZONED R-2
FLU R

REFERENCE 161S311401001007
OWNERS DOUGLAS, ANDREW MOORE &
MAIL 5650 JAMESVILLE RD
PENSACOLA, FL 32526
SITUS 5650 JAMESVILLE RD 32526
ZONED R-2
FLU R

REFERENCE 161S311401000007
OWNERS MOORE, LARRY D &
DEBORAH K
MAIL 5646 JAMESVILLE RD
PENSACOLA, FL 32526
SITUS 5646 JAMESVILLE RD 32526
ZONED R-2
FLU R

REFERENCE 161S311402020082
OWNERS JARES, KENNETH W & KAROL
MAIL 5800 ABBA LN
PENSACOLA, FL 32526
SITUS 5800 ABBA LN
ZONED R-2
FLU R

REFERENCE 161S31140203082
OWNERS CARRION, JOSE L & STEPHANY
MAIL 5806 ABBA LN
PENSACOLA, FL 32526
SITUS 5806 ABBA LN
ZONED R-2
FLU R

REFERENCE 161S31140200100
OWNERS STILLER ERNEST L &
STILLER BARBARA M
MAIL 7730 STILLER LAKE DR
PENSACOLA, FL 32526
SITUS 7730 STILLER LAKE DR
ZONED R-2
FLU R

REFERENCE 161S311401000002
OWNERS LAMBERT, MATHIS T
& SANDRA KAY
MAIL 715 PARIS ROAD
SMITHLAND, KY 42081-8900
SITUS 7600 JAMESVILLE RD 32526
ZONED R-2, R-R
FLU R

REFERENCE 161S311402000082
OWNERS FELL, EDNA M
MAIL 3920 DURANGO DR
PENSACOLA, FL 32504
SITUS 5800 ABBA LN
ZONED R-2, R-R
FLU R

REFERENCE 161S31140204082
OWNERS BJORENSEN, ARLINE
MAIL 5830 ABBA LN
PENSACOLA, FL 32526
SITUS 5830 ABBA LN
ZONED R-R
FLU R

REFERENCE 161S311402000082
OWNERS FELL, EDNA M
MAIL 3920 DURANGO DR
PENSACOLA, FL 32504
SITUS 5800 ABBA LN
ZONED R-2, R-R
FLU R

REFERENCE 161S311401000003
OWNERS LAMBERT, MATHIS T
& SANDRA KAY
MAIL 715 PARIS ROAD
SMITHLAND, KY 42081-8900
SITUS 7600 JAMESVILLE RD 32526
ZONED R-2
FLU R

REFERENCE 161S311401000006
OWNERS NOT PUBLISHED
MAIL NOT PUBLISHED
SITUS NOT PUBLISHED
ZONED R-2
FLU R

REFERENCE 161S311402020082
OWNERS JARES, KENNETH W & KAROL
MAIL 5800 ABBA LN
PENSACOLA, FL 32526
SITUS 5800 ABBA LN
ZONED R-2
FLU R

REFERENCE 161S31140203082
OWNERS CARRION, JOSE L & STEPHANY
MAIL 5806 ABBA LN
PENSACOLA, FL 32526
SITUS 5806 ABBA LN
ZONED R-2
FLU R

REFERENCE 161S31140200100
OWNERS STILLER ERNEST L &
STILLER BARBARA M
MAIL 7730 STILLER LAKE DR
PENSACOLA, FL 32526
SITUS 7730 STILLER LAKE DR
ZONED R-2
FLU R

REFERENCE 161S31140201082
OWNERS HENDERSON, JAMES S
& LAURA TRACY
MAIL 5812 ABBA LN
PENSACOLA, FL 32526
SITUS 5812 ABBA LN
ZONED R-2
FLU R

REFERENCE 161S311401000002
OWNERS LAMBERT, MATHIS T
& SANDRA KAY
MAIL 715 PARIS ROAD
SMITHLAND, KY 42081-8900
SITUS 7600 JAMESVILLE RD 32526
ZONED R-2, R-R
FLU R

REFERENCE 161S311402000082
OWNERS FELL, EDNA M
MAIL 3920 DURANGO DR
PENSACOLA, FL 32504
SITUS 5800 ABBA LN
ZONED R-2, R-R
FLU R

REFERENCE 161S31140204082
OWNERS BJORENSEN, ARLINE
MAIL 5830 ABBA LN
PENSACOLA, FL 32526
SITUS 5830 ABBA LN
ZONED R-R
FLU R

REFERENCE 161S311402000082
OWNERS FELL, EDNA M
MAIL 3920 DURANGO DR
PENSACOLA, FL 32504
SITUS 5800 ABBA LN
ZONED R-2, R-R
FLU R

REFERENCE 161S311401000003
OWNERS LAMBERT, MATHIS T
& SANDRA KAY
MAIL 715 PARIS ROAD
SMITHLAND, KY 42081-8900
SITUS 7600 JAMESVILLE RD 32526
ZONED R-2
FLU R

SETBACK REQUIREMENTS
AS A RESULT OF ESCAMBIA COUNTY APPROVED DENSITY CLUSTERING R-3 SETBACK REQUIREMENTS ARE BEING UTILIZED
--- DENOTES BUILDING SETBACK LINES
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
25 FOOT FRONT - ALL LOTS
15 FEET REAR SETBACK - ALL LOTS
15 FOOT SIDE STREET SETBACK

NOTICE:

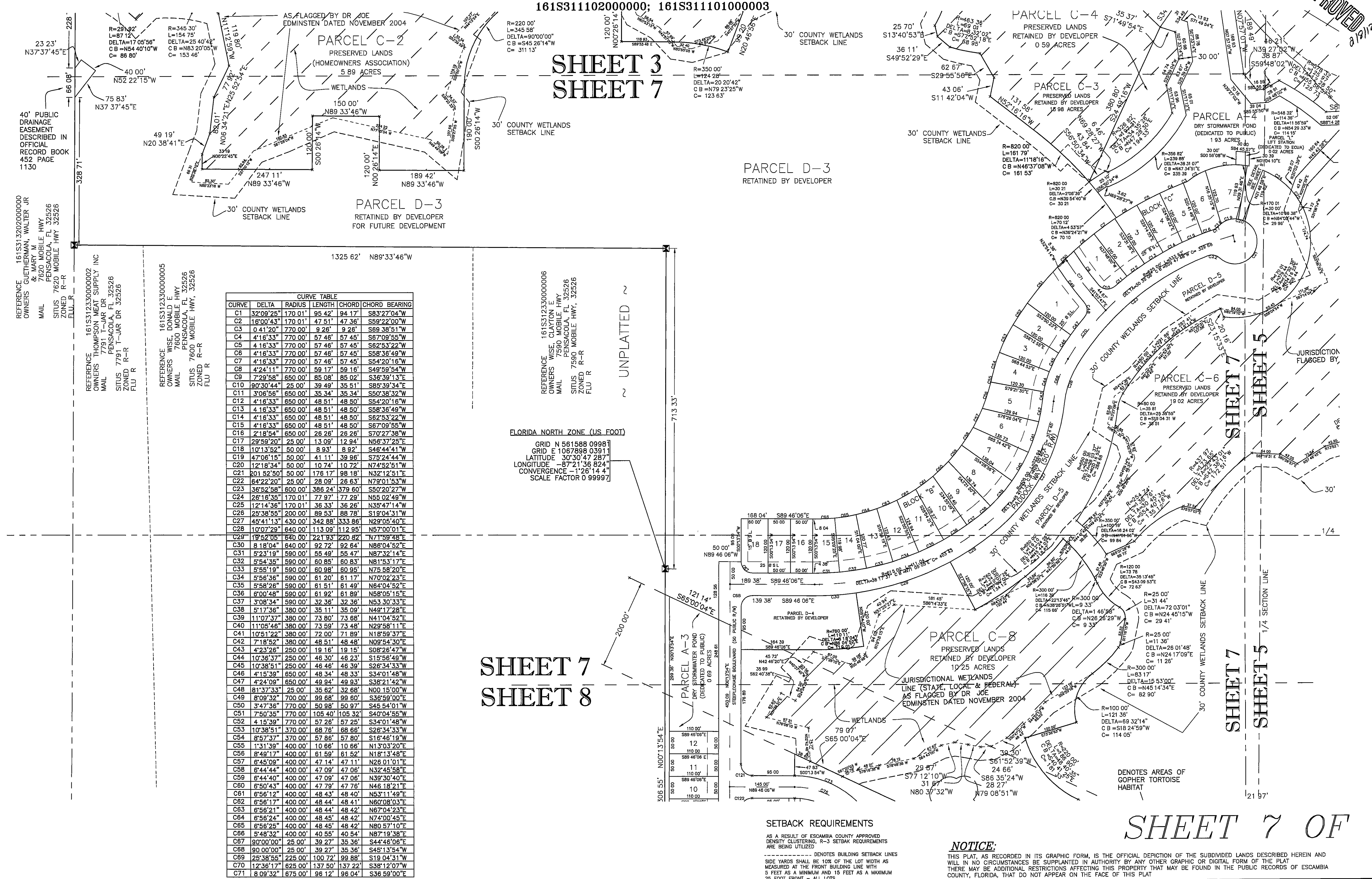
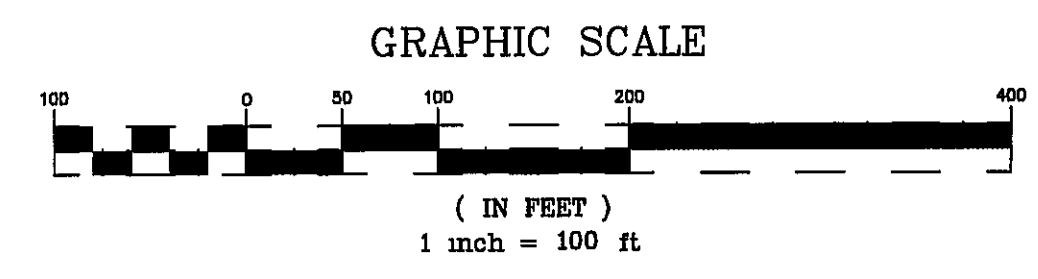
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT

RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK _____, PAGE(S) _____ **PLAT BOOK _____, PAGE _____**

GARY F. BYRD, LLC
Professional Surveying & Mapping
800 Byrd Lane
Pensacola, Florida 32526
PHONE (850) 554-6734
gfbysrv@bysrd.com.net

BRIDLEWOOD

A RECORD PLAT OF
A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA FEBRUARY 2012
ZONING: R-R & R-2 FUTURE LAND USE: MU-S
REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
161S311102000000; 161S311101000003



SHEET 3
SHEET 7

SHEET 7
SHEET 8

SHEET 7 OF 9

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	32°09'25"	170.01'	95.42'	94.17'	S83°27'04"W
C2	16°00'43"	170.01'	47.51'	47.36'	S59°22'00"W
C3	0°41'20"	770.00'	9.26'	9.26'	S69°38'51"W
C4	4°16'33"	770.00'	57.46'	57.45'	S67°09'55"W
C5	4°16'33"	770.00'	57.46'	57.45'	S62°53'22"W
C6	4°16'33"	770.00'	57.46'	57.45'	S58°36'49"W
C7	4°16'33"	770.00'	57.46'	57.45'	S54°20'16"W
C8	4°24'11"	770.00'	59.17'	59.16'	S49°59'54"W
C9	7°29'58"	650.00'	85.08'	85.02'	S36°39'13"E
C10	9°03'04"	25.00'	39.49'	35.51'	S85°39'34"E
C11	3°06'56"	650.00'	35.34'	35.34'	S50°38'32"W
C12	4°16'33"	650.00'	48.51'	48.50'	S54°20'16"W
C13	4°16'33"	650.00'	48.51'	48.50'	S58°36'49"W
C14	4°16'33"	650.00'	48.51'	48.50'	S62°53'22"W
C15	4°16'33"	650.00'	48.51'	48.50'	S67°09'55"W
C16	4°16'33"	650.00'	26.28'	26.28'	S70°27'38"W
C17	2°39'20"	25.00'	13.09'	12.94'	N66°37'25"E
C18	10°13'52"	50.00'	8.93'	8.92'	S46°44'41"W
C19	4°7'06'15"	50.00'	41.11'	39.96'	S75°24'44"W
C20	12°18'34"	50.00'	10.74'	10.72'	N74°52'51"W
C21	2°01'52'50"	50.00'	176.17'	98.18'	N32°12'51"E
C22	64°22'20"	25.00'	28.09'	26.63'	N79°01'53"W
C23	36°52'58"	600.00'	386.24'	379.60'	S50°20'27"W
C24	26°18'35"	170.01'	77.97'	77.29'	N55°02'49"W
C25	12°14'36"	170.01'	36.33'	36.26'	N35°47'14"W
C26	25°38'55"	200.00'	89.53'	88.78'	S19°04'31"W
C27	45°41'13"	430.00'	342.88'	333.86'	N29°05'40"E
C28	10°07'29"	640.00'	113.09'	112.95'	N57°00'01"E
C29	19°52'05"	640.00'	221.93'	220.82'	N71°59'48"E
C30	8°18'04"	640.00'	92.72'	92.64'	N86°04'52"E
C31	5°23'19"	590.00'	55.49'	55.47'	N87°32'14"E
C32	5°54'38"	590.00'	60.85'	60.83'	N81°53'17"E
C33	5°58'18"	590.00'	60.98'	60.95'	N75°58'20"E
C34	5°58'18"	590.00'	61.20'	61.17'	N70°02'23"E
C35	5°58'26"	590.00'	61.51'	61.49'	N64°04'52"E
C36	8°00'48"	590.00'	61.92'	61.89'	N58°05'15"E
C37	3°08'34"	590.00'	32.36'	32.36'	N53°30'33"E
C38	5°17'36"	380.00'	35.11'	35.09'	N49°17'28"E
C39	11°07'37"	380.00'	73.80'	73.68'	N41°04'52"E
C40	11°05'46"	380.00'	73.59'	73.48'	N29°58'11"E
C41	10°51'22"	380.00'	72.00'	71.89'	N18°59'37"E
C42	7°18'52"	380.00'	48.51'	48.48'	N09°54'30"E
C43	4°23'26"	250.00'	19.16'	19.15'	S08°26'47"W
C44	10°36'37"	250.00'	46.30'	46.23'	S15°56'49"W
C45	10°38'51"	250.00'	46.46'	46.39'	S26°34'33"W
C46	4°16'39"	650.00'	48.34'	48.33'	S34°01'48"W
C47	4°24'09"	650.00'	49.94'	49.93'	S38°21'42"W
C48	8°13'33"	25.00'	35.62'	32.68'	N00°15'00"W
C49	8°09'32"	700.00'	99.68'	99.60'	S36°59'00"E
C50	3°47'38"	770.00'	50.98'	50.97'	S45°54'01"W
C51	7°50'38"	770.00'	105.40'	105.32'	S40°04'55"W
C52	4°16'39"	770.00'	57.28'	57.25'	S34°01'48"W
C53	10°38'51"	370.00'	68.78'	68.66'	S26°34'33"W
C54	8°57'37"	370.00'	57.86'	57.80'	S16°46'19"W
C55	1°31'39"	400.00'	10.66'	10.66'	N13°03'20"E
C56	8°48'17"	400.00'	61.59'	61.52'	N18°13'48"E
C57	6°45'09"	400.00'	47.14'	47.11'	N26°01'01"E
C58	6°44'44"	400.00'	47.09'	47.06'	N32°45'58"E
C59	6°44'40"	400.00'	47.09'	47.06'	N39°30'40"E
C60	6°50'43"	400.00'	47.79'	47.76'	N46°18'21"E
C61	6°56'12"	400.00'	48.43'	48.40'	N53°11'49"E
C62	6°56'17"	400.00'	48.44'	48.41'	N60°08'03"E
C63	6°56'21"	400.00'	48.44'	48.42'	N67°04'23"E
C64	6°56'24"	400.00'	48.45'	48.42'	N74°00'45"E
C65	6°56'25"	400.00'	48.45'	48.42'	N80°57'10"E
C66	5°48'32"	400.00'	40.55'	40.54'	N87°19'38"E
C67	9°00'00"	25.00'	39.27'	35.36'	S44°46'06"E
C68	9°00'00"	25.00'	39.27'	35.36'	S45°13'54"W
C69	28°38'55"	225.00'	100.72'	99.88'	S19°04'31"W
C70	12°36'17"	625.00'	137.50'	137.22'	S39°12'07"W
C71	8°09'32"	675.00'	96.12'	96.04'	S36°59'00"E

FLORIDA NORTH ZONE (US FOOT)
GRID N 561588 09981
GRID E 1067898 03911
LATITUDE 30°30'47.281"
LONGITUDE -87°21'36.824"
CONVERGENCE -1'26"14.4"
SCALE FACTOR 0.99997

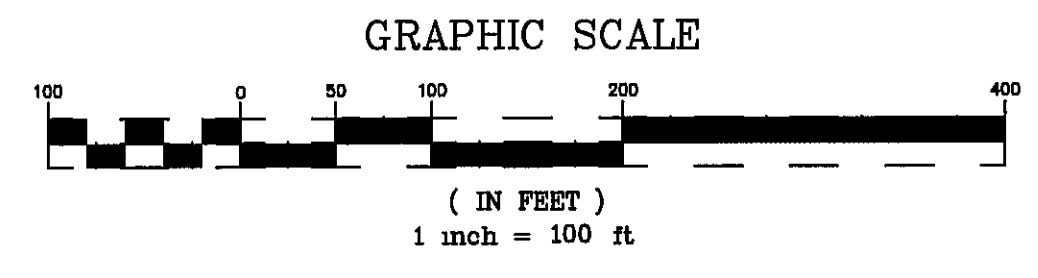
SETBACK REQUIREMENTS
AS A RESULT OF ESCAMBIA COUNTY APPROVED DENSITY CLUSTERING, R-3 SETBACK REQUIREMENTS ARE BEING UTILIZED
--- DENOTES BUILDING SETBACK LINES
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
25 FOOT FRONT - ALL LOTS
15 FEET REAR SETBACK - ALL LOTS
15 FOOT SIDE STREET SETBACK

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____ PLAT BOOK _____, PAGE _____

GARY F. BYRD, LLC
Professional Surveying & Mapping
800 Byrd Lane
Pensacola, Florida 32526
PHONE (850) 554-6734
gfbysurv@bellsouth.net

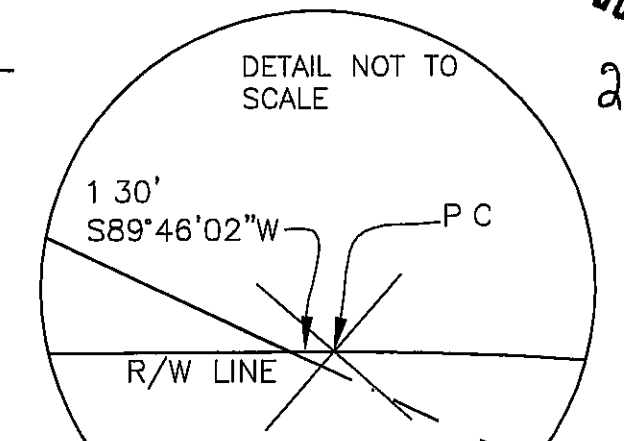


A RECORD PLAT OF BRIDLEWOOD

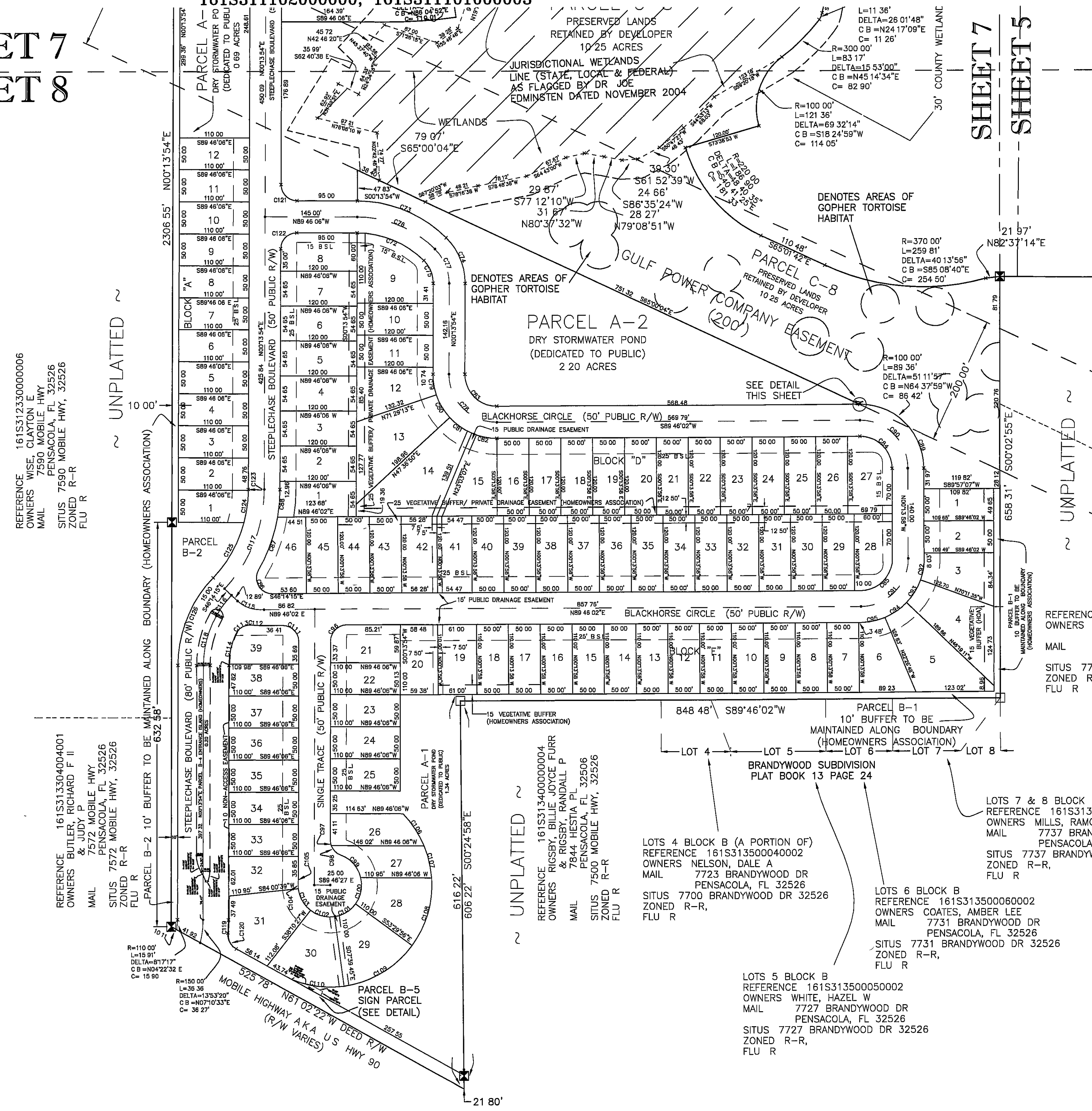
A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA FEBRUARY 2012
ZONING: R-R & R-2 FUTURE LAND USE: MU-S
REFERENCE NUMBERS: 161S311101000000; 161S311101000002;
161S311102000000; 161S311101000003

SHEET 7
SHEET 8

APPROVED
2/8/12



CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C72	44°25'37"	150.00'	116.31'	113.42'	N67°33'18"W
C73	44°25'37"	200.00'	155.08'	151.22'	N67°33'18"W
C74	45°34'23"	100.00'	79.54'	77.46'	N22°33'18"W
C75	45°34'23"	50.00'	39.77'	38.73'	N22°33'18"W
C76	44°25'37"	175.00'	135.69'	132.32'	N67°33'18"W
C77	45°34'23"	75.00'	59.65'	58.09'	N22°33'18"W
C78	90°27'52"	75.00'	118.42'	106.49'	S45°00'02"E
C79	18°44'40"	100.00'	32.72'	32.57'	S09°08'26"E
C80	23°52'24"	100.00'	41.67'	41.37'	S30°26'58"E
C81	24°33'43"	100.00'	42.87'	42.54'	S54°40'02"E
C82	23°17'05"	100.00'	40.64'	40.36'	S78°35'25"E
C83	90°27'52"	50.00'	78.95'	71.00'	S45°00'02"E
C84	90°00'00"	50.00'	78.54'	70.71'	N45°13'58"W
C85	90°00'00"	50.00'	78.54'	70.71'	N44°46'02"E
C86	120°31'37"	25.00'	52.59'	43.42'	S29°58'10"E
C87	20°13'50"	250.00'	88.27'	87.82'	N20°10'44"E
C88	9°49'55"	250.00'	42.90'	42.85'	N05°08'51"E
C89	38°49'57"	100.00'	67.78'	66.49'	N19°37'02"W
C90	90°00'00"	75.00'	117.81'	106.07'	N45°13'58"W
C91	90°00'00"	75.00'	117.81'	106.07'	N44°46'02"E
C92	20°02'23"	100.00'	34.98'	34.80'	N09°47'13"E
C93	23°52'24"	100.00'	41.67'	41.37'	N31°44'37"E
C94	23°52'24"	100.00'	41.67'	41.37'	N55°37'01"E
C95	22°12'50"	100.00'	38.77'	38.53'	N78°39'37"E
C96	89°32'08"	25.00'	39.07'	35.21'	S44°59'58"W
C97	20°50'10"	25.00'	9.09'	9.04'	S10°11'11"E
C98	49°16'47"	25.00'	21.50'	20.85'	S45°14'40"E
C99	56°39'30"	50.00'	49.44'	47.45'	N41°33'19"W
C100	49°23'10"	50.00'	43.10'	41.78'	N11°28'01"E
C101	45°35'59"	50.00'	39.79'	38.75'	N58°57'36"E
C102	45°57'14"	50.00'	40.10'	39.04'	S75°15'47"E
C103	46°13'59"	50.00'	40.35'	39.26'	S29°10'10"E
C104	12°57'47"	50.00'	11.31'	11.29'	S00°25'43"W
C105	6°40'43"	25.00'	2.91'	2.91'	N03°34'15"E
C106	21°35'14"	160.00'	60.28'	59.93'	N33°13'12"W
C107	18°29'14"	160.00'	51.63'	51.40'	N13°10'58"W
C108	40°26'29"	160.00'	112.93'	110.60'	N16°16'53"E
C109	45°50'08"	160.00'	128.00'	124.61'	N59°25'12"E
C110	30°10'52"	160.00'	84.28'	83.31'	S82°34'19"E
C111	90°27'52"	25.00'	39.47'	35.50'	N45°00'02"W
C112	8°50'22"	75.00'	11.57'	11.56'	S85°48'47"E
C113	74°22'28"	25.00'	32.45'	30.22'	S61°25'10"W
C114	22°57'30"	120.00'	48.08'	47.76'	S12°45'11"W
C115	43°59'43"	50.00'	38.39'	37.46'	S68°14'06"E
C116	14°24'17"	159.99'	40.22'	40.12'	S36°33'36"W
C117	43°31'51"	225.00'	170.95'	166.86'	N21°59'49"E
C118	29°07'34"	159.99'	81.33'	80.46'	S14°47'41"W
C119	6°11'24"	190.00'	20.53'	20.52'	N03°19'36"E
C120	67°27'39"	25.00'	29.44'	27.76'	S27°18'32"E
C121	90°00'00"	25.00'	39.27'	35.36'	S44°46'06"E
C122	90°00'00"	25.00'	39.27'	35.36'	S45°13'54"W
C123	0°21'18"	200.00'	1.24'	1.24'	N00°24'32"E
C124	14°29'22"	200.00'	50.58'	50.44'	N07°49'52"E
C125	28°41'12"	200.00'	100.14'	99.09'	N29°25'09"E
C126	43°31'52"	199.99'	151.94'	148.32'	S21°59'49"W



REFERENCE 161S312130000000
OWNERS WISE CLAYTON E
MAIL 7550 MOBILE HWY
PENSACOLA, FL 32526
SITUS 7590 MOBILE HWY, 32526
ZONED R-R
FLU R

REFERENCE 161S313304000001
OWNERS BUTLER, RICHARD F II
& JUDY BRILE HWY
PENSACOLA, FL 32526
SITUS 7572 MOBILE HWY, 32526
ZONED R-R
FLU R

REFERENCE 161S313400000004
OWNERS RUSBY, JILL JOYCE FURR
4000 HESTIA PL
7544 HESTIA PL
PENSACOLA, FL 32506
SITUS 7500 MOBILE HWY, 32526
ZONED R-R
FLU R

REFERENCE 161S313500040002
OWNERS NELSON, DALE A
7723 BRANDYWOOD DR
PENSACOLA, FL 32526
SITUS 7700 BRANDYWOOD DR 32526
ZONED R-R,
FLU R

REFERENCE 161S313500060002
OWNERS COATES, AMBER LEE
MAIL 7731 BRANDYWOOD DR
PENSACOLA, FL 32526
SITUS 7731 BRANDYWOOD DR 32526
ZONED R-R,
FLU R

REFERENCE 161S313500050002
OWNERS WHITE, HAZEL W
MAIL 7727 BRANDYWOOD DR
PENSACOLA, FL 32526
SITUS 7727 BRANDYWOOD DR 32526
ZONED R-R,
FLU R

REFERENCE 161S311410201082
OWNERS KIMBRELL, J S & ANN
MAIL 225 CHATEAUGAY ST NW
FORT WALTON BEACH, FL
325484233
SITUS 5500 ABBA LN
ZONED R-R
FLU R

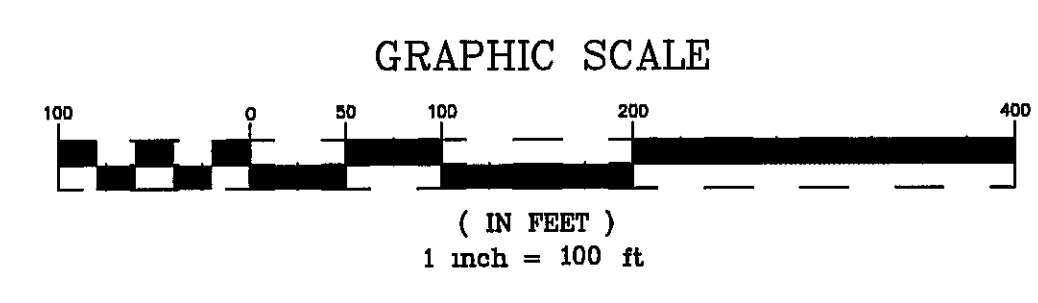
REFERENCE 161S311410200001
OWNERS HUGHES, DANIEL R
& CHERYL D
MAIL 119 PINEHURST DR
BRANDON, MS 39047
SITUS 7709 STILLER LAKE RD, 32526
ZONED R-R, R-2
FLU R

SETBACK REQUIREMENTS
AS A RESULT OF ESCAMBIA COUNTY APPROVED
DENSITY CLUSTERING, R-3 SETBACK REQUIREMENTS
ARE BEING UTILIZED
--- DENOTES BUILDING SETBACK LINES
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS
MEASURED AT THE FRONT BUILDING LINE WITH
5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
25 FOOT FRONT - ALL LOTS
15 FEET REAR SETBACK - ALL LOTS
15 FOOT SIDE STREET SETBACK

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT

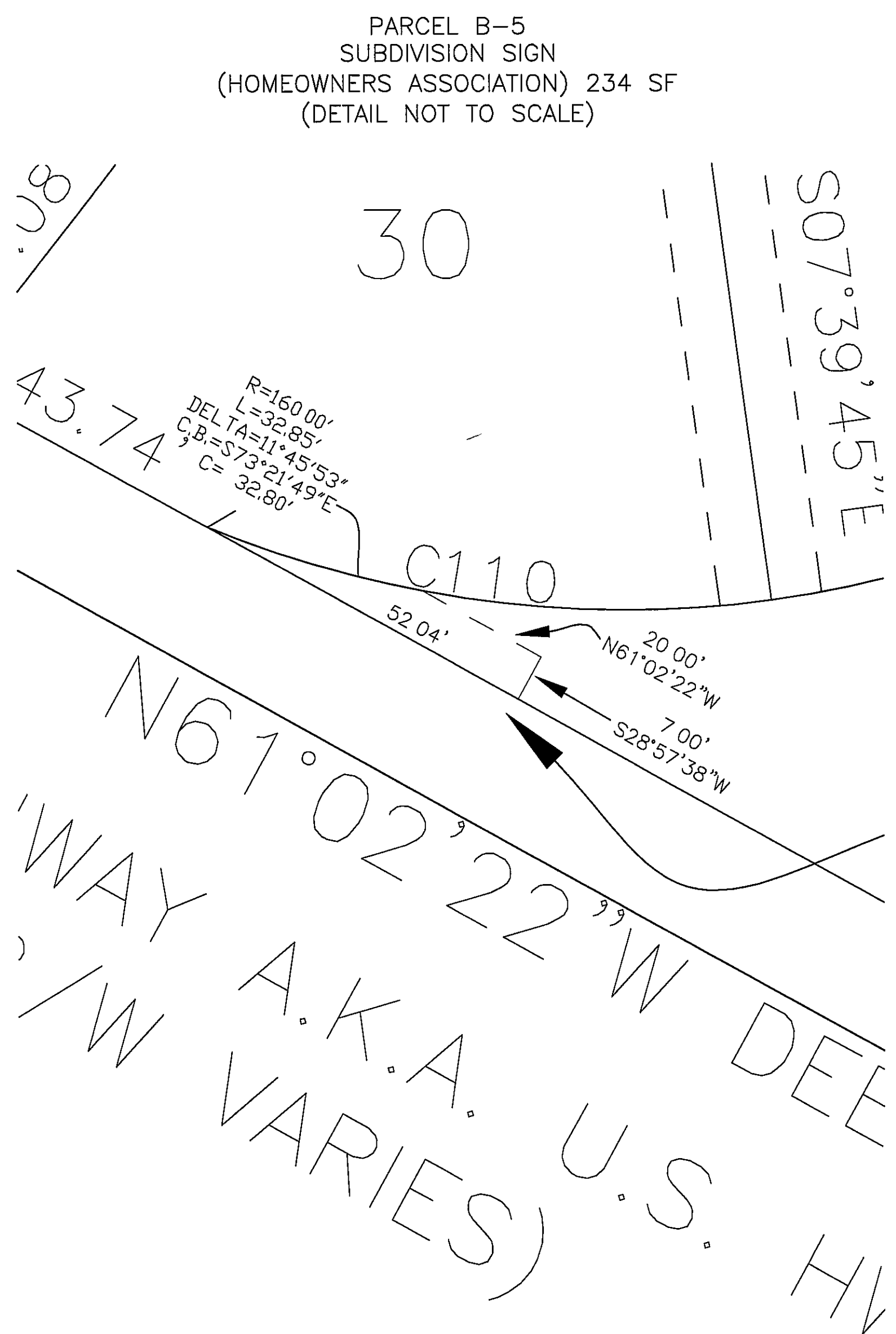
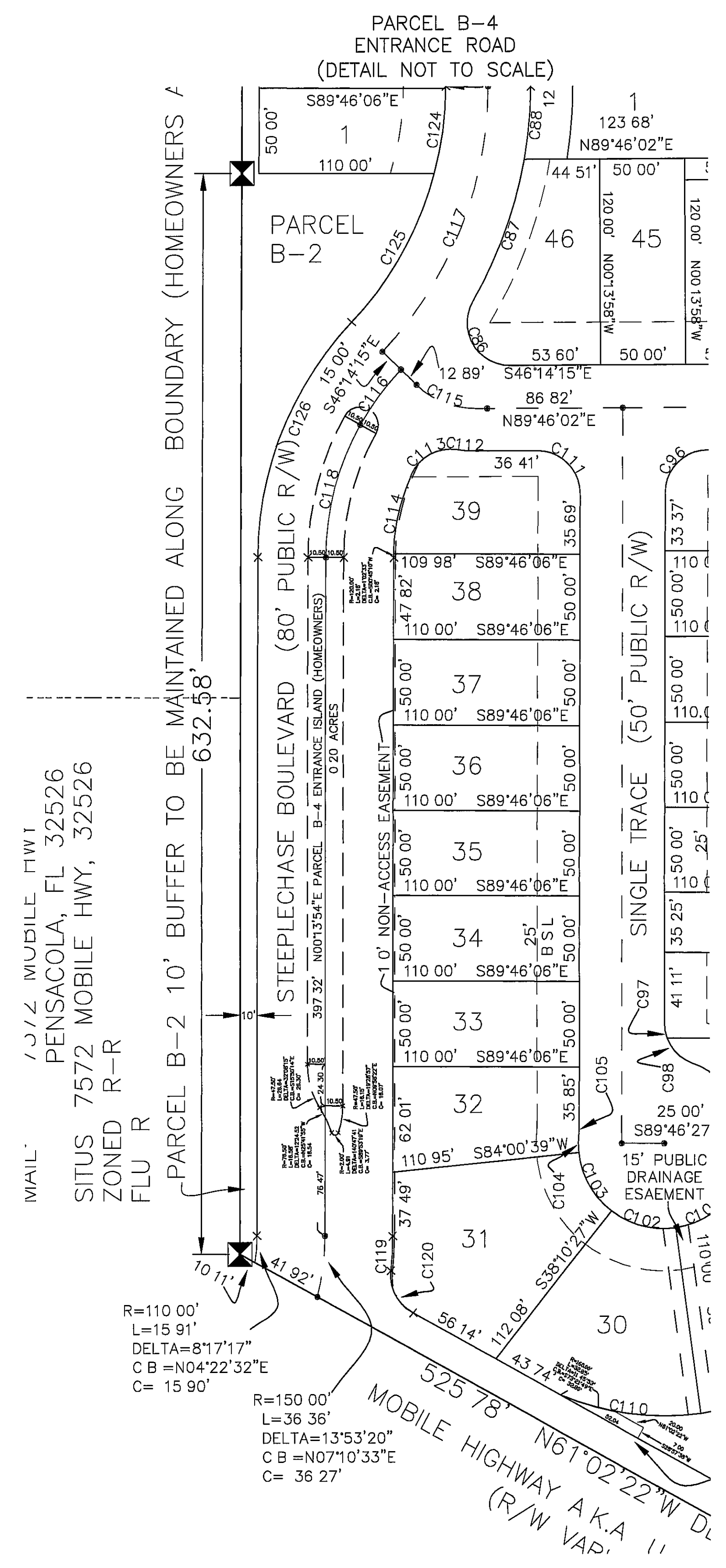
RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____ PLAT BOOK _____, PAGE _____



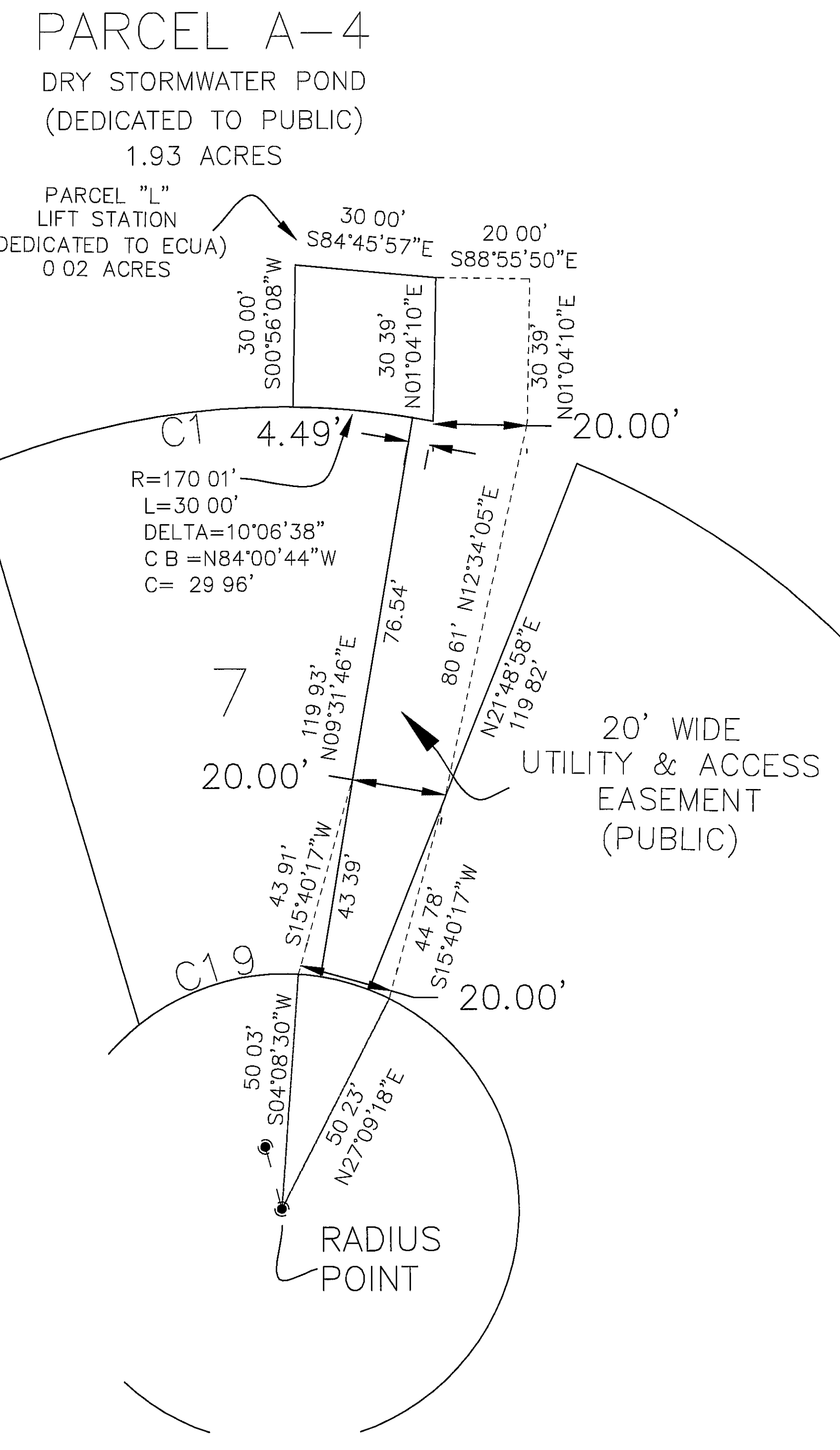
A RECORD PLAT OF BRIDLEWOOD

A SUBDIVISION OF A PORTION OF SECTIONS 8, 9, & 16 TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA FEBRUARY 2012
 ZONING: R-R & R-2 FUTURE LAND USE: MU-S
 REFERENCE NUMBERS: 161S311101000000; 161S311101000002; 161S311102000000; 161S311101000003

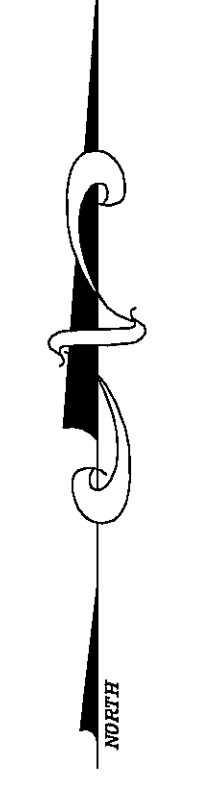
GARY F. BYRD, LLC
 Professional Surveying & Mapping
 800 Byrd Lane
 Pensacola, Florida 32526
 PHONE (850) 554-6734
 gfbisurv@bellsouth.net



PARCEL "L"
 LIFT STATION PARCEL
 (DETAIL NOT TO SCALE)



APPROVED
 2/21/20



SETBACK REQUIREMENTS

DENOTES BUILDING SETBACK LINES
 SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
 20 FEET FRONT - ALL LOTS
 15 FEET REAR SETBACK - ALL LOTS
 5 FOOT SIDE STREET SETBACK

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

SHEET 9 of 9

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____ PLAT BOOK _____, PAGE _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2216

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/15/2012

Issue: Disposition of County Surplus Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Policy for Disposition of County Surplus Property - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the revised Procedures for Disposition of County Property Policy, Section II, Part B.1, of the Board of County Commissioners Policy Manual, to allow for the centralization of the processes to maximize efficiency and to increase the return to the County.

BACKGROUND:

Currently, every department is responsible for the disposition of County assets. On the the February 16th agenda alone there were five separate recommendations from four different departments. This change keeps the policy aspect of the disposition in tact while allowing more flexibility in the actual process.

The County will continue to attempt to maximize the salvage value of surplus assets and dispose of the asset in the most efficient manner possible.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of County Property Policy

Board of County Commissioners

Escambia County, Florida

Title: Procedures for Disposition of County Property – Section II, B.1
Date Adopted: April 26, 1979
Effective Date: November 19, 2009, as amended
Reference:
Policy Amended: June 26, 1990, December 11, 2003, June 19, 2008, November 19, 2009, March 15, 2012

A. Transfer of Property between Departments under the Board County of Commissioners (BOCC) and Other Constitutional Officers.

1. Transfer of ~~County tangible P~~property on the Board's fixed asset inventory between Departments under the Board of County Commissioners and to other Constitutional Officers shall be approved and signed off by the County Administrator or his designee and forwarded to the Clerk of the Circuit Court's Finance Department.

2. Transfer of tangible property on the County's fixed asset inventory between Departments under the Board of County Commissioners shall be approved by the directors of both departments and forwarded to the Clerk of the Circuit Court's Finance Department.

32. Transfer Board Property Assigned to Other Constitutional Officers

a. Any ~~personal tangible~~ property transferred to a Constitutional Officer from the Board of County Commissioners shall be returned to the Board when it is no longer needed by such Officer. The County Administrator or his designee will then determine whether or not the ~~personal tangible~~ property is needed by another Department or should be dispositioned.

~~b. Disposition Process for Computers from Constitutional Officers will follow the critical path as outlined in the flow chart for Constitutional Officer's Computers (Attachment A).~~

43. ~~Personal Tangible~~ Property to be Permanently Dispositioned.

~~All property under the BOCC [excluding computers] to be permanently disposed of will follow the critical path as outlined in the attached flow chart for non-computer or non-vehicle property (Attachment B). The request will be routed through the County Administrator or his designee to the Clerk of the Court's (COC) Finance Department who will prepare the recommendation to the BOCC for approval. Property included on the County's fixed asset inventory shall be declared surplus following approval by the Board of County Commissioners as contained in Florida Statute. Once declared surplus the County shall~~

make every effort to maximize the return on said property including but not limited to public (both on-line and physical) auction or direct sale; then said asset shall be disposed of in the most efficient and effective manner.

Tangible property below the value to be included on the County's fixed asset inventory shall be disposed of in the most efficient and effective manner with the goal to maximize return to the County.

~~Donation of surplus personal-tangible property to 501 (e) (3)-Not for Profit Organizations or other not for profit organizations shall require approval of the BOCC. Once approved, the COC will notify the disposing Department. The disposing Department will then present the COC with the property tags from the disposing items. The items will then be transported to the Perdido Landfill for final disposition.~~

4. ~~Computers under the BOCC to be Permanently Dispositioned~~

~~All computers under the BOCC to be permanently disposed of will follow the critical path as outlined in the attached flow chart for BOCC Computers (Attachment C). The dispersing Department will route the disposition request through the Department's IT specialist to the County Administrator or his designee for approval. If approved, the request will proceed to the Clerk of the Court's Finance Department who will prepare the recommendation to the Board of County Commissioners for approval. If approved, the COC will notify the Department's IT Specialist who will prepare the computer for disposition readiness and then present the property tags to the COC for release from the COC's property inventory list. The computers will then be shipped to the Perdido Landfill to be prepared for auction, the DSWM end of life electronics recycling program or donating to a 501 (e) (3) not for profit organization.~~

5. ~~Computers from County Commissioner's offices to be Permanently Dispositioned~~

~~All requests for disposition of County owned computers from the office of an individual Commissioner will follow the critical path as outlined in the flow chart for BOCC Computers (Attachment C). Documents to be prepared by the County Administrator or his designee and the assigned IT Specialist serving the BCC. The request will be forwarded to the Clerk of the Court's Finance Department to prepare a recommendation to the BCC. Once approved the COC will notify the IT Specialist serving the BCC who will prepare the computer for disposition readiness and then present the property tags to the COC for release from the COC's property inventory list. The computers will then be shipped to the Perdido Landfill to be prepared for auction, the DSWM end of life electronics recycling program or donating to a 501 (e) (3) not for profit organization.~~

6. ~~Vehicles or Large Equipment under the BOCC to be Permanently Dispositioned~~

~~Vehicles or Large Equipment under the BOCC to be permanently dispositioned shall follow the critical path as outlined in the flow chart for Vehicle or Large Equipment Property (Attachment D).~~

B. Selling of Surplus Property

The County Administrator or his designee shall have the authority to sell all County surplus personal-tangible property under \$5,000, ~~exclusive of sales tax,~~ without ~~further action by the Board of County Commissioners,~~ bids or advertisement.

Items over \$5,000 may be sold by the County Administrator or his designee without further Board

action provided that the sale of the personal-tangible property was properly advertised for sale in compliance with Florida Statute 274 and County Ordinance 2009-17, ~~which requires a notice to be published in a newspaper no less than one week and no more than two weeks from the date of sale, and that the equipment be sold by competitive sealed bid or auction.~~

All sale of all County personal-tangible property shall be in the most efficient cost effective means as determined by the County Administrator or his designee.

C. Equipment and Furnishings in Commissioner's office.

All requests for transfer of County owned personal-tangible property either from or to the office of an individual Commissioner shall first be brought to the full Board for approval.

~~D. It is the responsibility of every Department Director to inform the County Administrator or his designee of any surplus property available.~~



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2227

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/15/2012

Issue: Disposition of Property for the Public Safety Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form noting the reason for disposal.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the items listed will be disposed of as indicated on disposition form according to County policy.

Attachments

Property Disposition Form for Public Safety BCC3-5-12


REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330403/302/206

John Sims DATE: 27-Feb-12

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54558	Optiplex SX280 Computer	6LW8N81	SX280	2005	Bad
Y	53518	Latitude D505 Laptop Computer	4YTX261	LatitudeD505	2004	Bad
N	55602	Optiplex GX620 Computer	GLDGBC1	GX620	2007	Bad
Y	51007	Computer Work Station/Dell	22KLK11	340 minitwr	2002	Bad

Disposal Comments: To be sent to Recycling

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: 

TO: County Administration Date: 2/28/12

FROM: Public Safety Department Department Director _____

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 2/28/12

TO: Board of County Commissioners

FROM: County Administration 

Charles R. "Randy" Oliver, ~~Chair~~
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 03-25-10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2241

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/15/2012

Issue: Disposition of Property for Development Services Department

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Development Services Department - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department, Planning and Zoning Division, for property which is described and listed on the Form for the reason stated, with the item to be disposed of as indicated.

BACKGROUND:

The vehicle listed on the Request for Disposition of Property form is operable; however, it needs more work than the Development Services Department is willing to spend on repairs and is no longer cost effective. The vehicle will not be replaced.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with F.S. 274.07 and Board Policy, Section II, Part B. 1., Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the County vehicle will be disposed of according to the Disposition of County Property Policy.

Attachments

Disposition of Property Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Development Services Dept. COST CENTER NO: 250501

Patricia M. Knight DATE: 18-Jan-12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Patricia M. Knight* Phone No: 80-595-3473

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44771	Ford Truck Tag #72793	1FTCR10A1VUB82826	Ranger		Poor

Disposal Comments: Vehicle is operable, needs more work than we want to spend on repairs. No longer cost effective.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

DO NOT REPLACE

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 1/25/12
 FROM: Escambia County Bureau Bureau Chief (Signature): *T. Lloyd Kerr*
 Department Director: T. Lloyd Kerr, AICP
 Bureau Chief (Print Name): T. Lloyd Kerr, AICP

RECOMMENDATION: Date: 2/24/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2252

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/15/2012

Issue: Limited Waiver of the Noise Abatement Ordinance for Pensacola Country Club

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Wedding Reception to be Held at the Pensacola Country Club - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time from 7:00 p.m., to 11:00 p.m., for an outdoor wedding reception, to be held at the Pensacola Country Club on Saturday, May 12, 2012.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article II. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

Attachments

Application

Site Map



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Shelley Welch		Phone Number: 850-455-7364	
Owner's Name: Pensacola Country Club		Phone Number: 850-455-7364	
Owner's Address: 1500 Bayshore Drive			
City: Pensacola	State: FL	Zip Code: 32507	
Job Address: same		Lot or Apt. Number:	

<i>Limited Waiver Section Only</i>	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
Date of Activity: 5/12/12	Description of Activity: Wedding reception (with band) on the back lawn of the country club.
Beginning Time: 7:00pm Ending Time: 11:00pm	

Remarks or Comments: We regularly have music outside. Our neighbors are quite a distance away from the back side of the club. We have never had any issues with disturbing those around us.

Driving Directions:

Escrow Account Number:	Date: 2-24-12
Applicant Signature:	

Project: Pensacola Country Club
 Date: 08-04-06
 Project No.: 2395
 Sheet No.: A1.1

14-00-00 100 FT
 14-00-00 100 FT



BAY

GOLF COURSE

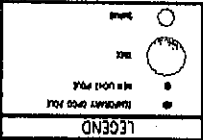
GOLF COURSE

POOL complex

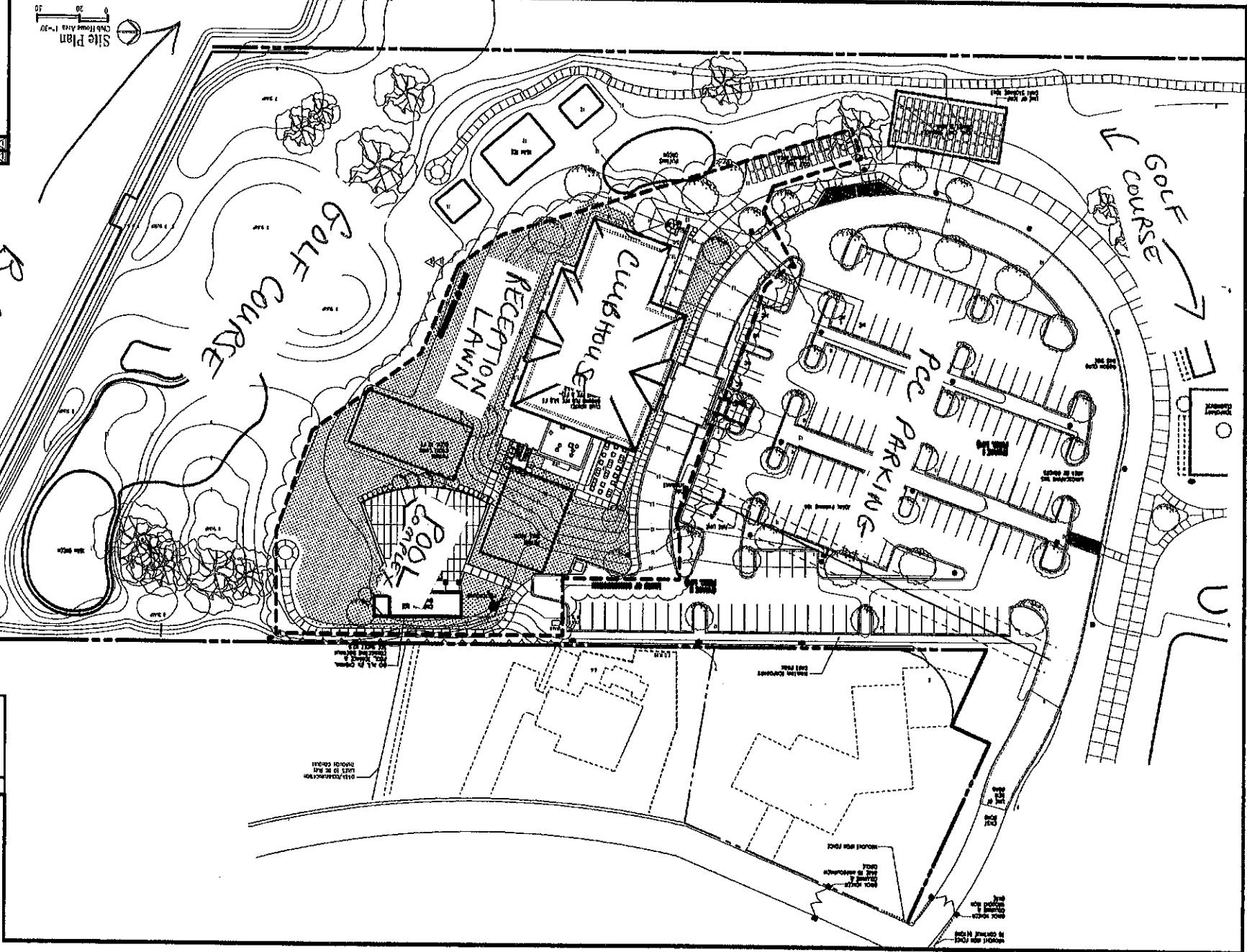
RECEPTION LAWN

Clubhouse

PER PARKING



Architects
 Quinn Crumrine & Associates
 400 West Romana Street
 Pensacola, Florida 32501
 850-433-5572 Fax 433-5566





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2253

County Administrator's Report 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/15/2012

Issue: Limited Waiver of the Noise Abatement Ordinance for the SRIA Bonfire Jam Beach Concert

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Limited Waiver of the Escambia County Noise Abatement Ordinance for the SRIA Bonfire Jam Beach Concert to be held at the Casino Beach Boardwalk - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to 11:30 p.m., for the outdoor Bonfire Jam Beach Concert, sponsored by the Santa Rosa Island Authority (SRIA) and the Joe Lewis Co., at the Casino Beach Boardwalk on Saturday, May 12, 2012, from 11:30 a.m., to 11:30 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article II. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

This application is processed in coordination with the Santa Rosa Island Authority. Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

Attachments

Application

Site Map



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

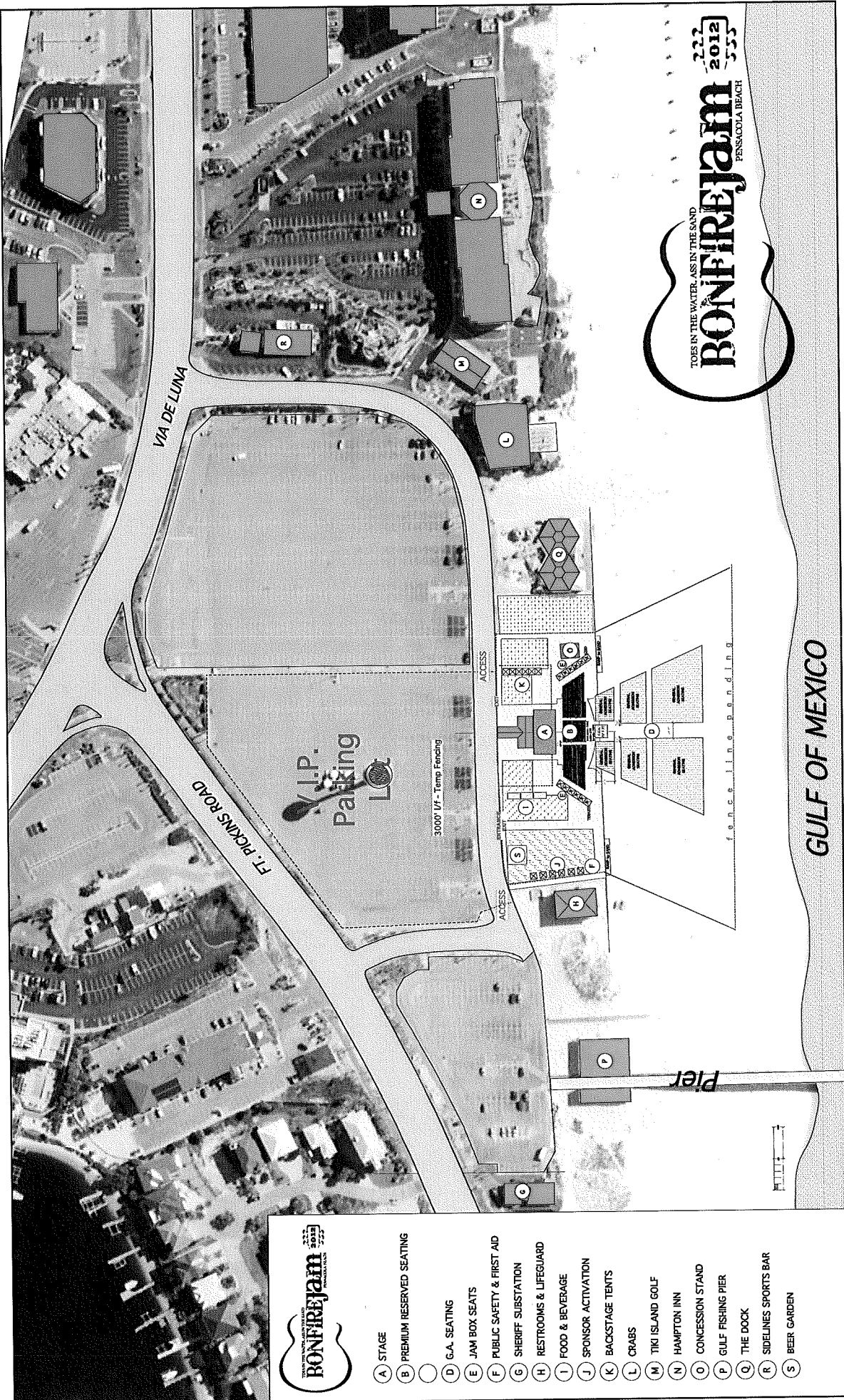
Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Santa Rosa Island Authority <i>W.A. "Buck" Lee</i>		Phone Number: 850-932-2257
Owner's Name: W.A. "Buck" Lee Santa Rosa Island Authority		Phone Number: 850-932-2257
Owner's Address: 1 Via de Luna DR.		
City: Pensacola Beach	State: FL	Zip Code: 32561
Job Address: same 1 CASINO BEACH Boardwalk		Lot or Apt. Number:

Limited Waiver Section Only	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
Date of Activity: 5/12/12	Description of Activity: SRIA and Bonfire Jam has teamed up to produce a concert on the beach.
Beginning Time: 11:30AM Ending Time: 11:30PM	

Remarks or Comments:
Driving Directions:

Escrow Account Number:	Date: 2/29/12
Applicant Signature: <i>W. D. Buck Lee</i>	



- A) STAGE
- B) PREMIUM RESERVED SEATING
- C) G.A. SEATING
- D) JAM BOX SEATS
- E) PUBLIC SAFETY & FIRST AID
- F) SHERIFF SUBSTATION
- G) RESTROOMS & LIFEGUARD
- H) FOOD & BEVERAGE
- I) SPONSOR ACTIVATION
- J) BACKSTAGE TENTS
- K) CRABS
- L) TIKI ISLAND GOLF
- M) HAMPTON INN
- N) CONCESSION STAND
- O) GULF FISHING PIER
- P) THE DOCK
- Q) SIDELINES SPORTS BAR
- R) BEER GARDEN
- S)

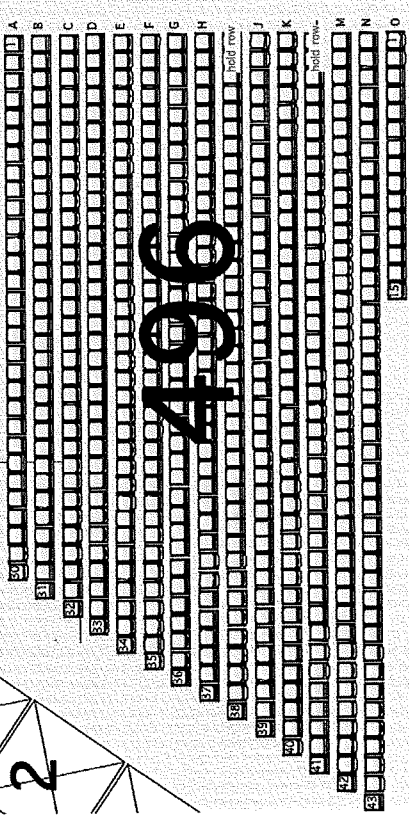
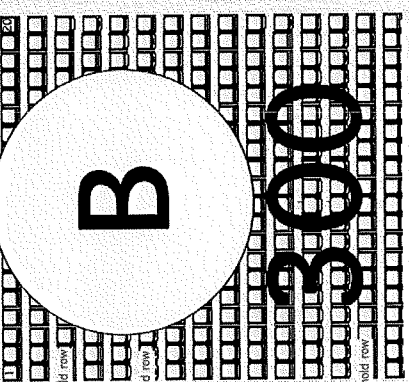
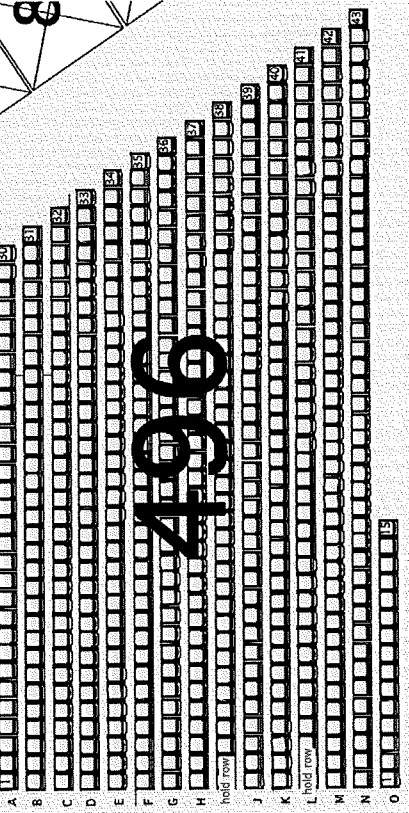
EVENT: BONFIREJAM	DRAWING TITLE: EVENT PLAN	DATE DRAWN: 2/28/12
LOAD IN DATES:	SCALE: 1/2" = 1'-0"	DRAWN BY: JAMES
EVENT DATES:	LOCATION: PENSACOLA BEACH PIER	1/5/2012

Joe Lewis Company, Inc. LIVE • BRANDED • MEDIA • EVENTS
 Tel: 310-316-5278 • Fax: 310-316-5331 • www.joelewiscompany.com

BEACH

A

5'-0"



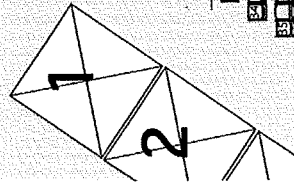
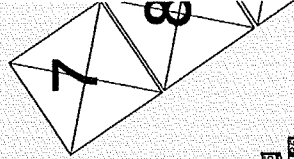
total seats - 1292
 holds - 218
 for sale - 1074

**GENERAL
 ADMISSION**

**F.O.H.
 20' x 20'**

**GENERAL
 ADMISSION**

29'-6"





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2249

County Administrator's Report 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/15/2012

Issue: Request for Disposition of Property

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form, indicating three items to be properly disposed of, which are described and listed on the Request Form, with reasons for disposition stated.

The surplus property listed on the Request for Disposition of Property Form has been checked and declared surplus, to be sold or disposed of as listed on the supporting documentation. The Request Form has been signed by all applicable authorities, including the Division Manager as designee for the Department Director, and the County Administrator.

BACKGROUND:

The surplus property listed on the Request for Disposition of Property Form has been checked and declared surplus, to be sold or disposed of as listed on the supporting documentation. The Request Form has been signed by all applicable authorities, including the Division Manager as designee for the Department Director, and the County Administrator.

BUDGETARY IMPACT:

Recoup of funds if/when property is sold; saving funds by re-purposing older vehicles rather than purchasing newer vehicles.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition of Property Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: 2/9/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210403
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON- DIT- ION
1	56964	MOWER BAD BOY	BBA6035CA12071275	D16035A	2007	FAIR
2	56965	MOWER BAD BOY	BBA6035CA12071276	D16035A	2007	FAIR
3	56966	MOWER BAD BOY	BBA6035CA12071278	D16035A	2007	FAIR

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. Road Department

Property Custodian (Signature): Sherry Holland Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 2/15/2012
FROM: Escambia County Bureau Terry Gray Terry Gray
Director or designee

RECOMMENDATION: Date: 3/2/2012
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver, ~~PE~~ PE
County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2245

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Supplemental Budget Amendment #092 - LAP Agreement for Nine Mile Road

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #092 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #092, Local Option Sales Tax III Fund (352) in the amount of \$499,915, to recognize proceeds from a Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for the design of roadway improvements on State Road 10 (Nine Mile Road).

BACKGROUND:

Escambia County is entering into a LAP agreement with the FDOT and will be reimbursed up to \$499,915. The funds are for the design of roadway improvements on State Road 10 (Nine Mile Road).

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$499,915.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#092

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2012-_____**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County will receive funds from the Florida Department of Transportation under a Local Agency Program Agreement, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Local Option Sales Tax III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
LAP - Nine Mile Road Improvement	352	new	\$499,915
Total			\$499,915

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other than Buildings	352/210107	56301/08EN0165	\$499,915
Total			\$499,915

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

**Supplemental Budget Amendment
#092**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2251

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Supplemental Budget Amendment #093 - FDEM Citizen Corp Project Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #093 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #093, Other Grants and Projects Fund (110) in the amount of \$5,850, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Citizen Corps Project.

BACKGROUND:

The Board accepted FDEM Grant Agreement #12-CC-24-01-27-01-368 in its meeting held January 5, 2012. The funds will be used to compensate Be Ready Alliance Coordinating for Emergencies (BRACE) for services provided as the County's Citizen Corps Program Coordinator.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$5,850.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#093

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2012-_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management, through Contract Number 12-CC-24-01-27-01-368 and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

<u>Other Grants & Projects</u>	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
<u>Citizen Corps-Homeland Security</u>	<u>110</u>	<u>334251</u>	<u>5,850.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total			<u>5,850.00</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
<u>Other Contractual Services</u>	<u>110/330458</u>	<u>53401</u>	<u>5,850.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total			<u>5,850.00</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#093



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2223

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Rescind action concerning Surplus and Sale of Real Property and convey real property to Pensacola Habitat for Humanity Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Rescinding the Board's Action of January 19, 2012, and Conveying the Real Property Located at 205 East Hatton Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 205 East Hatton Street:

A. Rescind the Board's action of January 19, 2012, taking the following action concerning the surplus and sale of real property located at 205 East Hatton Street that has escheated to the County:

1. Declaring surplus the Board's real property, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,979, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

3. Authorizing the Chairman to sign all documents related to the sale;

B. Declare surplus the Board's real property located 205 East Hatton Street, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;

C. Adopt the Resolution authorizing the conveyance of real property to Pensacola Habitat for Humanity, Inc.;

D. Approve the sale price of \$3,979 for the 205 East Hatton Street property;

E. Acknowledge that Pensacola Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

F. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of

HUD (U.S. Department of Housing and Urban Development) approval requirements; and

G. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

This property escheated to Escambia County on December 12, 2011. The 205 East Hatton Street property was approved for surplus and sale at the January 19, 2010, Board Meeting. The Property Appraiser's 2011 Certified Roll Assessment value for this property is \$3,979. This property has an unlivable structure on it, which Pensacola Habitat for Humanity will remove before building their home on the property. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

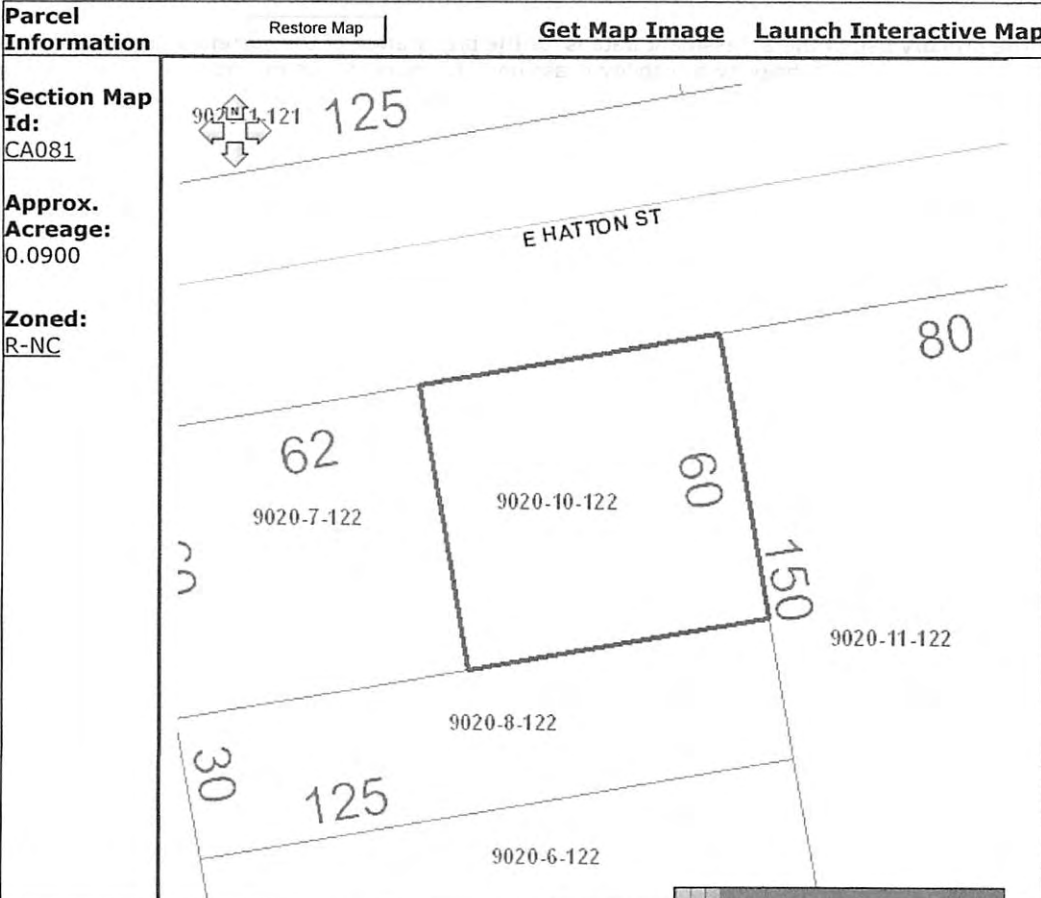
205 E Hatton backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 000S009020010122 Account: 134067100 Owners: JEFFERSON DOROTHY Mail: C/O CLARA FLEMING 3002 N ROOSEVELT ST PENSACOLA, FL 32503 Situs: 205 E HATTON ST 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$0 Land: \$3,979 <hr/> Total: \$3,979 Save Our Homes: \$0 Disclaimer Amendment 1 Calculations																								
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1976</td> <td>971</td> <td>273</td> <td>\$2,000</td> <td>SC</td> <td>View Instr</td> </tr> <tr> <td>01/1976</td> <td>971</td> <td>270</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>860</td> <td>106</td> <td>\$1,750</td> <td>SC</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1976	971	273	\$2,000	SC	View Instr	01/1976	971	270	\$100	WD	View Instr	01/1974	860	106	\$1,750	SC	View Instr	2011 Certified Roll Exemptions None <hr/> Legal Description E1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81 <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																					
01/1976	971	273	\$2,000	SC	View Instr																					
01/1976	971	270	\$100	WD	View Instr																					
01/1974	860	106	\$1,750	SC	View Instr																					



Buildings	
Building 1 - Address: 205 E HATTON ST, Year Built: 1940, Effective Year: 1950	
Structural Elements FOUNDATION -WOOD/NO SUB FLR EXTERIOR WALL -ASBESTOS SIDING NO. PLUMBING FIXTURES -3.00 DWELLING UNITS -1.00 ROOF FRAMING -GABLE ROOF COVER -ROLLED ROOFING INTERIOR WALL -WOOD/WALLBOARD FLOOR COVER -PINE/SOFTWOOD NO. STORIES -1.00 DECOR/MILLWORK -NONE HEAT/AIR -UNIT HEATERS STRUCTURAL FRAME -WOOD FRAME	
Areas - 762 Total SF BASE AREA - 696 OPEN PORCH FIN - 36 OPEN PORCH UNF - 30	
Images	



11/3/09



1/11/10



5/26/11

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.



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

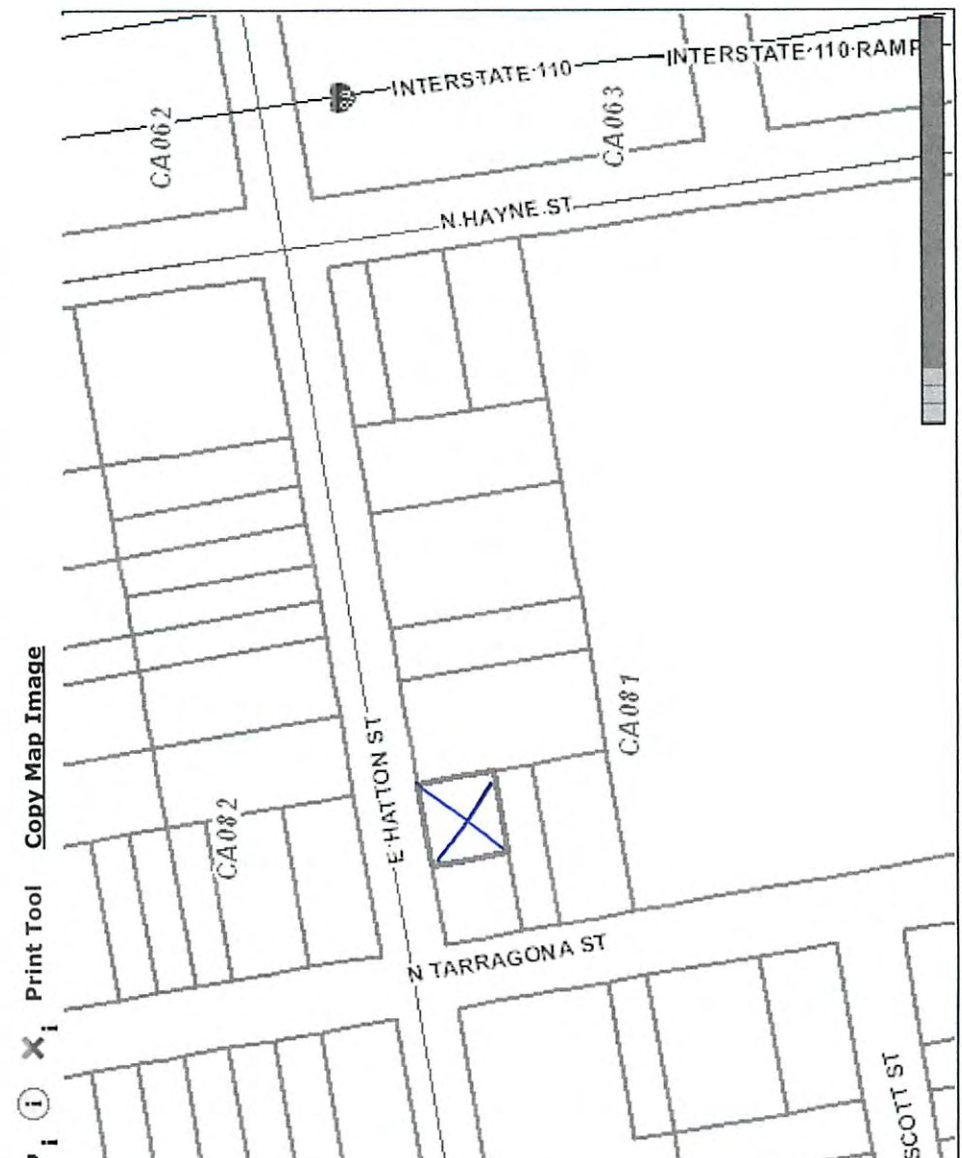
Use numeric selection labels **Record Search**
 Download Selection Data (1 row)

Reference: 00-05-00-9020-010-122
Account: 13-4067-100
Section Map: CA081
Situs: 205 E HATTON ST
Subdivision:
 EAST KING TRACT
Owner: JEFFERSON DOROTHY
Mailing Address:
 C/O CLARA FLEMING
 3002 N ROOSEVELT ST
 PENSACOLA, FL 32503
Last Sale: 1/1976, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.0900
Building Count: 1
Total Heated Area: 696
Zoned: R-NC

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr:

Ex: 012N334444555666



**DEED
ESCHEATED**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 07498 was issued on June 1, 2005, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of December, 2008, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

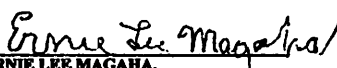
1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81

SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 0005009020010122
TAX ACCOUNT NUMBER 134067100

** Property previously assessed to: DOROTHY JEFFERSON

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 8th day of December, 2011.

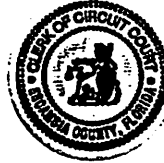

ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:


Nick Kelly

Maryline Avila

(OFFICIAL SEAL)



State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 8th day of December, 2011.

Ernie Lee Magaha, Clerk of the Circuit Court


Maryline Avila, Deputy Clerk



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

6. Taking the following action concerning the surplus and sale of real property located in the 2300 Block of North Spring Street that has escheated to the County:

- A. Declaring surplus the Board's real property, Account Number 13-2203-600, Reference Number 00-0S-00-9010-041-134;
- B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,880, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- C. Authorizing the Chairman to sign all documents related to the sale.

7. Taking the following action concerning the surplus and sale of real property located at 205 East Hatton Street that has escheated to the County:

- A. Declaring surplus the Board's real property, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;
- B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,979, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- C. Authorizing the Chairman to sign all documents related to the sale.

8. Taking the following action concerning the surplus and sale of landlocked, County-owned real property, with no address, that was obtained through Chancery Order:

- A. Declaring surplus the Board's real property, Account Number 15-1958-000, Reference Number 00-0S-00-9070-142-003;
- B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$95, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
- C. Authorizing the Chairman to sign all documents related to the sale.

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Three Thousand Nine Hundred Seventy Nine Dollars (\$3,979), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: [Signature]
Title: Asst. County Attorney
Date: Feb 22, 2012

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

E 1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 000S009020010122
TAX ACCOUNT NUMBER 134067100

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____ 2012, Seller approved the sale of the Property to Buyer for the amount of Three Thousand Nine Hundred Seventy Nine Dollars (\$3,979); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Three Thousand Nine Hundred Seventy Nine Dollars (\$3,979) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by

Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest

in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.
16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.
22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Katheryn Y. Fulchino, Contract Manager
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Katheryn Y. Fulchino, Contract Manager

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____,
2012, by Katheryn Y. Fulchino, as Contract Manager for Pensacola Habitat for Humanity, Inc.
She () is personally known to me, or () produced current _____
as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	000S009020010122	Improvements:	\$0
Account:	134067100	Land:	\$3,979
Owners:	JEFFERSON DOROTHY	Total:	\$3,979
Mail:	C/O CLARA FLEMING 3002 N ROOSEVELT ST PENSACOLA, FL 32503	Save Our Homes:	\$0
Situs:	205 E HATTON ST 32503	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	PENSACOLA CITY LIMITS		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records (New Window)	
01/1976	971 273 \$2,000 SC	View Instr	
01/1976	971 270 \$100 WD	View Instr	
01/1974	860 106 \$1,750 SC	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		None	
		Legal Description	
		E1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81	
		Extra Features	
		None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: CA081</p> <p>Approx. Acreage: 0.0900</p> <p>Zoned: R-NC</p>	
-----------------------------------------------------------------------------------------------------------------	--

Buildings	
Building 1 - Address: 205 E HATTON ST, Year Built: 1940, Effective Year: 1950	
Structural Elements FOUNDATION -WOOD/NO SUB FLR EXTERIOR WALL -ASBESTOS SIDING NO. PLUMBING FIXTURES -3.00 DWELLING UNITS -1.00 ROOF FRAMING -GABLE ROOF COVER -ROLLED ROOFING INTERIOR WALL -WOOD/WALLBOARD FLOOR COVER -PINE/SOFTWOOD NO. STORIES -1.00 DECOR/MILLWORK -NONE HEAT/AIR -UNIT HEATERS STRUCTURAL FRAME -WOOD FRAME	
Areas - 762 Total SF BASE AREA - 696 OPEN PORCH FIN - 36 OPEN PORCH UNF - 30	
Images	



11/3/09



1/11/10



5/26/11

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.



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

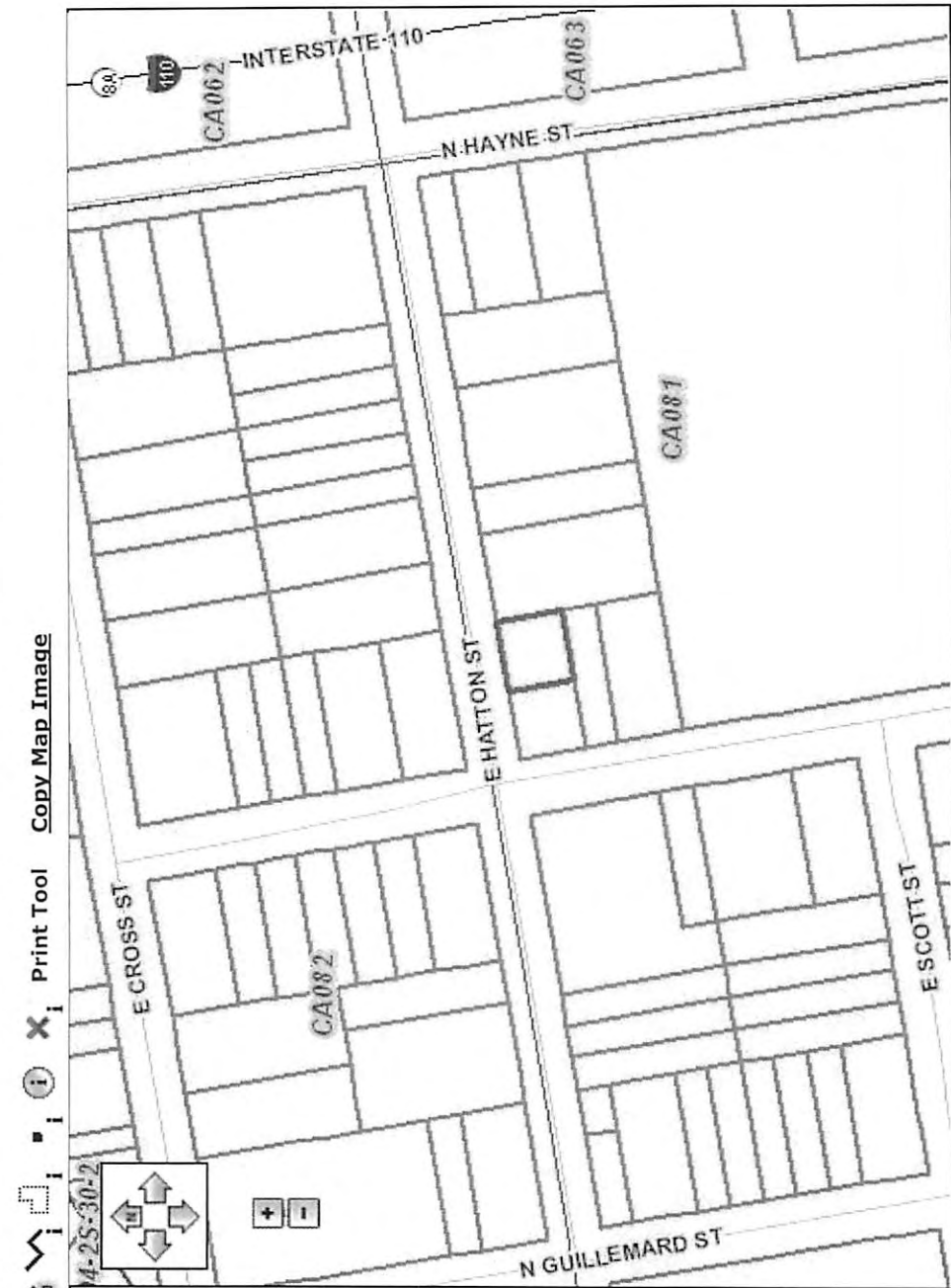
Use numeric selection labels **Record Search**
 Download Selection Data (1 row)

Reference: 00-05-00-9020-010-122
Account: 13-4067-100
Section Map: CA081
Situs: 205 E HATTON ST
Subdivision:
 EAST KING TRACT
Owner: JEFFERSON DOROTHY
Mailing Address:
 C/O CLARA FLEMING
 3002 N ROOSEVELT ST
 PENSACOLA, FL 32503
Last Sale: 1/1976, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.0900
Building Count: 1
Total Heated Area: 696
Zoned: R-NC

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: Lookup Results:

Ex: 012N33444455666



DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 07498 was issued on June 1, 2005, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of December, 2008, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

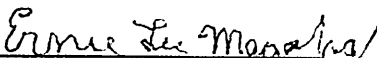
E1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81

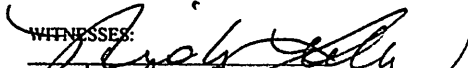
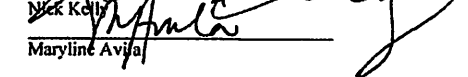
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 000S009020010122
TAX ACCOUNT NUMBER 134067100

** Property previously assessed to: DOROTHY JEFFERSON

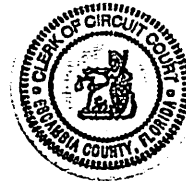
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 8th day of December, 2011.


ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:

Nick Kelly

Maryline Avila

(OFFICIAL SEAL)



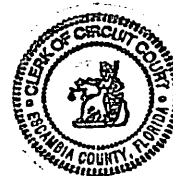
State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 8th day of December, 2011.

Ernie Lee Magaha, Clerk of the Circuit Court

Maryline Avila, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2182
BCC Regular Meeting

County Administrator's Report 12. 4.
Budget & Finance Consent

Meeting Date: 03/15/2012
Issue: Railroad Reimbursement Agreements
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Railroad Reimbursement Agreements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Railroad Reimbursement Agreements between the State of Florida Department of Transportation (FDOT), Alabama Gulf Coast Railway, LLC (AGCR), and Escambia County Board of County Commissioners:

- A. Adopt the Resolutions authorizing execution of the Agreements;
- B. Approve the Railroad Reimbursement Agreements for the installation and future maintenance of the following 20 AGCR automatic grade crossing signals; and

<u>Road Name</u>	<u>Crossing #</u>	<u>FPN #</u>	<u>Annual Maintenance (County's Portion)</u>
9 1/2 Mile Road	663243H	42931115701	\$1,701
Andrews Street	663341Y	42931115701	\$1,701
Archer Road	663233C	42931115701	\$1,701
Bobe Street	663261F	42931115701	\$1,701
County Road 97	663223W	42931125701	\$1,701
County Road 99	663217T	42931115701	\$1,701
Detroit Boulevard	663246D	42931125701	\$1,701
Diamond Dairy Road	663252G	42931115701	\$1,701
Hannah Street	663245W	42931115701	\$1,701
Hope Drive	663248S	42931115701	\$1,701
Jackson Street	663263U	42931125701	\$1,701
Lewis Street	663227Y	42931125701	\$1,701
Market Street	663340S	42931115701	\$1,701
Meadows Road	663200P	42931115701	\$1,701
North "S" Street	663342F	42931115701	\$1,701
North "W" Street	663266P	42930915701	\$1,701
Pinestead Road	663253N	42931115701	\$1,701
Tate Road	663232V	42931115701	\$1,701
Tate School Road	663234J	42931115701	\$1,701
Ten Mile Road	663242B	42931125701	\$1,701

C. Authorize the Chairman to sign/initial the Agreements and Resolutions as required.

[Funding: Fund 175, Transportation Trust Fund, Account 211201/54601]

The State of Florida Department of Transportation (FDOT) is responsible for railway safety at all public crossings throughout the state of Florida. FDOT will fund the improvements to be performed by AGCR as stated in the Agreement. The Agreements further state that Escambia County and AGCR will equally share the annual maintenance costs associated with the grade crossing signals. This is a standard Agreement FDOT uses for all railroad crossing controls on County roads to document the responsibilities for the railroad company, County, and FDOT.

This Agreement supersedes a similar agreement between FDOT, AGCR, and Escambia County. Both Agreements base the annual maintenance cost on a Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices that is reviewed every five years and is adjusted as appropriate by FDOT based on the Consumer Price Index.

BACKGROUND:

The State of Florida Department of Transportation (FDOT) is responsible for railway safety at all public crossings throughout the state of Florida. FDOT will fund the improvements to be performed by AGCR as stated in the Agreement. The Agreements further state that Escambia County and AGCR will equally share the annual maintenance costs associated with the grade crossing signals. This is a standard Agreement FDOT uses for all railroad crossing control on county roads to document the responsibilities for the railroad company, County, and FDOT.

This Agreement supersedes a similar agreement between FDOT, AGCR, and Escambia County. Both agreements base the annual maintenance cost on a schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices that is reviewed every 5 years and is adjusted as appropriate by FDOT based on the Consumer Price Index.

BUDGETARY IMPACT:

Total budgeted amount for maintenance and repair of railroad crossings for FY 11/12 was \$48,894.32. This will bring the total amount due to \$57,470, which is an increase of \$8,575.68 to the annual budget for railroad crossings.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Agreements and Resolutions as to form and legal sufficiency on February 6, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

FDOT is coordinating execution of the Agreement and will coordinate with AGCR on construction of the improvements.

Attachments

Resolutions and Agreements

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON 9 ½ MILE ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on 9 ½ Mile Road in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the "Company"), at FDOT/AAR Crossing No. 663243H; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.
By: _____
Title: _____
Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	9 1/2 Mile Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on 9 1/2 Mile Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 904.50, FDOT/AAR Crossing Number 663243H, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~



FDOT

Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

Escambia BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 2/16/12

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	9 1/2 Mile Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663243H RR MILE POST TIE: 904.50

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON ANDREWS STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Andrews Street in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663341Y; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Andrews Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Andrews Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SPUR, FDOT/AAR Crossing Number 663341Y, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,710.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

MA
FOST
Col

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

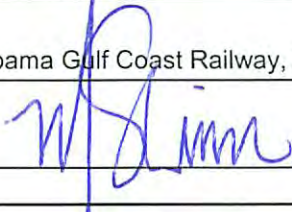
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____



This document approved as to form and legal sufficiency.

By: _____

Title: HCH

Date: 2/6/12

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Andrews Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663341Y RR MILE POST TIE: Spur

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON ARCHER ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Archer Road in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663233C; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: _____

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Archer Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Archer Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 900.83, FDOT/AAR Crossing Number 663233C, at or near Cantonment, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~


FOGT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 2/6/12

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: **ERME LEE MAGAHA**
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Archer Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663233C RR MILE POST TIE: 900.83

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON BOBE STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Bobe Street in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663261F; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Justin Hud

Title: HCH

Date: 2/16/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Bobe Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Bobe Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 911.90, FDOT/AAR Crossing Number 663261F, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,462.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

MAK

FDG

Co

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____
[Handwritten Signature]

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: 2/6/12

BOARD OF COUNTY COMMISSIONERS
Escambia ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: **ERNE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Bobe Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663261F RR MILE POST TIE: 911.90

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931125701) ON COUNTY ROAD 97; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on County Road 97 in Escambia County, Florida designated as FPN 42931125701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the "Company"), at FDOT/AAR Crossing No. 663223W; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Wilson B. Robertson
Title: Chairman
Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	County Road 97	ESCAMBIA	2(48590-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931125701, on County Road 97, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 897.26, FDOT/AAR Crossing Number 663223W, at or near Cantonment, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,710.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

WEL
FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

BOARD OF COUNTY COMMISSIONERS

Escambia ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: [Signature]
Title: FCLT
Date: 2/10/12

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	County road 97	ESCAMBIA	2(48590-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663223W RR MILE POST TIE: 897.26

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON COUNTY ROAD 99; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on County Road 99 in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663217T; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Allyson Hual

Title: CLERK

Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	County Road 99	ESCAMBIA	1(48520-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on County Road 99, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 882.95, FDOT/AAR Crossing Number 663217T, at or near Cantonment, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,710.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

Handwritten signature
FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: [Signature]

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACA

Date: 2/10/12

Escambia BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	County Road 99	ESCAMBIA	1(48520-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663217T RR MILE POST TIE: 882.95

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931125701) ON DETROIT BLVD.; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Detroit Blvd. in Escambia County, Florida designated as FPN 42931125701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663246D; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency,

By: W. Robertson

Title: Chairman

Date: 2/10/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Detroit Blvd.	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931125701, on Detroit Blvd., which crosses at grade the right of way and tracks of the COMPANY'S Milepost 906.07, FDOT/AAR Crossing Number 663246D, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

FDOT
Co,

24. COMPANY shall:

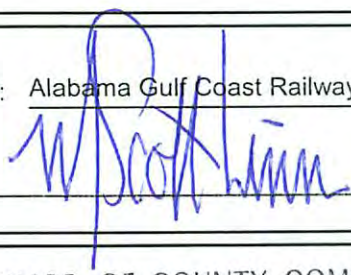
1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

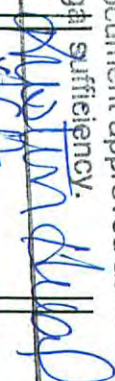
BY: 

BOARD OF COUNTY COMMISSIONERS
Escambia ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: Wilson B. Robertson, Chairman
(TITLE: _____)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: 
Title: _____
Date: 2/6/12

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____	BY: _____	BY: _____
Attorney - DOT	Comptroller - DOT	FHWA
Date	Date	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Detroit Blvd.	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663246D RR MILE POST TIE: 906.07

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON DIAMOND DAIRY ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Diamond Dairy Road in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663252G; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: _____

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Diamond Dairy Rd.	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Diamond Dairy Rd., which crosses at grade the right of way and tracks of the COMPANY'S Milepost 907.67, FDOT/AAR Crossing Number 663252G, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,462.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

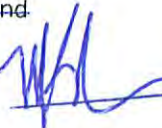
21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~


FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

Escambia BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: [Signature]
Title: [Signature]
Date: 2/10/12

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Diamond Dairy Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663252G RR MILE POST TIE: 907.67

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON HANNAH STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on Hannah Street in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the "Company"), at FDOT/AAR Crossing No. 663245W; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: _____

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Hannah Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Hannah Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 905.70, FDOT/AAR Crossing Number 663245W, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 17,013.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

[Handwritten signature]

FDET

Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

BOARD OF COUNTY COMMISSIONERS
Escambia ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: Ernestine Howard
Title: Assistant Clerk
Date: 2/10/12

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Hannah Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663245W RR MILE POST TIE: 905.70

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON HOPE DRIVE; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Hope Drive in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663248S; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: *Justin [Signature]*
Title: *ACF*
Date: *2/6/12*

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Hope Drive	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Hope Drive, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 906.93, FDOT/AAR Crossing Number 663248S, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,710.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

ML
FDOT
co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: Ernest Lee Magaha
Title: Clerk of the Circuit Court
Date: 8/12/12

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Hope Drive	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663248S RR MILE POST TIE: 906.93

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931125701) ON JACKSON STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on Jackson Street in Escambia County, Florida designated as FPN 42931125701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the "Company"), at FDOT/AAR Crossing No. 663263U; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Kristin Head
Title: Att
Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Jackson Street	ESCAMBIA	1(48006-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931125701, on Jackson Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 913.50, FDOT/AAR Crossing Number 663263U, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 24,412.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~


FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: [Signature]
Title: [Signature]
Date: 8/10/12

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Jackson Street	ESCAMBIA	1(48006-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663263U RR MILE POST TIE: 913.50

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931125701) ON LEWIS STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Lewis Street in Escambia County, Florida designated as FPN 42931125701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663227Y; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: *Ernie Lee Magaha*
Title: *Clerk*
Date: *2/6/12*

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Lewis Street	ESCAMBIA	69(48630-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931125701, on Lewis Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 898.83, FDOT/AAR Crossing Number 663227Y, at or near Cantonment, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.


21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~


FDot
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

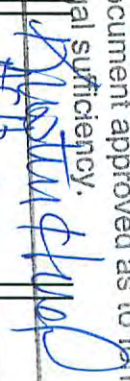
BY: 

BOARD OF COUNTY COMMISSIONERS
Escambia ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.
By: 
Title: _____
Date: 2/10/12

Legal Review
BY: _____
Attorney - DOT Date

Approved as to Funds Available
BY: _____
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Lewis Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663227Y RR MILE POST TIE: 898.83

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON MARKET STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Market Street in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663340S; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.
By: [Signature]
Title: ACM
Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Market Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Market Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SPUR, FDOT/AAR Crossing Number 663340S, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,205.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~


Foot
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

This document approved as to form and legal sufficiency.

By: _____

Title: HCA

Date: 2/16/12

BOARD OF COUNTY COMMISSIONERS

Escambia ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: **ERNE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Andrews Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663341Y RR MILE POST TIE: Spur

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON MEADOWS ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on Meadows Road in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the "Company"), at FDOT/AAR Crossing No. 663200P; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Justin M. Lee

Title: DA

Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Meadows Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Meadows Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 865.75, FDOT/AAR Crossing Number 663200P, at or near Cantonment, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,462.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: [Signature]

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACT

Date: 2/6/12

Escambia BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Meadows Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663200P RR MILE POST TIE: 865.75

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON NORTH “S” STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on North “S” Street in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663342F; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: *[Signature]*
Title: ACT
Date: 2/16/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	North "S" Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on North "S" Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SPUR, FDOT/AAR Crossing Number 663342F, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 15,234.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~


FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

This document approved as to form and legal sufficiency.

Escambia BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA COUNTY, FLORIDA

By: _____

Title: HCF

Date: 2/16/12

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: **ERNE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____

BY: _____

BY: _____

Attorney - DOT

Date

Comptroller - DOT

Date

FHWA

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	North "S" Street	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663342F RR MILE POST TIE: Spur

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42930915701) ON NORTH “W” STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on North “W” Street in Escambia County, Florida designated as FPN 42930915701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663266P; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Justin Noel
Title: HCA
Date: 2/16/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42930915701	North "W" Street	ESCAMBIA	4(48511-SIGC)	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and ALABAMA GULF COAST RAILWAY, LLC, a corporation organized and existing under the laws of ALABAMA, with its principal place of business in the City of MONROEVILLE, County of MONROE, State of ALABAMA, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42930915701, on North "W" Street, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 914.67, FDOT/AAR Crossing Number 663266P, at or near Pensacola, Fl., as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type IV Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 225,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

23. ~~The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

RR
FDOT
County

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: _____)

COMPANY: ALABAMA GULF COAST RAILWAY, LLC

BY: _____

Board of County Commissioners

ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: _____
(TITLE: Chairman)

Deputy Clerk

This document approved as to form and legal sufficiency.
By: [Signature]
Title: [Signature]
Date: 2/10/12

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: DEDDSDDFDEDD
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42930915701	North "W" Street	ESCAMBIA	4(48511-SIGC)	

COMPANY NAME: ALABAMA GULF COAST RAILWAY, LLC

A. FDOT/AAR XING NO.: 663266P RR MILE POST TIE: 914.67

B. TYPE SIGNALS PROPOSED IV CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON PINESTEAD ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Pinestead Road in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663253N; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Pinestead Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe, State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Pinestead Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 907.83, FDOT/AAR Crossing Number 663253N, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

MSL
FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

This document approved as to form and legal sufficiency.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia COUNTY, FLORIDA

By: _____
Title: AGC
Date: 2/6/12

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: **ERNIE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Pinestead Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663253N RR MILE POST TIE: 907.83

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON TATE ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Tate Road in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663232V; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: *Austin Hueb*
Title: *HCA*
Date: *4/6/12*

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Tate Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701, on Tate Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 900.23, FDOT/AAR Crossing Number 663232V, at or near Cantonment, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

[Handwritten signature]
FDOT
L6

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia COUNTY, FLORIDA

This document approved as to form and legal sufficiency.

By: _____

Title: ACT

Date: 2/6/12

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Tate Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663232V RR MILE POST TIE: 900.23

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931115701) ON TATE SCHOOL ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system Tate School Road in Escambia County, Florida designated as FPN 42931115701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663234J; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Austin Hual

Title: HCF

Date: 2/10/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Tate School Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931115701 on Tate School Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 901.60 FDOT/AAR Crossing Number 663234J, at or near Cantonment as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

[Handwritten signature]
FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

BOARD OF COUNTY COMMISSIONER
ESCAMBIA COUNTY, FLORIDA
Escambia COUNTY, FLORIDA

This document approved as to form and legal sufficiency.

By: _____
Title: AGC
Date: 2/10/12

BY: Wilson B. Robertson, Chairman
(TITLE: _____)

ATTEST: **ERNE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931115701	Tate School Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663234J RR MILE POST TIE: 901.60

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RESOLUTION NUMBER R2012 – ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42931125701) ON TEN MILE ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the “Department”) is constructing, reconstructing or otherwise modifying a portion of the public road system on Ten Mile Road in Escambia County, Florida designated as FPN 42931125701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of Alabama Gulf Coast Railway, LLC, (hereinafter referred to as the “Company”), at FDOT/AAR Crossing No. 663242B; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Austin Hood
Title: ACA
Date: 2/6/12

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Ten Mile Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Alabama Gulf Coast Railway, LLC, a corporation organized and existing under the laws of Alabama, with its principal place of business in the City of Monroeville, County of Monroe State of Alabama, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42931125701, on Ten Mile Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 903.93, FDOT/AAR Crossing Number 663242B, at or near Pensacola, as shown on DEPARTMENT'S Plan Sheet No. _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 16,213.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

18. Records of costs incurred under 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 includes the Contractor'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.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

~~23. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

MSL
FDOT
Co.

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. include an express requirement in any subcontract that subcontractors performing work or providing services pursuant to the state contract 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Production)

COMPANY: Alabama Gulf Coast Railway, LLC

BY: _____

BOARD OF COUNTY COMMISSIONERS
Escambia ESCAMBIA, COUNTY, FLORIDA COUNTY, FLORIDA

BY: _____
(TITLE: Wilson B. Robertson, Chairman)

ATTEST **ERNIE LEE MAGAHA**
CLERK OF THE CIRCUIT COURT
By _____
DEPUTY CLERK

This document approved as to form
and legal sufficiency
By Ernie Lee Magaha
Title Clerk of the Circuit Court
Date 2/16/12

Legal Review

BY: _____
Attorney - DOT Date

Approved as to Funds Available

BY: _____
Comptroller - DOT Date

Approved as to FAPG Requirements

BY: _____
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/11

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42931125701	Ten Mile Road	ESCAMBIA	1(48000-SIGC)	00S3 046J

COMPANY NAME: Alabama Gulf Coast Railway, LLC

A. FDOT/AAR XING NO.: 663242B RR MILE POST TIE: 903.93

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2202

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: SR 10 (US 90 Nine Mile Road) Roadway Improvement Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning SR (State Road) 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (US 29):

- A. Approve the Local Agency Program Agreement (LAP) between the State of Florida Department of Transportation and Escambia County, Financial Project Number 218605-2-38-02, in the amount of \$499,915, for the SR 10 (U.S. 90/Nine Mile Road) Roadway Improvement Project;
- B. Adopt the Resolution authorizing the Chairman to sign the LAP between the State of Florida Department of Transportation and Escambia County;
- C. Authorize the Chairman to sign the Agreement and the Resolution and any subsequent documents relating to the LAP; and
- D. Approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Infrastructure Branch/Engineering Division
Type:	Addition
Amount:	\$1,514,037.15
Vendor:	Dyer, Riddle, Mills & Precourt, Inc. (DRMP)
Project Name:	SR 10 (U.S. 90/Nine Mile Road) from SR 297 (Pine Forest Road) to SR 95 (U.S. 29)
Contract:	PD 08-09.100, "Project Development and Environmental (PD&E) Update and Re-evaluation for SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29)"
PO No.:	100744

CO No.:	2
Original Award Amount:	\$ 650,000.00
Cumulative Amount of Change Orders through this CO:	\$1,514,037.15
New Contract Total:	\$2,164,037.15

The Local Agency Program Agreement (LAP) developed by the Florida Department of Transportation (FDOT) specifies that a Resolution be adopted authorizing the Chairman to sign the Agreement. FDOT and Escambia County have identified the need for roadway improvements on SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29). Escambia County agrees to provide a portion of the design cost and FDOT agrees to provide a portion of the design cost under the LAP and a TRIP Agreement, previously approved by the Board on March 19, 2009. The design cost for this project is \$1,514,037.15; the County's portion is \$364,122.15, and FDOT's portion is \$1,149,915 (\$650,000 for the TRIP funding and \$499,915 for the LAP funding). The County will be required to provide design plans to FDOT for review and coordination. The LAP Agreement between the County and FDOT requires that the design be completed by June 30, 2014.

Meeting in regular session on November 5, 2009, the Board approved awarding a Contract to Dyer, Riddle, Mills & Precourt, Inc. (DRMP), on Contract PD 08-09.100, "SR 10 (U.S. 90/Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29)". The PD&E Phase of this project required re-evaluation and engineering services necessary to determine if there was a need to modify the project and to evaluate changes in impact, including consideration of all social, economic, environmental effects, and mitigation required by the Federal Highway Administration (FHWA). At the conclusion of the PD&E Phase, the Contract stated that the Consultant shall prepare the scope of services for the Design Phase. This Change Order, Design Phase, will provide final design plans, including all necessary surveys, investigations, and coordination for the project design. The fees for the Design Phase were negotiated in accordance with the terms detailed in this Contract, Section 5, Method of Compensation, at compensation determined to be fair, competitive and reasonable, considering the scope and complexity of the project and consistent with TRIP and LAP funds. A complete Design Scope of Services, dated February 1, 2012, is attached.

Change Order 1 was for time only.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0165, \$364,122.15; Fund 352 "LOST III", Cost Center to be determined, \$499,915; and Fund 110 "Other Grants and Projects", Cost Center 210513, Object Code 56301, \$650,000]

BACKGROUND:

The Local Agency Program Agreement (LAP) developed by the Florida Department of Transportation (FDOT) specifies that a Resolution be adopted authorizing the Chairman to sign the Agreement. FDOT and Escambia County have identified the need for roadway improvements on SR 10 (US 90 Nine Mile Road) from SR297 (Pine Forest Road) to SR 95 (US 29). Escambia County agrees to provide a portion of the design cost and FDOT agrees to provide a portion of the design cost with the LAP along with a TRIP agreement previously approved by the Board on March 19, 2009. The design cost for this project is \$1,514,037.15, the County's portion \$364,122.15 and FDOT's portion \$1,149,915, \$650K for the TRIP funding and

\$499,915 for the LAP funding. The County will be required to provide design plans to FDOT for review and coordination. The LAP Agreement between the County and FDOT requires that the design be completed by June 30, 2014.

The Local Agency Program Agreement (LAP) developed by the Florida Department of Transportation (FDOT) specifies that a Resolution be adopted authorizing the Chairman to sign the Agreement. FDOT and Escambia County have identified the need for roadway improvements on SR 10 (US 90 Nine Mile Road) from SR 297 (Pine Forest Road) to SR 95 (US 29). Escambia County agrees to provide a portion of the design cost and FDOT agrees to provide a portion of the design cost under the LAP and a TRIP agreement previously approved by the Board on March 19, 2009. The design cost for this project is \$1,514,037.15; the County's portion is \$364,122.15, and FDOT's portion is \$1,149,915 - \$650,000 for the TRIP funding and \$499,915 for the LAP funding. The County will be required to provide design plans to FDOT for review and coordination. The LAP Agreement between the County and FDOT requires that the design be completed by June 30, 2014.

Meeting in regular session on November 5, 2009, the Board approved awarding a Contract to Dyer, Riddle, Mills & Precourt, Inc. (DRMP), on Contract PD 08-09.100, "SR 10 (US 90 Nine Mile Road) from SR297 (Pine Forest Road) to SR 95 (US 29)". The PD&E Phase of this project required re-evaluation and engineering services, necessary to determine if there was a need to modify the project and to evaluate changes in impact, including consideration of all social, economic, environmental effects and mitigation required by the Federal Highway Administration (FHWA). At the conclusion of the PD&E Phase, the Contract stated that the Consultant shall prepare the scope of services for the Design Phase. This Change Order, Design Phase, will provide final design plans, including all necessary surveys, investigations and coordination for the project design. The fees for the Design Phase were negotiated in accordance with the terms detailed in this Contract, Section 5, Method of Compensation, at compensation determined to be fair, competitive and reasonable, considering the scope and complexity of the project and consistent with TRIP and LAP funds. A complete Design Scope of Services, dated February 1, 2012, is attached.

Change Order 1 was for time only.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0165 \$364,122.15, Fund 352 "LOST III", cost center to be determined, \$499,915, and Fund 110 "Other Grants and Projects", Cost Center 210513, Object Code 56301 \$650,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved LAP Agreement and Resolution as to form and legal sufficiency on February 17, 2012.

PERSONNEL:

County staff will provide project management and contract administration for the design of this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing, and the Chairman will need to sign five original copies of the LAP Agreement and one original copy of the Resolution. The Clerk's office will then need to certify three copies of the Resolution for the FDOT and retain the original for the official records. Engineering Division Staff will forward the five signed original copies of the Agreement and three certified copies of the Resolution to FDOT for final signatures and for their files. Engineering Division Staff will be responsible for sending a fully executed original of the Agreement to the Clerk's office for filing.

Attachments

Resolution for Nine Mile Road LAP

LAP for Nine Mile Road

SCOPE Rev

Staff Hours

DRMP Original PO and Contract

BCC Action TRIP Funds

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Public Works/Engineering

Date: February 15, 2012

Date due for placement on agenda: March 15, 2012

Requested by Robin Lambert, Public Works

Phone Number: 850-595-3412

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kristina Hual

Date Received: 2/16/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*note E-Verify requirement in #13.16

COUNTY ATTORNEYS
OFFICE
RECEIVED
2012 FEB 16 AM 9 24

A12-00077

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF ROADWAY IMPROVEMENTS ON S.R. 10 (9 MILE ROAD)(FPN #218605-2-38-02); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation has agreed to participate in Local Agency Program (LAP) Agreement (FPN #218605-2-38.02, Federal No. ST10-384-R), allowing Escambia County to administer the design of roadway improvements on S.R. 10 (9 Mile Road) from S.R. 297 (Pine Forest) to S.R. 95 (U.S. 29) in Escambia County, Florida (hereinafter referred to as "the Project"); and

WHEREAS, the Department has agreed to reimburse the County for eligible costs related to the design of this Project in an amount not to exceed \$499,915.00; and

WHEREAS, said improvements will increase safety and reduce congestion for the monitoring public traversing this road; and

WHEREAS, the proposed improvements to this road will provide mutual benefits to the Department and the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed design of roadway improvements on S.R. 10 (9 Mile Road) from S.R. 297 (Pine Forest) to S.R. 95 (U.S. 29) in Escambia County, Florida.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and reviewing this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: 

Title: HCF

Date: 2/17/12

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT - 08/11
Page 1

FPN: <u>218605-2-38-02</u>	Fund: <u>ST10</u>	FLAIR Approp: _____
Federal No: <u>ST10-384-R</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>(48) Escambia</u>	Contract No: _____	Vendor No: <u>VF596000598137</u>

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the Escambia County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of roadway improvements on S.R. 10(9-Mile Road) and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, C & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, 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, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, 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 charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2014. If the Agency 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 Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 499,915. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: 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:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: 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 Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: 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:

"(a) 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."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: 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 the 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 Agency 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 Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency 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 mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: 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 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency 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.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency 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.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Keith Shores, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Keith Shores, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Keith Shores, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Keith Shores, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Keith Shores, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency 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.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

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 Agency 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.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, 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 Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency 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 unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 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 Agency 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 Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency 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, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency 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 Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: 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.

12.05 Discrimination: 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency 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 Agency 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 Agency, the Agency, 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 Agency or the locality relating to such contract, subcontract or arrangement.

The Agency 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 Agency 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 Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: 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.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the 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 Agency will be responsible for securing any applicable

permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: 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.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency 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 Agency 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 Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency 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 Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, 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 Agency 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 Agency 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.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. 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 after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

S25-010-40
PRODUCTION SUPPORT _ 08/11
Page 13

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY: Escambia County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Wilson B. Robertson
Title: Chairman

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Ernie Lee Magaha
Clerk of the Circuit Court

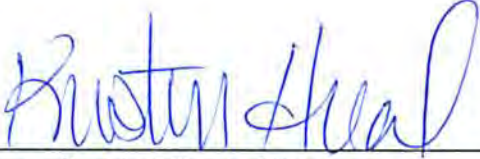
Attest: _____
Title: Deputy Clerk

Attest: _____
Title:

(SEAL)

As to form and legal sufficiency:

Legal Review:



Attorney/Assistant County Attorney

Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 218605-2-38-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project X is ___ is not on the State Highway System.

PROJECT DESCRIPTION:

This project consists of the design of roadway improvements on S.R. 10(9-Mile Road) from S.R. 297(Pine Forest) to S.R. 95(U.S. 29) in Escambia County.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

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

- a) Design to be completed by June 30, 2014.

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

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will reimburse the Agency for the eligible costs directly related to the Design of this project not to exceed **\$499,915**.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PRODUCTION SUPPORT
 08/08
 Page 15

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS: Escambia County B.O.C.C. 221 Palafox Place Pensacola, FL 32502	FPID: 218605-2-38-02
-------------------------------------------------------------------------------------------------------------------	-----------------------------

PROJECT DESCRIPTION

Name: S.R. 10(9-Mile Road) Roadway Improvement Project Length: 2.161 Miles
 Termini: From S.R. 297(Pine Forest) to S.R. 95(U.S. 29)

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2005-2006	_____	_____	_____
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
Total Planning Cost	_____	_____	_____
Project Development & Environment (PD&E) 2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
2009-2010	_____	_____	_____
Total PD&E Cost	_____	_____	_____
Design 2010-2011	_____	_____	_____
2011-2012	_____	_____	_____
2012-2013	_____	_____	_____
Total Design Cost	\$499,915	_____	_____
Right-of-Way 2011-2012	_____	_____	_____
2012-2013	_____	_____	_____
2013-2014	_____	_____	_____
Total Right-of-Way Cost	_____	_____	_____
Construction and Construction Engineering and Inspection(CEI) 2011-2012	_____	_____	_____
2012-2013	_____	_____	_____
2013-2014	_____	_____	_____
Total Construction and CEI Costs	_____	_____	_____
TOTAL COST OF THE PROJECT	\$499,915	_____	_____

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

FPN: 218605-2-38-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 218605-2-38-02.....\$499,915

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

EXHIBIT A



SCOPE OF WORK

FOR

ESCAMBIA COUNTY
SOLICITATION IDENTIFICATION NUMBER
PD 08-09.100

DISTRICT 3
FINANCIAL PROJECT ID. 218605-2-38-02

NINE MILE ROAD DESIGN PROJECT
FROM APPROX. 2000' WEST OF PINE FOREST (SR 297)
TO WEST OF US 29 (SR 95)
MULTI-LANE RECONSTRUCTION

ESCAMBIA COUNTY

Note: Tasks numbers intentionally reflect deleted numbers

1 PURPOSE21

2 PROJECT DESCRIPTION22

2.1 Roadway (Activities 3.0, 4.0, and 5.0)..... 24

2.2 Drainage (Activity 6.0) 26

2.3 Utilities Coordination (Activity 7.0) 27

2.4 Environmental Permits (Activity 8.0) 28

2.5 Structures (Activities 9.0 – 18.0)..... 28

2.6 Signing and Pavement Markings (Activities 19.0 & 20.0)..... 28

2.7 Signals (Activities 21.0 & 22.0)..... 29

2.8 Lighting (Activity 23.0 & 24.0)..... 29

2.9 Landscape Architecture (Activity 25.0 & 26.0)..... 29

2.10 Survey (Activity 27.0)..... 30

2.11 Photogrammetry (Activity 28.0) (Not applicable to this project)..... 30

2.12 Mapping (Activity 29.0) 30

2.13 Geotechnical (Activity 30.0)..... 31

2.14 Architecture (Activity 31.0) (Not applicable to this project.) 31

2.15 Noise Barriers (Activity 32.0) (Not applicable to this project.) 31

2.16 Intelligent Transportation Systems (Activities 33.0 and 34.0) (Not applicable to this project)
31

2.17 Project Schedule..... 31

2.18 Submittals 32

2.19 Provisions for Work..... 38

2.20 Services to be performed by the DEPARTMENT..... 42

2.21 Services to be performed by the COUNTY 43

3 PROJECT COMMON AND PROJECT GENERAL TASKS43

3.1 Public Involvement..... 46

3.1.1 Community Awareness Plan..... 46

3.1.2 Notifications 46

3.1.3 Preparing Mailing Lists 46

3.1.4 Median Modification Letters (Not applicable to this project)..... 49

3.1.5 Driveway Modification Letters..... 49

3.1.6 Newsletters 49

3.1.7 Renderings and Fly-Throughs 49

3.1.8 PowerPoint Presentations (Not applicable to this project)..... 50

3.1.9 Public Meeting Preparations 50

3.1.10 Public Meeting Attendance and Follow-up 51

3.1.11 MPO Meetings/Board of County Commission Meeting(s), Committee of a Whole (Not applicable to this project)..... 52

3.1.12 Web Site..... 52

3.2 Joint Project Agreements 52

3.3 Bid and Specifications Package Preparation 53

3.4 Contract Maintenance..... 54

3.5 Value Engineering (Multi-Discipline Team) Review (Not applicable to this project) 55

3.6 Prime Consultant Project Manager Meetings..... 55

3.7 Plans Update Services (Not applicable to this project) 55

3.8 Post Design Services (Not applicable to this project)..... 55

3.9 Electronic Delivery 57

3.10 Other Project General Tasks (Not applicable to this project)..... 57

4 ROADWAY ANALYSIS.....57

4.1 Typical Section Package..... 57

4.2 Pavement Design Package 58

4.3 Access Management 58

4.4 Horizontal/Vertical Master Design Files..... 59

4.5 Cross Section Design Files..... 59

4.6 Traffic Control Analysis..... 59

4.7 Master TCP Design Files..... 60

4.8 Design Variations and Exceptions..... 60

4.9 Design Report 61

4.10 Computation Book and Quantities 61

4.11 Cost Estimate 61

4.12 Technical Special Provisions..... 61

4.13 Other Roadway Analysis 61

4.14 Field Reviews 61

4.15 Technical Meetings 61

4.16 Quality Assurance/Quality Control..... 61

4.17 Independent Peer Review (Not anticipated to this project)..... 61

4.18 Supervision..... 61

4.19 Coordination 61

5 ROADWAY PLANS..... 61

5.1 Key Sheet 62

5.2 Summary of Pay Items Including Quantity Input 62

5.3 Drainage Map..... 62

5.4 Interchange Drainage Map (Not applicable to this project) 62

5.5 Typical Section Sheets 62

5.6 General Notes/Pay Item Notes..... 62

5.7 Summary of Quantities 62

5.8 Box Culvert Data Sheet..... 62

5.9 Bridge Hydraulics Recommendation Sheets (Not applicable to this project)..... 62

5.10 Summary of Drainage Structures..... 62

5.11 Optional Pipe/Culvert Material..... 62

5.12 Project Layout..... 62

5.13 Plan/Profile Sheet..... 62

5.14 Profile Sheet (Not applicable to this project)..... 62

5.15 Plan Sheet (Not applicable to this project) 62

5.16 Special Profile (Not applicable to this project) 63

5.17 Back of Sidewalk Profile Sheet 63

5.18 Interchange Layout Sheet (Not applicable to this project)..... 63

5.19 Ramp Terminal Details (Plan View) (Not applicable to this project) 63

5.20 Intersection Layout Details..... 63

5.21 Miscellaneous Detail Sheets (Not applicable to this project)..... 63

5.22 Drainage Structure Sheet (Per Structure)..... 63

5.23 Miscellaneous Drainage Detail Sheets 63

5.24 Lateral Ditch Plan/Profile (Not applicable to this project) 63

5.25 Lateral Ditch Cross Sections (Not applicable to this project) 63

5.26 Retention/Detention Ponds Detail Sheet..... 63

5.27 Retention Pond Cross Sections 63

5.28 Cross-Section Pattern Sheet..... 63

5.29 Roadway Soil Survey Sheet..... 63

5.30 Cross Sections 63

5.31 Traffic Control Plan Sheets 63

5.32 Traffic Control Cross Section Sheets..... 63

5.33 Traffic Control Detail Sheets..... 63

5.34 Utility Adjustment Sheets 63

5.35 Selective Clearing and Grubbing (Not applicable to this project) 63

5.36 Erosion Control Plan 63

5.37 SWPPP 63

5.38 Project Control Network Sheet..... 63

5.39 Environmental Detail Sheets (Not applicable to this project) 64

5.40 Utility Verification Sheet (SUE Data)..... 64

5.41 Quality Assurance/Quality Control..... 64

5.42 Supervision..... 64

6 DRAINAGE ANALYSIS..... 64

6.1 Determine Base Clearance Water Elevation..... 65

6.2 Pond Siting Analysis and Report..... 65

6.3 Design of Cross Drains 65

6.4 Design of Roadway Ditches 66

6.5 Design of Outfalls 66

6.6 Design of Stormwater Management Facility (Offsite Pond)..... 66

6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)
(Not applicable to this project)..... 66

6.8 Design of Flood Plain Compensation Area (Not applicable to this project) 66

6.9 Design of Storm Drains 66

6.10 Optional Culvert Material 66

6.11 French Drain Design (Not applicable to this project)..... 66

6.12 Drainage Wells (Not applicable to this project) 66

6.13 Drainage Design Documentation Report..... 66

6.14 Bridge Hydraulic Report (Not applicable to this project)..... 66

6.15 Temporary Drainage Analysis..... 66

6.16 Cost Estimate 66

6.17 Technical Special Provisions..... 66

6.18 Other Drainage Analysis..... 66

6.19 Field Reviews 67

6.20 Technical Meetings 67

6.21 Quality Assurance/Quality Control..... 67

6.22 Independent Peer Review (Not applicable to this project)..... 67

6.23 Supervision..... 67

6.24 Coordination 67

7 UTILITIES.....67

7.1 Kickoff Meeting..... 67

7.2 Identify Existing UAO(s)..... 67

7.3 Make Utility Contacts..... 67

7.4 Exception Coordination (Not applicable to this project) 67

7.5 Preliminary Utility Meeting 68

7.6 Individual/Field Meetings..... 68

7.7 Collect and Review Plans and Data from UAO(s) 68

7.8 Subordination of Easements Coordination (Not applicable to this project)..... 68

7.9 Utility Design Meeting..... 68

7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements
68

7.11 Utility Coordination/Follow-up 69

7.12 Utility Constructability Review 69

7.13 Additional Utility Services (Not applicable to this project)..... 69

7.14 Processing Utility Work by Highway Contractor (UWHC) (Not applicable to this project) ... 69

7.15 Contract Plans to UAO(s)..... 69

7.16 Certification/Close-Out..... 69

7.17 Other Utilities..... 70

8 ENVIRONMENTAL PERMITS.....70

8.1 Preliminary Project Research 70

8.2 Complete Permit Involvement Form (Not applicable to this project) 70

8.3 Establish Wetland Jurisdictional Lines..... 70

8.4 Agency Verification of Wetland Data 71

8.5 Complete and Submit All Required Permit Applications..... 71

8.6 Prepare Dredge and Fill Sketches per Agency Criteria (Not applicable to this project) 72

8.7 Prepare USCG Permit Sketches (Not applicable to this project) 72

8.8 Prepare Water Management District Right-of-Way Occupancy Sketches (Not applicable to this project)..... 72

8.9 Prepare Coastal Construction Control Line (CCCL) Permit Application (Not applicable to this project)..... 72

8.10 Prepare Tree Permit Information (Not applicable to this project) 72

8.11 Mitigation Coordination and Meetings 72

8.12 Mitigation Design (To Be Provided by Others)..... 72

8.13 Environmental Clearances, Reevaluations and Technical Support..... 72

8.14 Environmental Clearances and Reevaluations (*Refer to Section 8.13*) (Not applicable to this project) 72

8.15 Other Environmental Permits (Not applicable to this project)..... 72

8.16 Technical Meetings 72

8.17 Quality Assurance/Quality Control..... 72

8.18 Supervision..... 72

8.19 Coordination 72

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS 72

9.1 Index of Drawings (Not applicable to this project) 73

9.2 Project Layout (Not applicable to this project)..... 73

9.3 General Notes and Bid Item Notes (Not applicable to this project)..... 73

9.4 Miscellaneous Common Details (Not applicable to this project) 73

9.5 Incorporate Report of Core Borings (Not applicable to this project)..... 73

9.6 Existing Bridge Plans (Not applicable to this project) 73

9.7 Assembly of Computation Book and Quantities (Not applicable to this project)..... 73

9.8 Cost Estimate (Not applicable to this project) 73

9.9 Technical Special Provisions (Not applicable to this project)..... 73

9.10 Field Reviews 73

9.11 Technical Meetings 73

9.12 Quality Assurance/Quality Control..... 73

9.13 **Independent Peer Review** (Not applicable to this project) 73

9.14 **Supervision**..... 73

9.15 **Coordination** 73

18 STRUCTURES – MISCELLANEOUS.....**73**

Concrete Box Culverts 74

18.1 **Concrete Box Culverts** (Not applicable to this project)..... 74

18.2 **Concrete Box Culverts Extensions**..... 74

Strain Poles..... 74

18.3 **Steel Strain Poles** (Not applicable to this project) 74

18.4 **Concrete Strain Poles** (Not applicable to this project) 74

Mast Arms..... 74

18.5 **Mast Arms**..... 74

Overhead/Cantilever Sign Structure (Not applicable to this project) 74

18.6 **Cantilever Sign Structures** (Not applicable to this project) 74

18.7 **Overhead Span Sign Structures** (Not applicable to this project) 74

High Mast Lighting (Not applicable to this project)..... 74

 18.11 **High Mast Lighting Structures** (Not applicable to this project) 74

Sound Barrier Walls (Ground Mount) (Not applicable to this project) 74

18.12 **Horizontal Wall Geometry** (Not applicable to this project) 74

18.13 **Vertical Wall Geometry** (Not applicable to this project) 74

18.14 **Summary of Quantities – Aesthetic Requirements** (Not applicable to this project) 74

18.15 **Control Drawings** (Not applicable to this project) 74

18.16 **Design for Wall Height Covered by Standards** (Not applicable to this project) 74

18.17 **Design for Wall Height not Covered by Standards** (Not applicable to this project)..... 75

18.18 **Aesthetic Details** (Not applicable to this project) 75

Special Structure (Not applicable to this project)..... 75

18.19 **Fender System** (Not applicable to this project) 75

18.20 **Fender System Access** (Not applicable to this project)..... 75

18.21 **Special Structures** (Not applicable to this project)..... 75

18.22 **Other Structures** 75

19 SIGNING AND PAVEMENT MARKING ANALYSIS**75**

19.1 Traffic Data Analysis 75

19.2 No Passing Zone Study (Not applicable to this project) 75

19.3 Reference and Master Design File 75

19.4 Multi-Post Sign Support Calculations 75

19.5 Sign Panel Design Analysis 75

19.6 Sign Lighting/Electrical Calculations (Not applicable to this project)..... 75

19.7 Quantities 75

19.8 Computation Book 75

19.9 Cost Estimates..... 75

19.10 Technical Special Provisions (Not applicable to this project) 75

19.11 Other Signing and Pavement Marking Analysis (Not applicable to this project)..... 76

19.12 Field Reviews 76

19.13 Technical Meetings 76

19.14 Quality Assurance/Quality Control 76

19.15 Independent Peer Review (Not applicable to this project) 76

19.16 Supervision..... 76

19.17 Coordination 76

20 SIGNING AND PAVEMENT MARKING PLANS 76

20.1 Key Sheet..... 76

20.2 Summary of Pay Items Including CES Input (Not applicable to this project) 76

20.3 Tabulation of Quantities 76

20.4 General Notes/Pay Item Notes 76

20.5 Project Layout (Not applicable to this project) 76

20.6 Plan Sheet..... 76

20.7 Typical Details..... 76

20.8 Guide Sign Work Sheet(s)..... 76

20.9 Traffic Monitoring Site (Not applicable to this project)..... 76

20.10 Cross Sections (Not applicable to this project) 76

20.11 Special Service Point Details..... 76

20.12 Special Details 76

20.13 Interim Standards..... 76

20.14 Quality Assurance/Quality Control 76

20.15 Supervision..... 76

21 SIGNALIZATION ANALYSIS 76

21.1 Traffic Data Collection 76

21.2 Traffic Data Analysis (Not applicable to this project)..... 77

21.3 Signal Warrant Study 77

21.4 Systems Timings..... 77

21.5 Reference and Master Signalization Design File 77

21.6 Reference and Master Interconnect Communication Design File 77

21.7 Overhead Street Name Sign Design..... 77

21.8 Pole Elevation Analysis..... 77

21.9 Traffic Signal Operation Report..... 77

21.10 Quantities 77

21.11 Cost Estimate 77

21.12 Technical Special Provisions (Not applicable to this project) 77

21.13 Other Signalization Analysis (Not applicable to this project) 77

21.14 Field Reviews 77

21.15 Technical Meetings 77

21.16 Quality Assurance/Quality Control 77

21.17 Independent Peer Review (Not applicable to this project) 77

21.18 Supervision..... 77

21.19 Coordination 77

22 SIGNALIZATION PLANS 77

22.1 Key Sheet..... 78

22.2 Summary of Pay Items Including CES Input..... 78

22.3 Tabulation of Quantities..... 78

22.4 General Notes/Pay Item Notes 78

22.5 Plan Sheet..... 78

22.6 Interconnect Plans 78

22.7 Traffic Monitoring Site (Not applicable to this project)..... 78

22.8 Guide Sign Worksheet 78

22.9 Special Details (Not applicable to this project)..... 78

22.10 Special Service Point Details (Not applicable to this project) 78

22.11 Mast Arm/Monotube Tabulation Sheet..... 78

22.12 Strain Pole Schedule 78

22.13 TCP Signal (Temporary) 78

22.14 Temporary Detection Sheet (Not applicable to this project)..... 78

22.15 Utility Conflict Sheet..... 78

22.16 Interim Standards..... 78

22.17 Quality Assurance/Quality Control 78

22.18 Supervision..... 78

23 LIGHTING ANALYSIS 78

23.1 Lighting Justification Report..... 79

23.2 Lighting Design Analysis Report 79

23.3 Aeronautical Evaluation (Not applicable to this project)..... 79

23.4 Voltage Drop Calculations..... 79

23.5 FDEP Coordination and Report (Not applicable to this project)..... 79

23.6 Reference and Master Design Files..... 79

23.7 Temporary Lighting (Not applicable to this project) 79

23.8 Design Documentation 79

23.9 Quantities..... 80

23.10 Cost Estimate 80

23.11 Technical Special Provisions (Not applicable to this project) 80

23.12 Other Lighting Analysis (Not applicable to this project) 80

23.13 Field Reviews 80

23.14 Technical Meetings 80

23.15 Quality Assurance/Quality Control..... 80

23.16 Independent Peer Review (Not applicable to this project)..... 80

23.17 Supervision..... 80

23.18 Coordination 80

24 LIGHTING PLANS.....80

24.1 Key Sheet..... 81

24.2 Summary of Pay Item Sheet Including CES Input (Not applicable to this project) 81

24.3 Tabulation of Quantities..... 81

24.4 General Notes/Pay Item Notes 81

24.5 Pole Data and Legend & Criteria 81

24.6 Service Point Details 81

24.7 Project Layout..... 81

24.8 Plan Sheet..... 81

24.9 Special Details (Not applicable to this project)..... 81

24.10 Temporary Lighting Data and Details (Not applicable to this project) 81

24.11 Traffic Control Plan Sheets (Not applicable to this project)..... 81

24.12 Interim Standards..... 81

24.13 Quality Assurance/Quality Control..... 81

24.14 Supervision..... 81

25 LANDSCAPE ARCHITECTURE ANALYSIS.....81

25.1 Data Collection..... 81

25.2 Site Inventory and Analysis (Not applicable to this project)..... 81

25.3 Planting Design 81

25.4 Irrigation Design (Not applicable to this project)..... 81

25.5 Hardscape Design 81

25.6 Computation Book and Quantities 82

25.7 Cost Estimates..... 82

25.8 Technical Special Provisions (Not applicable to this project) 82

25.9 Other Landscape Architecture (Not applicable to this project)..... 82

25.10 Outdoor Advertising (Not applicable to this project)..... 82

25.11 Field Reviews 82

25.12 Technical Meetings 82

25.13 Quality Assurance/Quality Control 82

25.14 Independent Peer Review (Not applicable to this project) 82

25.15 Supervision..... 82

25.16 Coordination 82

26 LANDSCAPE ARCHITECTURE PLANS..... 82

26.1 Key Sheet..... 82

26.2 Tabulation of Quantities 82

26.3 General Notes..... 82

26.4 Tree and Vegetation Inventory, Protection and Relocation Plans (Not applicable to this project) 82

26.5 Planting Plans for Linear Roadway Projects (Not applicable to this project) 82

26.6 Planting Plans (Interchanges and Toll Plazas) 82

26.7 Planting Details and Notes..... 82

26.9 Irrigation Plans for Interchange and Toll Plazas (Not applicable to this project)..... 82

26.10 Irrigation Details and Notes (Not applicable to this project) 82

26.11 Hardscape Plans (Not applicable to this project) 82

26.12 Hardscape Details and Notes (Not applicable to this project)..... 82

26.13 Maintenance Plan 82

26.14 Cost Estimate 83

26.15 Quality Assurance/Quality Control 83

26.16 Supervision..... 83

27 SURVEY 83

27.1 Horizontal Project Network Control (HPNC)(To Be Provided by the Department)..... 83

27.2 Vertical Project Network Control (VPNC)(To Be Provided by the Department) 83

27.3 Alignment and/or Existing Right of Way Lines 83

27.4 Aerial Targets (Not applicable to this project) 83

27.5 Reference Points..... 83

27.6 Topography/DTM (3D)..... 83

27.7 Planimetric (2D)..... 83

27.8 Roadway Cross Sections/Profiles..... 83

27.9 Side Street Surveys 83

27.10 Underground Utilities 83

27.11 Outfall Survey (Not applicable to this project)..... 83

27.12 Drainage Survey (Not applicable to this project) 84

27.13 Bridge Survey (Not applicable to this project) 84

27.14 Channel Survey (Not applicable to this project) 84

27.15 Pond Site Survey 84

27.16 Mitigation Survey (Not applicable to this project) 84

27.17 Jurisdiction Line Survey..... 84

27.18 Geotechnical Support..... 84

27.19 Sectional/Grant Survey..... 84

27.20 Subdivision Location..... 84

27.21 Maintained R/W (Not applicable to this project) 84

27.22 Boundary Survey 84

27.23 Water Boundary Survey 84

27.24 Right of Way Staking..... 84

27.25 Right of Way Monumentation (Not applicable to this project)..... 84

27.26 Line Cutting (Not applicable to this project)..... 84

27.27 Work Zone Safety 85

27.28 Miscellaneous Surveys 85

27.29 Supplemental Surveys..... 85

27.30 Document Research (To Be Provided by the DEPARTMENT)..... 85

27.31 Field Review 85

27.32 Technical Meetings 85

27.33 Quality Control/Quality Assurance 85

27.34 Supervision..... 85

27.35 Coordination 85

28 PHOTOGRAMMETRY (NOT APPLICABLE TO THIS PROJECT)85

29 MAPPING85

Master CADD File 86

29.1 Alignment..... 86

29.2 Section and 1/4 Section Lines..... 86

29.3 Subdivisions / Property Lines 86

29.4 Existing Right of Way 86

29.5 Topography 86

29.6 Parent Tract Properties and Existing Easements..... 86

29.7 Proposed Right of Way Requirements 86

29.8 Limits of Construction 86

29.9 Jurisdictional/Agency Lines (Not applicable to this project) 86

Sheet Files..... 86

29.10 Control Survey Cover Sheet 86

29.11 Control Survey Key Sheet (Not applicable to this project) 86

29.12 Control Survey Detail Sheet 86

29.13 Right of Way Map Cover Sheet (Not applicable to this project)..... 86

29.14 Right of Way Map Key Sheet 86

29.15 Right of Way Map Detail Sheet 86

29.16 Maintenance Map Cover Sheet (Not applicable to this project) 86

29.17 Maintenance Map Key Sheet (Not applicable to this project)..... 86

29.18 Maintenance Map Detail Sheet (Not applicable to this project) 86

29.19 Reference Point Sheet 86

29.20 Project Network Control Sheet (Not applicable to this project) 87

29.21 Table of Ownerships Sheet 87

Miscellaneous Surveys and Sketches 87

29.22 Parcel Sketches (Not applicable to this project) 87

29.23 TITF Sketches (Not applicable to this project) 87

29.24 Other Specific Purpose Survey(s) (Not applicable to this project)..... 87

29.25 Boundary Survey(s) Map (Not applicable to this project) 87

29.26 Right of Way Monumentation Map (Not applicable to this project) 87

29.27 Title Search Map (Not applicable to this project) 87

29.28 Title Search Report (Not applicable to this project) 87

29.29 Legal Descriptions..... 87

29.30 Final Map/Plans Comparison 87

29.31 Field Reviews (Not applicable to this project) 87

29.32 Technical Meetings 87

29.33 Quality Assurance/Quality Control 87

29.34 Supervision..... 87

29.35 Coordination 87

29.36 Supplemental Mapping (Not applicable to this project) 87

30 GEOTECHNICAL 87

30.1 Document Collection and Review 88

Roadway..... 88

30.2 Detailed Boring Location Plan..... 88

30.3 Stake Borings/Utility Clearance 88

30.4 Coordinate and Develop MOT Plans for Field Investigation..... 88

30.5 Drilling Access Permits (Not applicable to this project)..... 89

30.6 Property Clearances 89

30.7 Groundwater Monitoring 89

30.8 LBR / Resilient Modulus Sampling 89

30.9 Coordination of Field Work 89

30.10 Soil and Rock Classification - Roadway 89

30.11 Design LBR..... 89

30.12 Laboratory Data 89

30.13 Seasonal High Water Table 89

30.14 Parameters for Water Retention Areas..... 89

30.15 Delineate Limits of Unsuitable Material..... 89

30.16 Electronic Files for Cross-Sections 89

30.17 Embankment Settlement and Stability (Not applicable to this project) 90

30.18 Stormwater Volume Recovery and/or Background Seepage Analysis (Not applicable to this project) 90

30.19 Geotechnical Recommendations 90

30.20 Pavement Condition Survey and Pavement Evaluation Report 90

30.21 Preliminary Roadway Report..... 90

30.22 Final Report 91

30.23 Auger Boring Drafting..... 91

30.24 SPT Boring Drafting..... 91

Structures 91

30.25 Develop Detailed Boring Location Plan..... 91

30.26 Stake Borings/Utility Clearance 91

30.27 Coordinate and Develop MOT Plans for Field Investigation..... 91

30.28 Drilling Access Permits..... 91

30.29 Property Clearances (Not applicable to this project)..... 92

30.30 Collection of Corrosion Samples..... 92

30.31 Coordination of Field Work 92

30.32 Soil and Rock Classification - Structures 92

30.33 Tabulation of Laboratory Data 92

30.34 Estimate Design Groundwater Level for Structures..... 92

30.35 Selection of Foundation Alternatives (BDR) (Not applicable to this project)..... 92

30.36 Detailed Analysis of Selected Foundation Alternate(s) (Not applicable to this project)..... 92

30.37 Bridge Construction and Testing Recommendations (Not applicable to this project) 92

30.38 Lateral Load Analysis (Optional) (Not applicable to this project)..... 92

30.39 Walls (Not applicable to this project) 92

30.40 Sheet Pile Wall Analysis (Optional) (Not applicable to this project) 92

30.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations 92

30.42 Box Culvert Analysis..... 92

30.43 Preliminary Report – BDR (Not applicable to this project)..... 93

30.44 Final Report - Bridge and Associated Walls (Not applicable to this project)..... 93

30.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights 93

30.46 SPT Boring Drafting..... 93

30.47 Other Geotechnical 94

30.48 Technical Special Provisions (Not applicable to this project) 94

30.49 Field Reviews 94

30.50 Technical Meetings 94

30.51 Quality Assurance/Quality Control..... 94

30.52 Supervision..... 94

30.53 Coordination 94

30.54 Optional Preliminary Contamination Assessment (Not applicable to this project)..... 94

31 ARCHITECTURE DEVELOPMENT (NOT APPLICABLE TO THIS PROJECT).....94

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE (NOT APPLICABLE TO THIS PROJECT).....94

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS (NOT APPLICABLE TO THIS PROJECT).....94

34 INTELLIGENT TRANSPORTATION SYSTEM PLANS (NOT APPLICABLE TO THIS PROJECT).....94

35 PROJECT REQUIREMENTS94

35.1 Liaison Office 94

35.2 Key Personnel 94

35.3 Progress Reporting 94

35.4 Correspondence 95

35.5 Professional Endorsement 95

35.6 Computer Automation 95

35.7 Coordination with Other Consultants 95

35.8 Optional Services 95

36 INVOICING LIMITS.....95

37 PROJECT COST ACCOUNTING –(NOT APPLICABLE FOR THIS PROJECT/ CONTRACT).....96

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY DESIGN**

This Exhibit forms an integral part of the agreement between *Escambia County (hereinafter referred to as the COUNTY)* and DRMP, INC. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Solicitation ID Number:	PD 08-09.100	218605-2-38-02
Financial Project ID:	218605-2-32-02	
Federal Aid Project No.:	To Be Determined	
County Section No.:	48010 000	
Description:	Nine Mile Road (SR 10/US 90A) From West of Pine Forest (SR 297) To West of US 29 (SR 95) Escambia County	

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY and the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for improvements to the transportation facility described herein.

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project, and by the COUNTY to ensure the project is built as designed and to specifications. The work includes coordination and review with the DEPARTMENT. Elements of work shall include major highway design, structures, traffic engineering, traffic signal timing, signing and pavement markings, roadway lighting, signalization, survey, right of way mapping, soil exploration, geotechnical lab testing, standard foundations, intersections, drainage, utility relocation, landscaping, legal descriptions, maintenance of traffic, cost estimates, environmental permitting, quantity computation book, cost estimates, and all necessary incidental items for a complete project.

The Scope of Services establishes which items of work described in the Florida Greenbook, FDOT Plans Preparation Manual and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY or the DEPARTMENT. Exhibit 'B' attached to this Scope of Services estimates the efforts needed to complete a Preliminary Design needed to identify right of way requirements, otherwise known as Phase 1. Phase 2 is the effort needed to complete the task for FDOT Letting.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable **COUNTY and DEPARTMENT** manuals and guidelines. ***If there is a conflict between guidelines, the COUNTY will obtain clarification from the DEPARTMENT.***

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

Two phases have been identified in the estimated staffhours and fee for this project. Phase 1 is intended to identify the right of way requirements during the preliminary design. Phase 2 is intended to complete the design for a future FDOT Letting.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with **the COUNTY**, the DEPARTMENT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with **COUNTY and DEPARTMENT** procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

The COUNTY will provide contract administration and management services. The DEPARTMENT will provide technical reviews for Phase II (60%), Phase IV (100%) and FINAL submittals of work associated with the development and preparation of the contract plans. The DEPARTMENT will provide job-specific information and/or functions as outlined in this contract. One submittal to the COUNTY is anticipated at Phase I (30%). The FDOT and the COUNTY have agreed to omit a Phase III (90%) contract plan submittal.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. ***The CONSULTANT shall refer to the Project Development & Environment (PD&E) Reevaluation completed as a part of the PD&E Study under FPID 218605-2-38-02.*** The CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the DEPARTMENT.

Solicitation Identification Number PD 08-09.100 Work Description
Financial Project ID: ~~218605-2-32-02~~ Work Description
218605-2-38-02

This capacity project primarily consists of widening SR 10 (US 90A / Nine Mile Road) from two to four lanes from approximately 2000' West of SR 297 (Pine Forest Road) to

approximately 700' West of SR 95 (US 29/Pensacola Boulevard) The typical section from the beginning of the project to the end of the end of the project shall consist of the SIS suburban typical section, which consists of two 12' lanes in each direction, with 4.0' inside paved shoulder and 6.5' outside(5' paved) shoulder, 5' sidewalks, separated by a 22' raised median with Type E curb and gutter. From 500' West of Untreiner Road to the end of the project, the typical section shall transition from the suburban typical back to match the existing typical section prior to the Alabama & Gulf Coast Railway.

The anticipated project limits are from CMP 7.92 to CMP 10.33. Project limits will be adjusted during design based on the existing conditions. The overall anticipated project length is 2.41 miles.

The right-of-way varies throughout the project limits. Based on the field review, the existing maintained right-of-way appears to be approximately 200' total. The official county maintained right-of-way will need to be determined at side streets for this project. Additional right-of-way will be required for stormwater retention ponds.

SR 10 has been designated as a "Hurricane Evacuation Route". It has not been designated as a Strategic Intermodal Systems (SIS) highway facility.

Two (2) signalized intersections exist within the project limits at the intersections of SR 10 (US 90A/Nine Mile Road) with SR 297 (Pine Forest Road) and Fowler Avenue. The mast arms will be reconstructed as impacted by the roadway widening. Pedestrian signal features will be reconstructed at each impacted signal.

ADA improvements will be included in this project. Sidewalk will be constructed along both sides of SR 10 (US 90A/Nine Mile Road) throughout the length of the project, and ADA compliant curb ramps will be constructed as needed throughout the limits. Handrail shall be constructed as needed. Bicycle keyhole lanes will be constructed or striped out at all right turn lanes. The CONSULTANT shall contact the FDOT Bike/Ped Coordinator, ADA Coordinator, Area Maintenance Office and the District Traffic Operations Office to determine if any project specific pedestrian access or safety related complaints have been received. This project is within the defined FHWA Urban Boundary, which mandates that paved shoulders be striped as bicycle lanes.

There are no bridges within the project limits.

The Alabama & Gulf Coast Railway railroad crossing will be replaced in a separate project. The limits of the Alabama & Gulf Coast Railway railroad crossing (CMP 10.350) will be exempted from the limits of this project. Railroad crossing coordination will be replaced in a separate project, if necessary. The DEPARTMENT will be responsible for railroad coordination associated with this project.

The posted speed limit on SR 10 (US 90A/Nine Mile Road) is 45 mph within the project limits. Previous resurfacing plans set the design speed at 55 mph throughout the

project. The design speed for this multi-lane reconstruction project shall be set according to the PPM Vol. I, Chap. 2.16.1. The proposed design speed will be shown in the Typical Section Package and will require approval from the District Traffic Operations Engineer and the District Design Engineer.

All necessary Geotechnical efforts will be provided by the CONSULTANT.

This project will be let to construction as a Conventional Bid Item project.

2.1 Roadway (Activities 3.0, 4.0, and 5.0)

Public Involvement: This project will have a Community Awareness Plan (CAP) Level III, including a Public Meeting/Workshop. See Section 3.1 for specific requirements.

Joint Project Agreements: *There have been JPAs identified at this time. The urban location of this project will likely necessitate a JPA with Escambia County at a later date. Section 3.2 provides additional guidance.*

Maintenance Agreement: *The Consultant shall ensure that a maintenance agreement is executed between the COUNTY and the DEPARTMENT for the drainage ponds. The Consultant shall coordinate with D3 Legal Office for the appropriate document.*

A maintenance agreement will be required for two retention ponds. This will be obtained by the DEPARTMENT prior to submitting the final plans package for letting.

Specification Package Preparation: *This project will have a Specification Package requirement if construction phase is funded at the Phase IV submittal, otherwise the Specification Package will change per workbook updates and will be provided post Phase IV submittal.*

Value Engineering: *A Value Engineering Study is not* anticipated to be a requirement. All projects on the Federal-aid system with an estimated total cost of \$25 million or more shall have a value engineering analysis performed during the development of the project. The total estimated cost shall include all costs associated with the project, including but not limited to design, right-of-way, construction, and administrative costs.

Plan Type: The CONSULTANT shall provide only the roadway plans and miscellaneous details necessary to construct this project. The *COUNTY's and* DEPARTMENT's intent is to minimize the design and survey effort where possible. The CONSULTANT shall develop and sign and seal the plans electronically in accordance with Section 35.6.

Limits: SR 10 (US 90A/Nine Mile Road) from approximately 2000' West of SR 297 (Pine Forest Road) (CMP 7.92) to approximately 700' West of SR 95 (US 29/Pensacola Boulevard) (CMP 10.33).

Typical Section: The typical section shall use the SIS suburban typical section from the beginning of the project to 700' West of Untreiner Avenue (CMP 10.31), which consists of two 12' lanes in each direction, with 4' paved shoulders on the inside lanes, 6.5' shoulders (5' paved) on the outside lanes, 5' sidewalks, separated by a 22' raised median with Type E curb and gutter. From 700' West of Untreiner Road to the end of the project, the typical section shall transition from the suburban typical back to match the existing typical section prior to the Alabama & Gulf Coast Railway.

Right-of-Way: Right-of-way acquisition will be required for this project. Existing R/W lines, including stations and offset distances at breaks, will be shown on all plan sheets. The existing right of way (R/W) varies throughout the project between 186' min. and 200' max.

Pavement Design: The CONSULTANT will provide the Pavement Design for this project. Two (2) pavement designs are anticipated for this project. One (1) for the suburban section and one (1) for the paved median openings. The CONSULTANT will be provided the Pavement Core information, Construction Plans and associated reports to assist with the development of the Pavement Design for SR 10 (US 90A/Nine Mile Road) 3R from CR 97 (Pine Cone Drive) to Escambia River Bridge (FPID No.: 416940-1-32-01).

Regarding the excess milled asphalt not used by the Contractor in the resurfacing mix, a plan note is to be included in the plans that will provide direction regarding the ownership, quantity, delivery location, and the contact person. For additional information, contact the Operations Engineer (850-981-3000) at the FDOT Area Maintenance office in Milton.

Access Management Classification: This project proposes to change the Access Management Classification from a 6 to an Access Management Classification of 5. The Public Information Meeting advertised for the PD&E Reevaluation indicated the change in Access Management Classification.

Abandoned driveway closures and modifications should be considered if the closure will improve pedestrian access and ADA compliancy. No specific locations have been identified to focus this effort; however, the CONSULTANT will be responsible for reviewing the available crash history and coordinating with the **COUNTY and DEPARTMENT** contacts to identify any locations that may warrant further study or improvements. All recommendations for access management improvements are to be closely coordinated with the **COUNTY and the DEPARTMENT** (see also Sections 3.1.5 and 4.3).

Major Intersections/Interchanges: Two (2) signalized intersections exist within the project limits at the intersections of SR 10 (US 90A/Nine Mile Road) with SR 297 (Pine Forest Road) (CMP 8.299) and Fowler Avenue (CMP 10.055). Mast arms will be reconstructed where impacted by the roadway widening and traffic signal loops will be replaced. Pedestrian signals will be reconstructed where impacted by the widening

Level of TCP Plans: The Consultant shall provide a TCP Level II.

Traffic Control Plans (TCP) will be required for this project. The FDOT Design Standards, 600 series, should be utilized for all work being performed on or adjacent to existing roadways. A reduction in the number of lanes may require that a lane closure analysis be performed by the CONSULTANT. See Section 4.6 for further guidance. SR 10 (US 90A/Nine Mile Road) has been designated as a "Hurricane Evacuation Route". All lanes must be open for traffic within 12 hours of a hurricane evacuation notice and shall remain open for the duration of the event as directed by the Project Administrator.

Consideration must also be given to the movement and safety of pedestrian and bicycle traffic during construction.

The TCP must also address any efforts needed in conjunction with the Escambia County Area Transit (ECAT) bus routes and stops and Escambia District School System.

Temporary Drainage: Consideration must be given to temporary drainage while the roadway is under construction.

Variations/Exceptions: Design Variations or Exceptions are not anticipated. The CONSULTANT should review the project for a functional design that will meet FDOT design standards and make a determination whether a Design Variation or Exception is appropriate.

Other conditions may be identified during design that may warrant additional design variations or exceptions. The CONSULTANT is to submit the requests for Variations and Exceptions to the **COUNTY and** DEPARTMENT as early as possible for approval in order to minimize potential schedule delays. The CONSULTANT is to be aware that omitting certain work items may require approval at the District Director level (see PPM, Vol. I, Ch. 25.3.1.2). The CONSULTANT will coordinate with the DEPARTMENT's Project Manager to obtain this approval.

In addition, Utility Exceptions will be required for above ground utilities that fail to meet the minimum requirement for horizontal clearance. Early coordination with Utility Companies will be necessary for processing requests for Utility Exceptions.

Back of Sidewalk Profiles: Provide back of sidewalk profiles through Phase II Plans or as directed by the **COUNTY or the** DEPARTMENT.

2.2 Drainage (Activity 6.0)

Expected systems include cross drains, roadway ditches, outfalls, and stormwater management facilities where feasible.

There are three (3) watersheds within the project limits. The CONSULTANT shall refer to the Pond Siting Report developed during the PD&E Study Reevaluation for additional information.

The COUNTY's intent is to minimize the effort where possible. The CONSULTANT shall use existing plans and survey information provided by the DEPARTMENT to minimize efforts. The CONSULTANT will utilize experience and FDOT Construction Plans for SR 95 (US 29/Pensacola Blvd.) multi-lane reconstruction from SR 8 (I-10) to 0.5 miles north of (SR 10 (US 90A/Nine Mile Road) (FPID No.: 218603-1-52-01), and associated information to assist with the Drainage Activity east of Fowler Avenue.

Existing cross drains should be extended outside of the FDOT clear zone criteria. A Design Exception will be required if any drainage structure creates a hazard in the clear zone, and is to remain.

All existing drainage structures shall be shown on the construction plans. All drainage structures should be inspected for scour, erosion, structural integrity and accumulation of sediment. Side drains and inlets within the right-of-way at side road intersections should be evaluated. Treatments should be discussed with the Design Project Manager and the District Drainage Office before being added to the construction plans.

A number of side drains have broken mitered end section. Every location should be reviewed and any broken mitered end that is creating a safety hazard should be reconstructed.

2.3 Utilities Coordination (Activity 7.0)

The CONSULTANT with participation from the DEPARTMENT will be responsible for utility coordination associated with this project. The CONSULTANT shall provide all Subsurface Utility Excavation (SUE) work needed for this project.

The COUNTY's intent is to minimize the effort where possible. The CONSULTANT shall use existing plans and survey information provided by the DEPARTMENT to minimize efforts. The CONSULTANT will obtain the FDOT Construction Plans for SR 10 (US 90A/Nine Mile Road) 3R project from West of Pine Cone Drive to the Escambia River Bridge (FPID No.: 416940-1-52-01 and 416940-1-52-02), and associated information to assist with the identification and location of the utilities. Additionally, the CONSULTANT will utilize experience and FDOT Construction Plans for SR 95 (US 29/Pensacola Blvd.) multi-lane reconstruction from SR 8 (I-10) to 0.5 miles north of (SR 10 (US 90A/Nine Mile Road) (FPID No.: 218603-1-52-01), and associated information to assist with the identification and location of the utilities

The CONSULTANT will identify all utilities in the corridor during the survey phase by calling Sunshine State One-Call of Florida (SSOCOF) and shall coordinate with each company to verify that all existing utilities are designated in the field prior to completing the topographic survey. The CONSULTANT will be responsible for showing areas that

may be affected by construction. The CONSULTANT will evaluate utilities for potential impacts and prepare a Utility Conflict Matrix as directed by Section 7.0 of this document. The Consultant is to review the Utility Work Schedules and assure that they are compatible with the plans.

The CONSULTANT shall prepare a Utility Conflict Matrix for all utilities which may be impacted by construction activities. An example Utility Conflict Matrix can be provided by the DEPARTMENT if necessary. The matrix will be required with the Phase II submittal and will be updated and submitted with every phase thereafter.

Utility exceptions will be per Chapter 13 as found in the Utility Accommodation Manual. The CONSULTANT will not be responsible for obtaining utility exceptions but will need to provide information as available to assist utility companies in obtaining exceptions

2.4 Environmental Permits (Activity 8.0)

The CONSULTANT shall coordinate with appropriate agencies for all necessary permits, including, but not limited to, Northwest Florida Water Management District, Department of Environmental Protection, United States Coast Guard and US Army Corps of Engineers.

The CONSULTANT shall be responsible for the identification, coordination and applications for all permits necessary to construct this project. All application and processing fees associated with said permit(s) and activities shall be paid for by the CONSULTANT.

The DEPARTMENT will direct use of mitigation site or Florida Statutes.

2.5 Structures (Activities 9.0 – 18.0)

The mast arm signal supports will be reconstructed as impacted by the roadway widening to include foundations and mast arms. The existing box culverts or special drainage structures may need to be extended as impacted by the roadway widening.

2.6 Signing and Pavement Markings (Activities 19.0 & 20.0)

The CONSULTANT shall be responsible for the design, details, and quantities associated with signing and pavement markings for this project. The CONSULTANT shall include the recently implemented audible pavement marking requirements in the construction plans. The CONSULTANT shall coordinate with the DEPARTMENT'S Project Manager and the DEPARTMENT'S Safety Program Manager to determine the most appropriate type of edge line for this application. A wet weather audible "rumble with a bump" edge line may be required. The CONSULTANT shall evaluate the existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs.

2.7 Signals (Activities 21.0 & 22.0)

Intersections: Two (2) signalized intersections exist within the project limits at the intersections of SR 10 (US 90A/Nine Mile Road) with SR 297 (Pine Forest Road) (CMP 8.299) and Fowler Avenue (CMP 10.055). The mast arms will be reconstructed as impacted by the roadway widening. Pedestrian signal features will be reconstructed at each impacted signal arm.

Traffic Data Collection: Traffic data will be collected by the CONSULTANT for all intersections indicated on the straight line diagram between CMP 7.92 and CMP 10.33. The traffic data will include turning movement counts to provide justification for access management improvements.

Traffic Studies: Design Traffic Report will be submitted. The *Design Traffic Technical Memorandum and Capacity Analysis Report* will be used to supplement the Design Traffic Report to minimize cost and effort.

Count Stations: The Consultant shall be responsible for loading all quantities for the installation or removal of traffic monitoring site(s) and showing the location of the site(s) on the Key Sheet and Plan Sheets. The Department shall be responsible for providing the location and quantities to the Consultant. There is currently one (1) Portable Traffic Monitoring Site within the project limits (CMP 9.968) that may require removal during this multi-lane reconstruction project. Coordinate with the DEPARTMENT's Planning Department for information regarding the removal.

2.8 Lighting (Activity 23.0 & 24.0)

A lighting justification report will be prepared by the CONSULTANT to determine any lighting deficiencies within the project limits. The staff hours and associated fees for this justification report will be included in the Automated Fee Proposal (AFP) as a component of the Basic Services effort; however, the design of lighting plans will be included as an Optional Service in this contract. If it is determined that lighting plans will be included in this project, the Optional Service for that design effort will be executed at such time. The staff hours and fees for the Optional Service will be included in the CONSULTANT's initial submittal of the AFP.

2.9 Landscape Architecture (Activity 25.0 & 26.0)

Stormwater management areas maintained by the FDOT will receive landscaping that will buffer ponds from view. If stormwater facilities require wet detention, the landscape design shall be provided by the CONSULTANT in cooperation with FDEP and their requirements.

The CONSULTANT shall work with the COUNTY and DEPARTMENT to determine if Landscape Architecture tasks are needed along the proposed roadway. If needed,

research required to collect data necessary to complete an initial design analysis will be executed at such time.

The staff hours and associated fees for this design analysis will be included in the Automated Fee Proposal (AFP) as a component of the Basic Services effort, however, the design of planting and hardscape will be included as an Optional Service in this contract. If it is determined that Landscape Architecture Analysis Activity and Landscape Architecture Plans Activity will be included in this project, the Optional Service for that design effort will be executed at such time. The staff hours and fees for the Optional Service will be included in the CONSULTANT's initial submittal of the AFP.

Irrigation plans and Outdoor Advertising is not anticipated.

2.10 Survey (Activity 27.0)

The COUNTY's intent is to minimize the effort where possible. The CONSULTANT shall use existing survey information provided by the DEPARTMENT to minimize efforts. The CONSULTANT will obtain the Primary and Secondary Horizontal and Vertical control from FDOT Construction Plans for SR 10 (US 90A/Nine Mile Road) 3R project from West of Pine Cone Drive to the Escambia River Bridge (FPID No.: 416940-1-52-01 and 416940-1-52-02), and associated reports to assist with the development of the Survey Activity.

Design Survey: The Primary and Secondary Horizontal and Vertical control will be provided by the DEPARTMENT. Other design survey requirements will be conducted by the CONSULTANT in accordance with Section 27.0 of this document.

Subsurface Utility: The CONSULTANT shall obtain all subsurface utility information needed along the project limits. At a minimum, subsurface utility excavations will be required at the two intersections where mast arms are reconstructed and also at the drainage structures as needed.

Right of Way Survey: Right-of-way and defining the official county maintained right-of-way will be required for the project. The CONSULTANT will be responsible for the Right-of-Way Survey.

2.11 Photogrammetry (Activity 28.0) (Not applicable to this project)

2.12 Mapping (Activity 29.0)

Control Survey Map: The CONSULTANT shall provide the right-of-way control survey map from the project limits (approximately CMP 7.92 to CMP 10.33).

Right-of-Way Map: The CONSULTANT shall provide the right-of-way control survey map from the project limits (approximately CMP 7.92 to CMP 10.33).

Maintenance Map: The CONSULTANT will not provide the maintenance map from the project limits (approximately CMP 7.92 to CMP 10.33).

When maintained right-of-way is being established in the field a representative from D3 Survey or D3 Mapping will need to present along with a representative from the COUNTY to ensure maintained right-of-way is established properly.

2.13 Geotechnical (Activity 30.0)

Pavement Evaluation (including coring, testing, and preparing the report) will be provided as directed in Section 30.20 of this Scope of Services. The CONSULTANT will be responsible for the Pavement Design.

The COUNTY's intent is to minimize the effort where possible. The CONSULTANT shall use existing plans and survey information provided by the DEPARTMENT to minimize efforts. The CONSULTANT will obtain the Pavement Core information, FDOT Construction Plans for SR 10 (US 90A/Nine Mile Road) 3R project from West of Pine Cone Drive to the Escambia River Bridge (FPID No.: 416940-1-52-01 and 416940-1-52-02), and associated reports to assist with the development of the Geotechnical Activity.

The CONSULTANT shall be responsible for any necessary geotechnical activities associated with this project. The CONSULTANT shall coordinate with the DEPARTMENT's Design Project Manager and Geotechnical Project Manager regarding information needed.

The Consultant will collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

The Consultant will collect appropriate samples for Resilient Modulus (MR) Testing. Coordinate with the DEPARTMENT District Geotechnical Office regarding delivery of samples to State Materials Office, Gainesville.

2.14 Architecture (Activity 31.0) (Not applicable to this project.)

2.15 Noise Barriers (Activity 32.0) (Not applicable to this project.)

2.16 Intelligent Transportation Systems (Activities 33.0 and 34.0) (Not applicable to this project)

2.17 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule with actual dates and Department activity/event numbers for *COUNTY and* DEPARTMENT and CONSULTANT scheduled activities required to meet the current

COUNTY and DEPARTMENT Production Date. *If there is a conflict between the COUNTY's and the DEPARTMENT's Project Schedule, the COUNTY will obtain clarification from the DEPARTMENT.* The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a three (3) week review time for each phase review and other submittals as appropriate.

The schedule shall indicate, at a minimum, proposed dates for Phase I (30%), II (60%), IV (100%) and FINAL plans and all other appropriate milestones and required submittals. The COUNTY and the DEPARTMENT have agreed to omit a Phase III (90%) contract plan submittal.

All fees and price proposals are to be based on the negotiated schedule of 40 months. All fees and price proposals for final plans production are to be based on the negotiated schedule of 6 months. However, the contract deadline may differ as indicated from the Notice to Proceed.

Periodically, throughout the life of the project, the schedule and curves shall be reviewed by the COUNTY and the DEPARTMENT. With the approval of the COUNTY and the DEPARTMENT, the schedule and curves may be adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted **to the COUNTY** with the monthly progress report.

2.18 Submittals

The CONSULTANT shall provide copies of the required plans and documents as identified in the Scope or made known by **the COUNTY** and the DEPARTMENT. The anticipated printing and submittal requirements for the project **approved by the COUNTY** include the listed items below; however, this list of items may not be all inclusive on project needs. This tabulation will be used for estimating purposes. The FDOT and the COUNTY have agreed to omit a Phase III (90%) contract plan submittal. The Phase II (60%), Phase IV (100%) and Final must be submitted to the DEPARTMENT following the FDOT Plans Preparation Manual.

The DEPARTMENT's Electronic Review and Comment (ERC) system **may be used** for project reviews. Upon Notice to Proceed, the DEPARTMENT will coordinate with the **COUNTY and CONSULTANT** to provide the required access into the ERC system.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the **COUNTY and the DEPARTMENT** to discuss and resolve issues or solicit opinions from those within designated areas of expertise. It is also the responsibility of the CONSULTANT to adhere to all DEPARTMENT standards, policies, procedures,

guidelines, etc. Constant communication between *the COUNTY and* the DEPARTMENT and the CONSULTANT is vital in the overall success of any project.

The CONSULTANT will be required to provide *the COUNTY with* written monthly progress reports (preferably electronic via email) documenting actions taken, actions to be taken, status of project schedule, and contacts with the COUNTY and DEPARTMENT (the *COUNTY employee or* DEPARTMENT employee contacted, the issue, and the resolution), and the status of the plans.

The CONSULTANT *may be furnished* a project “seed directory” CD to be used during the development of the project files. *If not, the CONSULTANT will use the approved FDOT Electronic filing index.* The DEPARTMENT’s Survey Office will provide all existing applicable survey data on this CD *or via FTP* to be used where necessary. Upon completion of the design phase, this CD will become the Electronic Delivery CD and shall contain all pertinent project information as described in the FDOT CADD Manual. Deliverables must be developed in the correct format as required by the FDOT CADD Manual and the CADD Criteria Handbook.

Following the Notice-to-Proceed, the CONSULTANT will begin the plans production process including making the necessary contacts with *the COUNTY and* the DEPARTMENT and attending field reviews as required by this Scope of Services.

PRIOR TO PHASE I SUBMITTAL:

Quality Control Plan: The CONSULTANT shall submit their Quality Control Plan that will be used during the design of this project to the *COUNTY* for reference. As a minimum, the QC plan shall include the details of all plan review processes to be utilized and sufficient file documentation to show that the QC plan has been followed.

Alignment Submittals: Centerline/Baseline of Survey alignment submittals shall be submitted to the District Survey Office for approval and copies shall be submitted to the FDOT Design Project Manager, D3 R/W Mapping Office, and the Prime CONSULTANT.

The COUNTY’s intent is to minimize the effort where possible. The CONSULTANT shall use existing survey alignments provided by the DEPARTMENT to minimize efforts. The CONSULTANT will obtain alignments from FDOT Construction Plans for SR 10 (US 90A/Nine Mile Road) 3R project from West of Pine Cone Drive to the Escambia River Bridge (FPID No.: 416940-1-52-01 and 416940-1-52-02), and associated information to assist with the development of the alignment.

The Prime CONSULTANT shall wait for approval from the District Survey Office before utilizing the alignment for Design purposes.

Survey Submittals: The Survey sub consultant shall transmit their submittals to the District 3 Survey Office as well as the Prime Consultant. The Survey subconsultant shall copy the DEPARTMENT *and the COUNTY* on all submittal correspondence. These survey submittals are to be made prior to the Phase I, II, and IV plans submittals, *if necessary*.

Miscellaneous Design/ Production Document Submittals: The CONSULTANT shall submit to the *COUNTY and DEPARTMENT* for review, and receive concurrence for, the Initial Project Schedule Submittal Form, the Community Awareness Plan, the Typical Section Package, Pavement Design, Design Variances and/or Exceptions (if applicable), etc., and other documents as required by the *FDOT* Plans Preparation Manual and the Scope of Services.

Phase I (30%):

The *COUNTY* has determined a Phase I to the DEPARTMENT can be eliminated. The Phase II (60%), Phase IV (100%) and FINAL must be submitted to the DEPARTMENT following the FDOT Plans Preparation Manual. The FDOT and the COUNTY have agreed to omit a Phase III (90%) contract plan submittal.

The CONSULTANT shall submit two (2) copies of the Phase Submittal CD/DVD and three (3) hard copies of the submittal components to the COUNTY for distribution. The Phase Submittal CD/DVD will include ONLY the submittal components (not the entire project directory and files). The CD/DVD will include all construction plans in one (1) *.PDF file. In addition, *.PDF files of the project Design Documentation and any other submittal document will be included on the Phase Submittal CD/DVD. The CONSULTANT must have the QC marked-up plans available for the *COUNTY's* review upon request.

The CONSULTANT shall submit one (1) labeled CD/DVD for each utility owner within the project limits to the *COUNTY* for utility coordination purposes. The CD/DVD will include the phase submittal plans in *.pdf format. ***One copy will be delivered to the DEPARTMENT.***

Minimal pedestrian features exist within the corridor. An ADA Survey Report will not be conducted for this multi-lane reconstruction project.

Prior to the Phase II submittal, the District Survey Office requests that the prime CONSULTANTS provide the Survey SUBCONSULTANTS with the plans and allow time for a review to check the survey/ construction layout, alignments, control information, curve data, layout information, etc.

Phase II (60%):

The CONSULTANT shall submit two (2) copies of the Phase Submittal CD/DVD and three (3) hard copies of the submittal components to the DEPARTMENT for distribution.

The Phase Submittal CD/DVD will include ONLY the submittal components (not the entire project directory and files). The CD/DVD will include all construction plans components (roadway, signing & pavement marking, signalization, etc.) combined into one (1) *.PDF file. In addition, *.PDF files of the project Design Documentation, and any other submittal document will be included on the Phase Submittal CD/DVD. The CONSULTANT must have the QC marked-up plans available for the DEPARTMENT's *or COUNTY's* review upon request. ***One copy will be delivered to the COUNTY.***

The CONSULTANT shall review the DEPARTMENT's Long Range Estimate (L.R.E.) and provide a marked-up copy to the District Preliminary Estimates Office. The District Preliminary Estimates Office will provide the CONSULTANT with the project L.R.E. for review.

The CONSULTANT shall submit one (1) labeled CD/DVD for each utility owner within the project limits to the *COUNTY* for utility coordination purposes. The CD/DVD will include the phase submittal plans in *.pdf format and a Utility Conflict Matrix in *.xls format. The Utility Conflict Matrix will show all utilities which may be impacted. Reference Section 7.9 of this Scope of Services for Utility Design Meeting requirements.

A Post 60% Review Workshop is required for this project. These workshops are typically held with DEPARTMENT Area Operations personnel in conjunction with the Utility Design Meeting (see section 7.9). The workshops take place at a location appropriate for the project that will allow for a same-day project site visit. The workshops may consist of a Project Briefing, Project Design Review Workshop, and a Field Review; however, the format and need for the meeting will depend on the project's complexity and the CONSULTANT's familiarity with the *County and* District's policies and procedures. The workshop will be co-chaired by the CONSULTANT, *the COUNTY* and the DEPARTMENT. The DEPARTMENT's Area Utility Manager *or designee* will chair and take minutes of the utility coordination segment of the workshop.

The CONSULTANT shall submit a hard copy of the Constructability Phase Review Checklist as per the ***FDOT*** Construction Project Administration Manual (CPAM).

If the need for a Technical Special Provisions has been identified at this phase, the CONSULTANT shall submit one (1) hard copy for DEPARTMENT's review. An electronic copy of this document should be included on the Phase Submittal CD/DVD and submitted to the District Specifications Office for review.

The CONSULTANT shall submit one (1) hard copy of a completed Design Plans Phase Review coversheet (PPM Vol. 1, exhibit 24-B) along with a hard copy set of the comments and responses from the previous phase submittal for concurrence by the District Project Management Engineer.

Phase III (90%):

The FDOT and the COUNTY have agreed to omit a Phase III (90%) contract plan submittal. The Phase II (60%), Phase IV (100%) and FINAL contract plans must be submitted to the DEPARTMENT following the FDOT Plans Preparation Manual.

Phase IV (100%):

The CONSULTANT shall submit two (2) copies of the Phase Submittal CD/DVD, five (5) hard copies of the plans, three (3) hard copies of the Computation Book and one (1) hard copy of the Design Documentation Book to the DEPARTMENT for distribution. The Phase Submittal CD/DVD will include all plans set components (roadway, signing & pavement marking, signalization, etc.) combined into one (1) *.PDF file. In addition, *.PDF files of the project Computation Book, Design Documentation Book, CONSULTANT Cost Estimate, and any other submittal document will be included on the Phase Submittal CD/DVD. The CONSULTANT must have the QC marked-up plans available for the DEPARTMENT's *and COUNTY'S* review upon request. ***One copy will be delivered to the COUNTY.***

The CONSULTANT ***will not*** submit plans to each of the affected local government(s) designated contact for a two week review. The COUNTY will distribute as necessary.

The CONSULTANT shall submit one (1) labeled CD/DVD for each utility owner within the project limits to the *COUNTY* for utility coordination purposes. The CD/DVD will include the phase submittal plans in *.pdf format and an updated Utility Conflict Matrix in *.xls format if the information has changed since the last submittal. ***One copy will be delivered to the DEPARTMENT.***

The CONSULTANT shall submit a Constructability Phase Review Checklist as per the *FDOT* Construction Project Administration Manual (CPAM).

The CONSULTANT shall submit one (1) hard copy of a completed Design Plans Phase Review coversheet (PPM Vol. 1, exhibit 24-B) along with a hard copy set of the comments and responses from the previous phase submittal for concurrence by the District Project Management Engineer.

The CONSULTANT shall submit three (3) hard copies of the Geotechnical Reports, if there have been any revisions since the previous submittal. An electronic copy should be included on the Phase Submittal CD/DVD. ***One copy will be delivered to the COUNTY, if necessary.***

Phase IV Re-Submittal:

If the project has spent a considerable amount of time "on the shelf" and/or substantial changes have been made during Plans Update to the plans, pay items, or quantities after the Phase IV review, the DEPARTMENT may require the CONSULTANT to prepare a second Phase IV submittal. This submittal will include the requirements listed for Phase IV above and will be at the discretion of the DEPARTMENT. This submittal should be

made well in advance of the Final Submittal to the DEPARTMENT's Plans Processing Group. This will allow time to address comments in advance of the Final Submittal.

A Phase IV Re-submittal should include the local governments. See Section 3.1.2 of this document for details regarding Local Government Involvement.

The CONSULTANT must submit a District 3 Change Memo to the District Preliminary Estimates Office to have TRNS*PORT unlocked if changes are made during Plans Update that affect the pay-items or quantities in TRNS*PORT. A copy of the District 3 Change Memo can be obtained from the DEPARTMENT or the District Preliminary Estimates Office.

The effort for preparing a Phase IV Re-Submittal will be negotiated as a part of the Plans Update Services. See Section 3.7 for more information regarding Plans Update.

Final Submittal to Plans Processing:

Based on the schedule for plans production, the Final Submittal will either occur immediately upon addressing Phase IV (or Phase IV Re-Submittal) comments or following the Plans Update phase and time spent "on the shelf".

If changes are made to the plans after the Phase IV review that affect the pay-items or quantities in TRNS*PORT, the CONSULTANT must submit a District 3 Change Memo to the District Preliminary Estimates Office to have TRNS*PORT unlocked. A copy of the District 3 Change Memo can be obtained from the DEPARTMENT or the District Preliminary Estimates Office.

The CONSULTANT shall submit the following to the Design Project Manager to submit to the District's Plans Processing Group:

- Two (2) Electronic Delivery CD/DVDs, labeled accordingly, and electronically signed and sealed with PEDDS (Note: all project data shall be included on the Electronic Delivery CD/DVD and its location noted in the project journal). The electronic computation book shall be developed into a single composite *.PDF file and included in the "estimates" folder.
- Delivery Manifest Document, Signature Document(s), and Delivery Authentication Test (signed/sealed as appropriate)
- Compliance Certification Checklist Report. This report shall be signed by the Engineer of Record to certify that all electronic deliverables are complete, in the proper format, authenticated using PEDDS, and all plans and specifications are signed and sealed with the same program (as applicable per the Scope of Services).

- Final Plans Submittal Certification (signed by the Principal in Charge and the EOR)
- Design Plans Phase Review coversheet (PPM Vol. 1, exhibit 24-B) along with a hard copy set of the comments and responses from the previous phase submittal

The CONSULTANT shall submit one (1) labeled CD/DVD with an electronic *.pdf file of the Final Plans to the DEPARTMENT to submit to the *DEPARTMENT's* Area Utility Coordinator. ***One copy will be delivered to the COUNTY.***

Once the District's Bidability and Electronic Delivery reviews are complete, the CONSULTANT will address the comments received and resubmit the package for Specifications Review. The CONSULTANT shall submit a complete Specifications Package including any Technical Special Provisions and/or incentive/disincentive cost analysis as required by the Specification package. The District's "QC for Spec Package" form should be completed and attached to this submittal.

The Prime Consultant shall have the final survey data on the Electronic Delivery CD/DVD at the Final Submittal delivery. The Survey subconsultant shall be responsible for ensuring the deliverable matches the requirements stated in the District 3 Survey Guidelines. The Prime Consultant shall be responsible for ensuring that the survey folder of the Electronic Delivery CD/DVD is populated with the survey data for the project as well as being signed and sealed by the Surveyor thru PEDDS.

Original survey field books will be submitted to the District Survey Office as well as all other applicable deliverables required by the District's Survey CONSULTANT Checklist.

2.19 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current DEPARTMENT manuals, memorandums, guidelines including but not limited to:.

General

- 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Any special instructions from the DEPARTMENT
- Bicycle Facilities Planning and Design Manual,
- CADD Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation (DBPR)
- Ch. 62257, F.A.C. – Asbestos Program, Florida Department of Environmental Protection (DEP)
- Code of Federal Regulations
- Design Traffic Procedure
- Equivalent Single Axle Load Guidelines
- Florida Administrative Codes

- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Florida Department of Transportation Instruction for Structures Related Design Standards.
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Project Development and Environmental Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Florida's Level of Service Standards and Guidelines Manual for Planning
- K-Factor Estimation Process
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Policy for Geometric Design of Highways and Streets
- Project Traffic Forecasting Guidelines
- Quality Assurance Guidelines
- Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Safety Standards
- Utility Accommodations Guidelines
- Flexible Pavement Design Manual
- Pavement Type Selection Manuals
- Life Cycle Cost Analysis
- Rigid Concrete Pavement Manual
- FHWA Roadside Design Guide
- Florida Intersection Design Guide
- o Escambia County CADD Standards
- Escambia County Plans Preparation Manual
- Escambia County Design Standards for Design, Construction, Maintenance, and Utility Operations
- Escambia County General Paving and Drainage Technical Specifications
- Permits
 - Chapter 373, F.S.
 - Bridge Permit Application Guide, COMDT PUB P16591.3B
 - Building Permit
 - 425-000-005 Asbestos Management Program
 - 625-020-020 Asbestos on Bridges
- Drainage
 - Cross Drain
 - Drainage Handbooks
 - Drainage Manual
 - Erosion and Sediment Control
 - Hydrology
 - Optional Pipe Materials
 - Storm Drain
 - Stormwater Management Facility
 - Temporary Drainage Handbook
- Survey and Mapping
 - District 3 Surveying Guidelines
 - County Surveying Guidelines
 - Maintenance of Traffic Training: Topic No. 625-010-010
 - Survey Safety Handbook
 - Minimum Technical Standards for Surveying and Mapping Rule 5J-17.
 - Chapter 177, F.S.
 - Chapter 472, F.S.
 - All other applicable Department procedures, handbooks, and manuals
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101

Florida Department of Transportation Right of Way Procedures Manual
 Florida Department of Transportation Surveying Handbook
 Right of Way Mapping Procedure 550-030-015

Traffic Operation Manuals

AASHTO - An Information Guide for Highway Lighting
 AASHTO - Guide for Development of Bicycle Facilities
 American Disabilities Act
 Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
 Federal Highway Administration Standard Highway Signs Manual
 FHWA - Roundabouts: An Informational Guide
 Florida Department of Transportation - Florida Roundabout Guide
 Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
 Florida Department of Transportation Median Handbook
 Florida Department of Transportation Traffic Engineering Manual
 Minimum Specifications for Traffic Control Signal Devices
 National Electric Safety Code
 National Electrical Code

Structures

AASHTO LRFD Bridge Design Specifications and Interims
 AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and

Interims.

AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 AASHTO Guide Specifications for Structural Design of Sound Barriers
 AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 Florida Department of Transportation Structures Manual
 Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
 Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
 Florida Department of Transportation Bridge Load Rating Permitting and Posting Manual.

Geotechnical

FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 Manual of Florida Sampling and Testing Methods
 Soils and Foundation Handbook

Landscape Architecture

Florida Highway Landscape Guide

Architectural

Building Codes – Latest Adopted Edition

Florida Building Code Building
 Florida Building Code Fuel Gas
 Florida Building Code Mechanical
 Florida Building Code Plumbing
 Florida Building Code Existing Building
 Accessibility for Persons with Disabilities
 Florida Accessibility Code for Building Construction
 Florida Administrative Code Chapter 60D, Division of Building Construction
 Florida Statutes Chapter 553, Building Construction Standards
 ANSI A117.1 2003 Accessible and Usable Building and Facilities
 Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility

Guidelines (ADAAG)

Fire Codes and Rules - Latest Adopted Edition
 NFPA 70 National Electrical Code
 NFPA 101 Life Safety Code
 NFPA 10 Standard for Portable Fire Extinguishers
 NFPA 11 Standard for Low-Expansion Foam Systems
 NFPA 11A Standard for High- and Medium-Expansion Foam Systems
 NFPA 12 Standard for Carbon Dioxide Extinguishing Systems
 NFPA 13 Installation of Sprinkler Systems
 NFPA 30 Flammable and Combustible Liquids Code
 NFPA 54 National Gas Fuel Code

NFPA 58 LP-Gas Code
 Florida Fire Prevention Code as adopted by the State Fire Marshal
 Consult with the Florida State Fire Marshal's office for other frequently used codes.

Energy Conservation
 Section 255.251, F.S., Florida Energy Conservation Act of 1974
 Section 255.255, F.S., Life-Cycle Costs

Elevators
 Chapter 61C-5, Florida Elevator Code
 Chapter 7C-5, Florida Elevator Code ASME A-71.1, Safety Code for Elevators and Escalators

Flood Plain Management Criteria
 Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings

Rules of the Federal Emergency Management Agency (FEMA)

Extinguishing Systems
 NFPA 10 Fire Extinguishers
 NFPA 13 Sprinkler
 NFPA 14 Standpipe and Hose System
 NFPA 17 Dry Chemical
 NFPA 20 Centrifugal Fire Pump
 NFPA 24 Private Fire Service Mains
 NFPA 200 Standard on Clean Agent Fire Extinguishing Systems

Detection and Fire Alarm Systems
 NFPA 70 Electrical Code
 NFPA 72 Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems
 NFPA 72E Automatic Fire Detectors
 NFPA 72G Installation, Maintenance, and Use of Notification Appliances
 NFPA 72H Testing Procedures for Remote Station and Proprietary Systems
 NFPA 74 Household Fire Warning Equipment
 NFPA 75 Protection of Electronic Computer Equipment

Mechanical Systems
 NFPA 90A Air Conditioning and Ventilating Systems
 NFPA 92A Smoke Control Systems
 NFPA 96 Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
 NFPA 204M Smoke and Heating Venting

Miscellaneous Systems
 NFPA 45 Laboratories Using Chemicals
 NFPA 80 Fire Doors and Windows
 NFPA 88A Parking Structures
 NFPA 105 Smoke and Draft-control Door Assemblies
 NFPA 110 Emergency and Standby Power Systems
 NFPA 220 Types of Building Construction
 NFPA 241 Safeguard Construction, Alteration, and Operations
 Florida Administrative Code 4A-47 Uniform Fire Safety For Elevators
 Florida Administrative Code 4A-51 Boiler Safety

Other
 Chapter 64E-6 FAC Standards for On Site Sewage Disposal Systems (Septic Tanks)
 Florida Administrative Code, Chapter 17-6.070 Wastewater Facilities (Treatment Plants)
 Florida Administrative Code Chapter 17-761 Underground Storage Tank Rules
 Chapter 10D-6 FAC On Site Sewage Disposal Systems (Septic Tanks)
 Chapter 17-6.070 FAC Wastewater Facilities (Treatment Plants)
 Chapter 17-761 FAC Underground Storage Tank Rules

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The design consultant and the project manager are advised to obtain applicable versions of these documents from the responsible agency prior to use.

American Concrete Institute
 American Institute of Architects - Architect's Handbook of Professional Practice
 American Society for Testing and Materials - ASTM Standards
 Brick Institute of America
 DMS - Standards for Design of State Facilities
 Florida Building Code
 Florida Concrete Products Association
 Florida Department of Transportation - ADA/Accessibility Procedure
 Florida Department of Transportation - Asbestos Management Program Procedure
 Florida Department of Transportation - Building Code Compliance Procedure

Florida Department of Transportation – Design Build Procurement and Administration
Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
Florida Department of Transportation - Structures Manual
Florida Department of Transportation - Design Standards
National Concrete Masonry Association
National Electrical Code (current edition)
National Fire Protection Association - Life Safety Code (current edition)
Portland Cement Association - Concrete Masonry Handbook

Intelligent Transportation Systems

Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways <http://www.dot.state.fl.us/rddesign/FloridaGreenbook/2007/2007FloridaGreenbook.pdf>

Supplemental Florida's Turnpike standards for the design and construction of the Florida's Turnpike mainline improvements from Griffin Road to Peters Road:

Florida's Turnpike Plans Preparation and Practices Handbook

Florida's Turnpike Traffic Pacing Design Guide Drawings

Florida's Turnpike Lane Closure Policy

Florida's Turnpike Drainage Manual Supplement

Florida's Turnpike Rigid Pavement Design Guide for SunPass Only / Express Lanes

Traffic Monitoring:

FHWA Traffic Detector Handbook

FDOT General Interest Roadway Data Procedure

FHWA Traffic Monitoring Guide

FDOT's Traffic/Polling Equipment Procedures

AISC Manual of Steel Construction, referred to as "AISC Specifications"

American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting

AASHTO AWS D1.1/ANSI Structural Welding Code – Steel

AASHTO D1.5/AWS D1.5 Bridge Welding Code

Chapter 62-302 Florida Administrative Code - Surface Water Quality Standards

Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) and Guideline Handbook

Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005

2.20 Services to be performed by the DEPARTMENT

When appropriate the DEPARTMENT will provide project data currently on file.

Regarding Surveying Services:

- Provide a number sequence for each survey field book required for the project.
- Provide the Primary and Secondary Horizontal and Vertical control for the project.
- Approve all surveyed roadway centerline alignments prior to being used by the Prime Design Consultant.
- Provide phase reviews of the survey data and phase reviews of the survey elements within the plans.

Regarding Environmental Permitting Services:

- Approve all contacts with environmental agencies.
- Provide general philosophies and guidelines of the DEPARTMENT to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
- Provide the appropriate signatures on application forms.

Provide letters of authorization designating the CONSULTANT as an agent of the DEPARTMENT in accordance with F.S. 327.274.

Provide phase reviews of plans and engineering documents.

Provide access for the CONSULTANT *and the COUNTY* to utilize the DEPARTMENT's Information Technology Resources.

Furnish all Department agreements with Utility Agency Owner (UAO).

Furnish all certifications necessary for project letting.

Provide all information that may come to the DEPARTMENT pertaining to future improvements.

Provide Pavement Coring Information.

Provide necessary Geotechnical Support

2.21 Services to be performed by the COUNTY

Provide general philosophies and guidelines of the COUNTY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the COUNTY with input from the DEPARTMENT.

When appropriate the COUNTY will provide project data currently on file.

Approve design speed shown in the Typical Section Package.

Obtain any Joint Project Agreements (JPA's) needed throughout the project.

Approve all contacts with environmental agencies regarding Environmental Permitting.

Provide the appropriate signatures on Environmental Permitting application forms.

Provide letters of authorization designating the CONSULTANT as an agent of the COUNTY in accordance with F.S. 327.274.

Provide reviews of plans and engineering documents with written comment.

Provide all information that may come to the COUNTY pertaining to future improvements.

3 PROJECT COMMON and PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4.0 Roadway Analysis through 32.0 Noise Impact Design Assessment. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. If necessary, at the 60% plans submittal, the DEPARTMENT's current Long Range Estimate (L.R.E.) will be marked-up by the CONSULTANT and provided to the District Preliminary Estimates Office. Once the quantities have been developed (beginning at 60% plans and no later than 100% plans) the CONSULTANT shall be responsible for inputting the pay items and quantities into

TRNS*PORT PES (Proposal Estimating System) through the use of the DEPARTMENT's Designer Interface. A Summary of Pay Items sheet shall be prepared with all required Phase II and IV Plans submittals. Within TRNS*PORT, the CONSULTANT shall run a Project Edit Report for the project at Phase IV just prior to submitting the plans to the DEPARTMENT for review. This program outputs invalid pay items that may be erroneously loaded for a project.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. ***Technical Special Provisions are not anticipated. If Technical Special Provisions are needed they will be submitted with Phase II and IV Plans submittals.***

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the District Specifications Office for initial review at the time of the Phase IV plans review submission to the DEPARTMENT's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Package. The District Specifications Office will forward the Technical Special Provisions to the District Legal Office for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be electronically signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings: Includes meetings with ***the COUNTY, the DEPARTMENT***, and/or Agency staff, between disciplines and sub consultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the ***COUNTY and the DEPARTMENT*** that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in

designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by federal design criteria are followed with the **COUNTY** concept, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for the project. The CONSULTANT shall submit a Quality Control Plan for approval. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the **COUNTY**, with each submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the **COUNTY or DEPARTMENT**, a sub consultant may perform Independent Peer Reviews. ***It is not anticipated.***

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents. ***Includes all efforts to coordinate with Escambia County staff as part of the Transportation Regional Incentive Program (TRIP) Joint Program Agreement (JPA) between the DEPARTMENT and the COUNTY.***

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope ***as directed by the COUNTY.***

3.1 Public Involvement

This project has been determined to be a Community Awareness Plan (CAP) Level 3 project with a minimum of one (1) Public Meetings/Workshops. This type of project has a widespread impact to the traveling public and will typically include substantial impacts to access and a noticeable degree of traffic disruption. Examples are major roadway widening and reconstruction, major bridge replacements, permanent access management changes, and other construction activities that require long term road closures.

Public Involvement tasks 3.1.1 to 3.1.12 will be performed by the CONSULTANT as directed by the COUNTY. Public Involvement activities will be minimal until after the right of way requirements have been identified and the Phase II (60%) submittal.

3.1.1 Community Awareness Plan

The CONSULTANT will develop a Community Awareness Plan (CAP) as directed by the COUNTY.

With COUNTY approval, the CONSULTANT shall prepare the CAP in accordance with Department Guidelines. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the ***COUNTY's and DEPARTMENT'S*** proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. In addition to the benefits of advance notification, the process should allow the ***COUNTY and the DEPARTMENT*** to resolve controversial issues during the design phase. Three areas of specific concern are: (1) Influences on access to businesses and residences, (2) Drainage, (3) Maintenance of Traffic during construction.

3.1.2 Notifications

Phase Submittal Notifications:

The COUNTY will submit plan submittals to other local government officials. The CONSULTANT will submit plan submittals to the DEPARTMENT.

The CONSULTANT is not expected to submit plans to local government officials for review. The COUNTY will be responsible to gather input from local government officials and provide written comment to the CONSULTANT. Each comment or request provided by the COUNTY or DEPARTMENT or others shall be written and evaluated by the COUNTY and discussed with the CONSULTANT. Responses will be prepared by the CONSULTANT for COUNTY. All comments or requests shall be responded to in writing within thirty days of receipt of comments.

3.1.3 Preparing Mailing Lists

Project & Public Meeting Notifications:

After the Phase II (60%) plan submittal, the mailing list shall be prepared by the CONSULTANT to include all affected parties. The intent is to contact the parties through mass mailings or hand delivered flyers. Media in the project area will also be identified and placed on the mailing list to be used for news releases, advertisements or any concerns. ***The mailing list for the mail-out will be submitted to the COUNTY's Design Project Manager and the County Public Information Office for review and approval. Additionally***, the mailing list for the mail-out will be submitted to the DEPARTMENT's Design Project Manager and the District Public Information Director for review and approval.

Project & Public Meeting Notifications/Mail-outs should provide:

- Road Number and Local Road Name
- Project Limits
- A Project Map
- Type of Work
- Construction Cost Estimate, (if applicable)
- Construction Letting Date, (if applicable)
- Estimated Duration of Construction, (if applicable)
- COUNTY and CONSULTANT contact persons
- Meeting Date, Time, Location, and Format (if applicable)
- Meeting Location Map (if applicable)

These mail-outs shall be prepared by the CONSULTANT for ***the COUNTY Design Project Manager's signature for all elected public officials, non-elected public officials and property owners/tenants. Letters shall be on letterhead determined by the COUNTY Design Project Manager.***

The CONSULTANT must review all letters and notices to ensure accuracy, spelling, and that notices are sent to the person currently holding the public official positions.

Mail-out to Public Officials:

Notification will be made to elected and appointed officials by ***the COUNTY***. The notification to the public officials will include a copy of the notice prepared for the Property Owners. This notification shall be emailed by the ***COUNTY*** no less than 15 days before a public meeting/workshop or following the Phase II distribution for CAP II projects without a public meeting/workshop.

Public Officials who are to receive notification of projects and public meetings/workshops shall include, (but not be limited to):

Federal/State
Legislative Delegation/Congress (Federal & State)

Water Management Districts
US Post Master
Florida Highway Patrol (Major & Commander)
*especially if Troop Headquarters is located in municipality

County

County Manager
County Public Information Director
County Commissioners
County Public Works Director
County Engineer
County Emergency Management Director
Sheriff's Department
Sheriff's Department Public Information / Public Affairs
County Airport Director
County Seaport Director
County Public Transit System
County Schools Superintendent
Transportation Director
Public Information Director
Fire & Rescue Departments

Regional

Regional Planning Council
Florida-Alabama TPO

Mail-out to Property Owners:

After the Phase II (60%) plan submittal, a notification will be written and sent to all property owners and business operators whose property or business lies in whole or in part within a minimum of 300 feet of the centerline of the project. In addition, the CONSULTANT must be sure to include any businesses or neighborhoods located down side roads that may be impacted by the project. The CONSULTANT shall utilize Direct Mail Services, Tax Collector Office, ***County GIS*** and/or any other source to identify and obtain the address of property owners and business operators along the project. ***The COUNTY will assist by providing the latest GIS files to the CONSULTANT.*** The CONSULTANT will pay for the postage. This notification shall be mailed by the CONSULTANT no less than 10 days before the meeting/workshop.

Media Notification (for projects with Public Meetings/Workshops):

- ***After the Phase II (60%) plan submittal***, draft news releases will be prepared by the CONSULTANT and sent to the District Public Information Office for publishing during the week of Public Information Meetings/Workshops. Any press release or advertisement will indicate that the meeting/workshop is a DEPARTMENT activity and will be coordinated by the CONSULTANT. Two

(2) newspaper display advertisements no less than (4"X6" inch) with graphic will be published in the local section, the first shall be 14 days in advance of the meeting/workshop, and the second will be the day before the meeting/workshop date. If there is not a daily newspaper in the area, notice must run on publishing day if it falls prior to the Meeting/Workshop date.

- *After the Phase II (60%) plan submittal*, in addition, notice of public meetings/workshops must be posted in the Florida Administrative Weekly a minimum of 21 days prior. These notices shall be developed and paid for by the CONSULTANT after being approved by the DEPARTMENT.
- *After the Phase II (60%) plan submittal*, the CONSULTANT shall pay the cost of all media notifications.

3.1.4 Median Modification Letters (Not applicable to this project)

3.1.5 Driveway Modification Letters

After the Phase II (60%) plan submittal, the CONSULTANT shall prepare a driveway modification letter to be sent to property owners along the corridor where driveway modifications are proposed. In addition, the CONSULTANT shall prepare a sketch of each proposed driveway modification for inclusion in the letter. Driveway modifications will be closely coordinated with and approved by the COUNTY and the DEPARTMENT. The letters will be on DEPARTMENT letterhead and signed by the DEPARTMENT's Design Project Manager. This task is further discussed in Section 4.3 Access Management.

The CONSULTANT shall pay postage for these letters and will be responsible for the physical mail-out effort (printing, envelope stuffing, stamping, etc.).

3.1.6 Newsletters

After the Phase II (60%) plan submittal, the CONSULTANT shall prepare newsletters for distribution to specified affected parties as identified by the DEPARTMENT. The CONSULTANT shall pay postage for these letters and will be responsible for the mail-out preparation effort (printing, envelope stuffing, stamping, etc.). The letters will be sent by the DEPARTMENT or distributed at the Public Information Meeting.

3.1.7 Renderings and Fly-Throughs

After the Phase II (60%) plan submittal, the CONSULTANT shall prepare one aerial roll plot renderings with the preferred suburban four-lane with bike lanes and sidewalks. Revisions and updates are not anticipated. One aerial roll plot rendering will be provided per public meeting/workshop.

3.1.8 PowerPoint Presentations (Not applicable to this project)

PowerPoint presentations for use in public meetings/workshops, *Board of County Commission Meetings, Committee of Whole Meetings or Town Hall Meetings are not anticipated.*

3.1.9 Public Meeting Preparations

After the Phase II (60%) plan submittal, the CONSULTANT will investigate potential meeting sites to advise *the COUNTY and* the DEPARTMENT on their suitability. The CONSULTANT will pay all costs for meeting site rentals and insurance. The CONSULTANT shall be aware *previous Public Meetings have been held at Plainview Baptist Church*. Prospective sites for the meeting shall be convenient to residents along the corridor and shall be inspected for suitability. Consideration shall be given to capacity, lighting, and other physical characteristics that may influence the selection of the site. The site shall meet ADA standards and the CONSULTANT shall provide signs to indicate the location of the available handicapped accesses.

Room size will be based on the number of mailouts. The proposed meeting site shall be presented to the *COUNTY and* DEPARTMENT for approval prior to the CONSULTANT negotiating use of the site.

After the Phase II (60%) plan submittal, in preparation for the Public Meeting, the CONSULTANT shall provide:

- Project *Newsletter/Information/Fact Sheets (Task 3.1.6)*
- Script or Agenda for any planned presentation (if applicable) *(Task 3.1.8)*
- All necessary graphics and displays (see requirements below) *(Task 3.1.7)*
- Meeting equipment set-up and teardown
- Legal and/or display advertisements.

After the Phase II (60%) plan submittal, the CONSULTANT shall prepare all materials, displays, and/or wall graphics for use during the meeting. These include but are not limited to the following:

- Self-addressed comment forms to allow attendees to provide written comments within 10 days after the Public Information Meeting/Workshop. The Engineer of Record (EOR) shall be listed as the contact for all comments.
- Sign-in sheets
- One (1) foam board (36"X24") (or a display similar in nature) displaying a typical section. The drawing shall be in color with computer images of automobiles, bicycles, and/or pedestrians occupying the designated travel areas.
- One (1) foam board (36"X24") (or a display similar in nature) displaying a computer enhance photograph utilizing an existing conditions photo to reflect proposed conditions. This may be combined with the typical section foam board.
- Project plan view shall be on (36"X24") foam boards or rollouts (or a display similar in nature). For projects of substantial length, projects can be rolled out on

tables or placed on the wall. The photo or roll-outs shall be a legible scale, raster drawings, to scale aerial photos, or colored CADD drawings with the following information:

- * existing right-of-way lines
- * proposed right-of-way lines
- * proposed pavement markings (pavement should be black or gray with the correct color of pavement markings (white or yellow)
- * existing structures adjacent to the roadway (homes, businesses, etc.)
- * proposed driveway and median openings
- * proposed ponds designated as wet or dry
- * designation of proposed signalized intersections.

All displays may depict the CONSULTANT logo but shall depict the DEPARTMENT's *or the COUNTY'S* logo at an equivalent or larger dimension.

The CONSULTANT shall be aware that along with the mail-outs described in Section 3.1.3, all of the above deliverables must be submitted to the DEPARTMENT *and COUNTY* well in advance of the mail-out and meeting/workshop to allow time for review, approval, and signatures if necessary.

3.1.10 Public Meeting Attendance and Follow-up

The purpose of the FDOT / *COUNTY* Public Information Meeting/Workshop is to present to the public the results of the detailed design for the project and receive comments on the proposed design.

After the Phase II (60%) plan submittal, the CONSULTANT shall provide all support necessary for the DEPARTMENT *and the COUNTY* to hold a Public Information Meeting/Workshop. The CONSULTANT is expected to actively participate in all portions of the meeting. Conducting the meeting will take knowledgeable CONSULTANT staff and will require enough staff members to handle the crowd anticipated for the meeting.

The CONSULTANT shall also provide office support personnel to ensure attendees register (CONSULTANT must provide a sign-in sheet with space available for the person's name, address, and telephone number).

Briefing of the DEPARTMENT Design staff *and the COUNTY Staff* by the CONSULTANT (who will be on hand during the meeting) will be done twice. The first time is to be at least seven days prior to the meeting and the second time will be just before the meeting to make sure the staff is up to date on the project and understands the project well enough to discuss it with the public and to answer questions.

FDOT / *COUNTY* Public Information Meetings/Workshops are held between the 60% - 90% plans stage. A second meeting will **not** be required closer to the Final Plans stage. Depending on the amount of time spent "on-the-shelf", an additional meeting may be

required six (6) months prior to letting, however, staff hours for this effort will be negotiated at the appropriate time.

The meeting format will be informal allowing the public to come and go. The meeting will be scheduled for one (1) hour in length. Although the meeting is scheduled for a one (1) hour period, the CONSULTANT staff will be available for some time before and/or after those set hours in order to maintain public contact, etc.

Proper signage using display boards no smaller than 2'X2' will be displayed near and on the site directing participants to the meeting place. In addition, the site must meet ADA standards and the CONSULTANT shall provide signs to indicate the location of the available handicapped accesses.

If issues are identified by participants at the meeting, their significance will be determined by the CONSULTANT and the DEPARTMENT *and the COUNTY*; i.e., are the issues valid enough for further consideration or do they have elements which may require further consideration.

Addressing the issues and responding to them is also an integral part of the meeting process. This is to be accomplished by the CONSULTANT. The CONSULTANT shall prepare responses to the issues on DEPARTMENT *or COUNTY* letterhead to be signed by the Assistant District Design Engineer *or COUNTY Design Project Manager*. The CONSULTANT shall pay for the postage. The DEPARTMENT *or the COUNTY* shall review and approve all response letters prior to mailing. Elected Public Officials require a 48 hour response time and will require signature by the District Secretary.

3.1.11 MPO Meetings/Board of County Commission Meeting(s), Committee of a Whole (Not applicable to this project)

Participating in public meetings/workshops, Board of County Commission Meetings, Committee of Whole Meetings or Town Hall Meetings are not anticipated.

Participating and attending local governing authorities and Transportation Planning Organization (TPO) meetings is not anticipated.

3.1.12 Web Site

The CONSULTANT will update the existing website with a one page summary for the County's web site. The one page summary will give a project history, project description, and answer frequently asked questions. The one page summary may be used as a newsletter for public meetings.

3.2 Joint Project Agreements

Joint Project Agreements (JPA's) are anticipated. The COUNTY will obtain JPA's.

The CONSULTANT will need to be included in all coordination, meetings, etc., required to include Joint Project Agreement (JPA) in contract plans package including all necessary revisions/modifications to contract documents to ensure plans compatibility.

3.3 Bid and Specifications Package Preparation

After the Phase II (60%) plan submittal,, the CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work. The CONSULTANT must have completed the Specifications Package Preparation Training for Consultants before using the Specs on the Web application. The District Specifications Office can be contacted for more information.

All current special provisions and supplemental specifications can be found on the DEPARTMENT'S Internet web site at the State Specifications Office Web Page (<http://www.dot.state.fl.us/specificationsoffice/>) under the Standard Specifications for Road and Bridge Construction and Implemented Modifications. The DEPARTMENT will post permits/utility schedules obtained by the DEPARTMENT to their Specifications Web site for informational purposes. The actual work effort will entail utilization of the Specs on the Web electronic files, including updates of new files that may be issued from time to time as mandatory revisions, and assembling the package in accordance with the DEPARTMENT's Specification Package Preparation Training. The DEPARTMENT may also require inclusion of special provisions necessary to convey particular DEPARTMENT needs. The DEPARTMENT has a database of previously approved Technical Special Provisions that may be used as a basis of formulation of any proposed Technical Special Provisions.

The Standard Specifications, for Road and Bridge Construction and, Special Provisions or Supplemental Specifications from the applicable workbook of implemented modifications may not be modified unless absolutely necessary to control project-specific requirements. Two (2) copies of any modified Special Provisions are to be submitted. One (1) copy will show the redline strikethrough format and One (1) signed and sealed copy will be clean with accepted changes. Provide justification of the project specific need, and coordinate with the District Specifications Office, justification of the project specific need, and coordinate with the District Specifications Office, who will obtain District Legal input, and approval by the State Specifications Engineer, prior to inclusion in the final project specifications package.

Contact the District Specifications Office for formatting requirements and the availability of a Technical Special Provision for the anticipated work on the project. Each modification must be justified to the DEPARTMENT's Specifications Office to be included in the project's Specifications Package as Technical Special Provisions. Technical Special Provisions shall be submitted in conformity with FDOT Handbook for Preparation of Specifications Packages and FDOT Procedure No. 630-010-005-a. If any portion of the project is Federally funded, all Technical Special Provisions must also

conform to Chapter 23, Part 635 of the Code of Federal Regulations for this project. At the Phase IV plans submittal, the CONSULTANT shall submit a draft of the proposed Technical Special Provisions to the District's Specifications Office. Submittal shall be coordinated through the District's Project Manager.

For Both Class 1 (State) and Class 7 (District) Contracts the following is required:

As required in Chapter 20 of the Plans Preparation Manual, within the electronic final plans package submittal (Project CD), submit a complete Specifications Package and the Workbook generated via Specs on the Web that was used to compile the Specifications Package.

This submittal shall include:

One Electronically Signed and Sealed Spec Package and the documents generated from using the current version of the Professionals' Electronic Data Delivery System (PEDDS) software. One copy of the quality control review conducted for the submittal a copy of the signed and sealed plans and a copy of the incentive/disincentive cost amounts and backup documentation. The submittal shall occur nine (9) weeks prior to the "Contract Package to Tallahassee" date for Class 1 projects, or the "Transmit Package to Letting" date for Class 7 projects.

The District Specifications Office will review the Specifications Package and provide input for the Consultant's consideration. The Consultant shall respond in writing to the comments within 10 days and provide a corrected Specifications package, any corrected plan sheets and a copy of the quality review conducted for the changes.

Any Plan Revision, Mandatory Specification Revision or any other change occurring after the "Transmit Package for Letting" Date that requires a Supplemental Specifications Package, will be the responsibility of the CONSULTANT.

For projects to be let together or "goes with projects", the CONSULTANT for the lead project will be responsible for compiling the Specifications Package and any required Supplemental Specifications Packages. Technical Special Provisions will be the responsibility of the CONSULTANT for that project which requires the TSP.

It is the intent of the DEPARTMENT that the Specifications Package and any Supplements be prepared by & signed and sealed by the Engineer of Record preparing the project plans, except as noted above for projects being let together. In this case, the Engineer of Record for the lead project will be required to sign and seal the Specification Package and any required Supplements.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute sub consultant agreements, etc.

3.5 Value Engineering (Multi-Discipline Team) Review (Not applicable to this project)

A Value Engineering Study is not anticipated to be a requirement.

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update Services (Not applicable to this project)

A Plans Update Service is not anticipated at this time.

The effort needed for Plans Update services will vary from project to project depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

The CONSULTANT shall perform engineering analyses and/or make revisions to original plans and documents, as requested by the DEPARTMENT *or the COUNTY*, to reflect additions, deletions and/or modifications prior to and subsequent to letting.

Staff hours negotiated for this task during the initial staff hour and fee submittal will include efforts necessary to kick-off Plans Update Services due to an accelerated schedule. It is recommended that the CONSULTANT coordinate with the *COUNTY and DEPARTMENT* Contract Managers to differentiate the staff hours for the Plans Update effort in the Automated Fee Proposal (AFP) from the Basic Services effort. Staff hours for the remainder of the anticipated Plans Update Services will be negotiated following Basic Services and at the time that the plans come "off the shelf".

Note: All services will be agreed upon by the DEPARTMENT *and the COUNTY*.

3.8 Post Design Services (Not applicable to this project)

Post Design Services is not anticipated at this time.

Staff hours and fees for Post Design Services are normally submitted and negotiated post-letting and in advance of the Pre-Construction Conference *due to unidentified issues that may present themselves during the Design phase*.

Identifying the effort needed for post design services will vary significantly from project to project depending on size and complexity of the project. The approach described herein assists the DEPARTMENT *and the COUNTY* in determining an initial estimate of the work effort needed for the Engineer of Record (EOR) to support the DEPARTMENT *and the COUNTY* in the construction of a project.

Post Design Services include Construction Assistance and Review of Shop Drawings as noted below. In addition, these services are included for the CONSULTANT to attend and provide information at the preconstruction meeting. Subsequent construction field meetings are to be attended as required. The frequency of meetings shall be based on the complexity of the project and as directed by the DEPARTMENT *and COUNTY*.

With regards to post design services the EOR will be required to respond to any request from the Contractor within 24 hours. This does not mean that the issue will be resolved; it simply means that the EOR has received the request, states an immediate course of action, and begins the communication process.

The activities associated with Post Design Services can be characterized as the following:

Meetings: The EOR is expected to attend all pre-construction meetings as well as those regularly scheduled meetings throughout the construction phase when deemed necessary by the Construction Project Manager.

Construction Assistance: This includes responses to Requests for Information (RFI), interpretation of construction plans and documents, and engineering solutions to changed conditions encountered in the field. Site visits shall be made by the EOR consultant when agreed upon with the Department's Construction Project Manager. The CONSULTANT shall provide to the DEPARTMENT qualified representation during the construction phase to address issues concerning the intent and interpretation of the construction contract plans and documents prepared in the work. From time to time during construction the CONSULTANT may be requested by the DEPARTMENT or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications

Plan Revisions: This includes effort required to provide revised plan sheets reflecting any changes made during the Right-of-Way Acquisition or Construction phases of a project. During Right-of-Way or Construction phases, the Consultant may be requested by the Department to review proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

Shop Drawing Review: This includes review of shop drawings and erection plans for all components supplied by the contractor and required by the bid documents. For all independently supported sign structures of which the contractor is

responsible, the consultant will review and check all the foundation, sign structure design, and shop drawings submitted by the contractor. Shop drawing reviews shall be performed by the CONSULTANT in accordance with the Standard Specifications for Road and Bridge Construction.

Post design services may also include:

- Reestablishment of the original survey control just prior to construction (Refer to Section 5-7.1 of the Standard Specifications for Road and Bridge Construction).
- Flagging R/W for acquisition
- Monumentation of the R/W after construction is complete for projects with right-of-way acquisition
- Comprehensive utility coordination and conflict resolution during construction.

Note: All services will be agreed upon by the DEPARTMENT'S Construction Project Manager and approved by the DEPARTMENT'S Design Project Manager.

Post Design services are not intended for instances of CONSULTANT errors and/or omissions. The fee(s) for these services shall be established if and when said services are required.

3.9 Electronic Delivery

The CONSULTANT shall deliver final contract plans in electronic format using the DEPARTMENT's Electronic Delivery software. The final contract plans shall be electronically signed and sealed files delivered to the DEPARTMENT on acceptable electronic media, as determined by the DEPARTMENT. *One copy will be delivered to the COUNTY.*

3.10 Other Project General Tasks (Not applicable to this project)

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall provide an approved signed and sealed Typical Section Package to be submitted to the DEPARTMENT for review and concurrence prior to the Phase I plans submittal date. This package shall include the following:

Transmittal Letter, Location Map(s), Typical Section(s) (including bridge sections), Project Control Sheet(s)

No more than three typicals are anticipated.

- Four lane with median from Pine Forest to Untreiner
- Two lane side street
- Two lane side street with left turn lane

4.2 Pavement Design Package

Pavement Evaluation (including coring, testing, and preparing the report) will be provided as directed in Section 30.20 of this Scope of Services.

In order to minimize the effort required for this task, the CONSULTANT will be provided the Pavement Core information, Construction Plans and associated reports to assist with the development of the Pavement Design for SR 10 (US 90A/Nine Mile Road) 3R from CR 97 (Pine Cone Drive) to Escambia River Bridge (FPID No.: 416940-1-32-01).

The CONSULTANT shall provide an approved Pavement Design Package in accordance with applicable FDOT pavement design manuals along with the Phase I (30%) plans submittal. *Two (2) pavement designs are anticipated for this project. One (1) for the suburban Nine Mile Road section and one (1) for the rural side streets.* The Pavement Design shall comply with the most recent version of the FDOT Pavement Design Manual. The CONSULTANT may contact the District Materials Office to obtain a copy of the Department's Pavement Design Package Requirements.

The CONSULTANT shall provide the District Materials Office the opportunity to review the Pavement Design. The Pavement Design shall be submitted for concurrence, prior to plan implementation. *One copy will be delivered to the COUNTY.*

The CONSULTANT shall consider the number of lifts and constructability when designing the pavement mix. The CONSULTANT shall consider these issues, as construction plans are prepared. The CONSULTANT shall provide an approved Pavement Design Package for DEPARTMENT concurrence prior to the Phase II Plans submittal date. *One copy will be delivered to the COUNTY.*

4.3 Access Management

The CONSULTANT shall incorporate access management standards for each project in coordination with DEPARTMENT staff. The degree of application shall be performed by the CONSULTANT in agreement with the *DEPARTMENT's Design Project Manager* after taking into consideration the effort of work as well as whether the project is located on an FIHS (or SIS) corridor. Access management standards shall be implemented on all *new construction or widening* projects located on the FIHS (or SIS) corridor. Along non-FIHS corridors (or SIS), access management standards shall be applied on all multi-lane reconstruction projects or projects affecting the roadway classification. However, the degree of implementation shall be carefully considered for RRR projects. For those types of projects, access management standards should be more

location/site specific. Access Management considerations should be developed after review of historic crash data for specific locations along the roadway. When access management criteria is applied, the CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings proposed to be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation *at the Department's first review (Phase I or Phase II) of the plans* submittal.

The DEPARTMENT shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the CONSULTANT.

Unused/nonfunctional driveways may need to be replaced with curb and gutter when future use of the driveway is not feasible. The CONSULTANT will be responsible for notifying property owners in writing prior to altering or removing driveways. The CONSULTANT shall coordinate this activity with the DEPARTMENT's Design Project Manager prior to notifying the property owners. The CONSULTANT's notification will be via a prepared letter, on FDOT letterhead, requesting permission to alter or remove any driveways as appropriate. The DEPARTMENT's Design Project Manager or District Consultant Project Management Engineer will sign the letter(s). Driveway widths should be evaluated to determine if improvements are warranted to provide better refuge for pedestrians on the sidewalk or to improve safety at intersections. The design should comply with Rule 14-96, Connection Permit Applications, and Rule 14-97, Access Management.

4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, *Florida's Safe Mobility for Life Program requirements*, access management, PD&E documents and scope of work.

4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the CADD manual.

4.6 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, *roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within the clear zone, and traffic monitoring sites*. Special consideration shall be given to the construction of the drainage system when developing the construction phases.

Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction *or relocation* of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

Prior to negotiating staffhours for this task, the CONSULTANT must work with the DEPARTMENT Design Project Manager to determine if the Area Operations Engineer will provide lane closure restrictions for this project. At the discretion of the Area Operations Engineer, the CONSULTANT shall conduct the lane closure analysis to determine work conditions when no lane closures will be allowed.

The Traffic Control Plan shall be prepared by a certified designer who has completed the DEPARTMENT'S training course, and in accordance with the DEPARTMENT'S Design Standards and the Roadway Plans Preparation Manual.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the DEPARTMENT's Design Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DEPARTMENT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

4.7 Master TCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files (for Level II and Level III only) showing each phase of the Traffic Control Plan.

4.8 Design Variations and Exceptions

Design Variations and Exceptions may be required, but not anticipated.

If available, the DEPARTMENT shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variations and/or Design Exceptions. ***This information shall be submitted to the DEPARTMENT'S Design Project Manager upon completion. Known conditions that may warrant a Design Variation or Exception (if any) are listed in Section 2.1 of this document. See Section 2.18 for timeline requirements for submitting these requests.***

4.9 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. *An ADA Survey Report is not required.*

The CONSULTANT shall submit to the DEPARTMENT at Phase II (60%) and Phase IV (100%) design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the DEPARTMENT.

4.10 Computation Book and Quantities

The CONSULTANT shall prepare the Computation Book and various summary of quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including *proposed* construction days *and total contract time*.

4.11 Cost Estimate

The CONSULTANT shall be responsible for inputting pay items and quantities into the DEPARTMENT'S Transport System. The project shall be established in this system by Phase I (30%). Phase II (60%) submittal shall have all pay items identified with or without quantities. (If quantities have not been determined at this point, the CONSULTANT shall load a quantity of "1.0".) If requested, for the Phase II (60%) submittal, the CONSULTANT shall review the DEPARTMENT's Long Range Estimate (L.R.E.) and provide a marked-up copy to the District Preliminary Estimates Office. At Phase IV (100%) the CONSULTANT shall have all quantities loaded, with only minor change anticipated at subsequent submittals. The complete submittal package will be provided to the District Preliminary Estimates Office at Phase IV (100%). The above shall be provided for each component set of plans (i.e., Roadway, Bridge, Signing and Marking, etc.).

4.12 Technical Special Provisions

4.13 Other Roadway Analysis

4.14 Field Reviews

4.15 Technical Meetings

4.16 Quality Assurance/Quality Control

4.17 Independent Peer Review (Not anticipated to this project)

4.18 Supervision

4.19 Coordination

5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Drainage, Traffic Control, Utility

Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

On some projects, traffic monitoring sites may have to be included. The CONSULTANT shall be responsible for locating all quantities for the installation and/or removal of a traffic monitoring site(s) and showing the location of the site(s) on the Key Sheet and plan sheets (as applicable). The DEPARTMENT shall be responsible for providing the location to the CONSULTANT.

Contamination – All underground fuel tanks and monitoring wells within the proposed right-of-way are to be located and shown/tabulated in the plans. All piping and pumps in association with the tanks shall also be located and identified by the survey. The CONSULTANT shall relay to the DEPARTMENT any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination or hazardous material.

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items Including Quantity Input**
- 5.3 Drainage Map**
- 5.4 Interchange Drainage Map** (Not applicable to this project)
- 5.5 Typical Section Sheets**
- 5.6 General Notes/Pay Item Notes**
- 5.7 Summary of Quantities**
- 5.8 Box Culvert Data Sheet**
- 5.9 Bridge Hydraulics Recommendation Sheets** (Not applicable to this project)
- 5.10 Summary of Drainage Structures**
- 5.11 Optional Pipe/Culvert Material**
- 5.12 Project Layout**
- 5.13 Plan/Profile Sheet**
- 5.14 Profile Sheet** (Not applicable to this project)
- 5.15 Plan Sheet** (Not applicable to this project)

- 5.16 Special Profile** (Not applicable to this project)
- 5.17 Back of Sidewalk Profile Sheet**
- 5.18 Interchange Layout Sheet** (Not applicable to this project)
- 5.19 Ramp Terminal Details (Plan View)** (Not applicable to this project)
- 5.20 Intersection Layout Details**
- 5.21 Miscellaneous Detail Sheets** (Not applicable to this project)
- 5.22 Drainage Structure Sheet (Per Structure)**
- 5.23 Miscellaneous Drainage Detail Sheets**
- 5.24 Lateral Ditch Plan/Profile** (Not applicable to this project)
- 5.25 Lateral Ditch Cross Sections** (Not applicable to this project)
- 5.26 Retention/Detention Ponds Detail Sheet**
- 5.27 Retention Pond Cross Sections**
- 5.28 Cross-Section Pattern Sheet**
- 5.29 Roadway Soil Survey Sheet**
- 5.30 Cross Sections**
- 5.31 Traffic Control Plan Sheets**
- 5.32 Traffic Control Cross Section Sheets**
- 5.33 Traffic Control Detail Sheets**
- 5.34 Utility Adjustment Sheets**
- 5.35 Selective Clearing and Grubbing** (Not applicable to this project)
- 5.36 Erosion Control Plan**
- 5.37 SWPPP**
- 5.38 Project Control Network Sheet**

5.39 Environmental Detail Sheets (Not applicable to this project)

5.40 Utility Verification Sheet (SUE Data)

5.41 Quality Assurance/Quality Control

5.42 Supervision

6 DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

The CONSULTANT shall field inspect the project for the structural condition of all side drains, cross drains, and drainage under the roadway area and make recommendations concerning repairs, extensions, replacement/upgrade, or removal of such facilities. Drainage structures shall be assessed and designed to meet clear zone requirements within existing right of way or a Design Variation or Exception must be obtained. Culverts that warrant replacement shall be itemized and detailed as appropriate in the construction plans. The CONSULTANT shall contact and document discussions with the DEPARTMENT's local Maintenance Office regarding historical drainage problems in the project area.

The CONSULTANT shall develop a drainage map based upon available information and field reviews. The available information should consist of old Florida Department of Transportation Plans, USGS Quadrangles, USGS Studies, NFWFMD Studies, FEMA Studies, Local Government Agency Studies or Contours, etc. The drainage map should be included in the Hydraulic Design Study. The Hydrology should be by regional or local regression equations, or by the rational method. An assumed velocity should not be used. The CONSULTANT shall document the Drainage Design in the Drainage Design Study (23CFR650A). The Design Study should show that the design requirements of the DEPARTMENT and FHWA have been met.

The CONSULTANT has the responsibility for determining the need, appropriate locations, and sizes for water management facilities, and drainage outfalls.

In the areas of poor drainage, significant addition of impervious surface, or inadequacy of sufficient downstream conveyance, the CONSULTANT shall address the requirements of Ch. 14-86 F.A.C. Alternate detention facilities shall be conceptually designed, costed and presented to the DEPARTMENT for consideration. Detention facilities to be considered include open basins, underground pipes or vaults, and french drains. The DEPARTMENT will decide on the Alternate to be used.

Flood data requirements will be determined in accordance with DEPARTMENT procedures. Flood data will be required in plans under the following conditions 1) necessary for all structures that are being modified, 2) necessary for all structures that have a history of flooding or other hydraulic problems even if the structure is not to be modified, 3) necessary for structures that may not be modified but share a drainage basin with another structure being modified and are being impacted by such modification.

The CONSULTANT will consider alternate culvert materials in accordance with the DEPARTMENT's Drainage Manual.

Prior to Phase II (60%) plans submittal, the CONSULTANT shall meet with the District Drainage Engineer. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Drainage Design efforts.

The CONSULTANT shall provide the DEPARTMENT's District Drainage Engineer a signed and sealed Drainage Design Study. The study shall include a narrative description of existing and proposed drainage structures, conditions, and facilities, and a listing of environmental regulatory permits required. All hydrologic and hydraulic drainage computations for the design presented in the plans shall be included along with supporting design information such as drainage maps, geotechnical data (such as soil borings and permeability tests), and correspondence that directly affected design decisions.

The CONSULTANT *must* coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

6.1 Determine Base Clearance Water Elevation

Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

6.2 Pond Siting Analysis and Report

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the project's pond site analyses. Update PD&E Reevaluation Report to reflect existing conditions and regulatory requirements. The Drainage Manual provides specific documentation requirements.

6.3 Design of Cross Drains

Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6.4 Design of Roadway Ditches

Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation. Assumes no median ditches only roadside.

6.5 Design of Outfalls

Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)

6.6 Design of Stormwater Management Facility (Offsite Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond) (Not applicable to this project)

6.8 Design of Flood Plain Compensation Area (Not applicable to this project)

6.9 Design of Storm Drains

Develop a “working drainage map”; determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.

6.10 Optional Culvert Material

Determine acceptable options for pipe materials.

6.11 French Drain Design (Not applicable to this project)

6.12 Drainage Wells (Not applicable to this project)

6.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Analysis Report and Bridge Hydraulics Report.

6.14 Bridge Hydraulic Report (Not applicable to this project)

6.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6.16 Cost Estimate

6.17 Technical Special Provisions

6.18 Other Drainage Analysis

Existing basin analysis for Untreiner and Green Pit to comply with ERP.

- 6.19 **Field Reviews**
- 6.20 **Technical Meetings**
- 6.21 **Quality Assurance/Quality Control**
- 6.22 **Independent Peer Review** (Not applicable to this project)
- 6.23 **Supervision**
- 6.24 **Coordination**

7 UTILITIES

All Utility Coordination activities will be performed by the DEPARTMENT. The CONSULTANT will coordinate with FDOT Area Utility Manager regarding information needed.

7.1 Kickoff Meeting

Prior to any contact with the UAO(s), the CONSULTANT shall meet with the District Utility Office (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing UAO(s)

The CONSULTANT will identify all utilities in the corridor during the survey phase by calling Sunshine State One-Call of Florida (SSOCOF) and shall coordinate with each company to verify that all existing utilities are designated in the field prior to completing the topographic survey. As-built documentation shall be requested from each UAO for verification of complete designation, and a review will be made to ensure that field designated data is included on the Phase I plans. Proper identification of design coordination contact information shall be made during this activity.

The DEPARTMENT will assist in identifying all utilities in the corridor.

7.3 Make Utility Contacts

The CONSULTANT with assistance from the DEPARTMENT's Area Utility Manager will make contact and distribute plans to the applicable UAO's. The CONSULTANT will be responsible for providing the appropriate quantity of plans sets or CDs/DVDs to the Area Utility Manager. A memo requesting that the UAO's verify/mark all existing facilities will be sent along with the plans.

7.4 Exception Coordination (Not applicable to this project)

The DEPARTMENT will coordinate all necessary Utility Exceptions. The CONSULTANT will not be responsible for obtaining utility exceptions but will need to transmit the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Project Scope and/or the Concept Report (if applicable) to each UAO in order to identify any condition that may require a Utility Exception.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facility *relocations with the CONSULTANT and other UAOs*. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT will attend utility meetings as required for proper coordination of proposed design features. Field reviews shall be coordinated with the DEPARTMENT'S Area Utility Manager.

7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT will be responsible for reviewing and implementing identified utility locations into the plans as well as producing a Potential Utility Conflict Matrix. The Matrix will include location (station, offset, depth) of existing facilities in relation to proposed construction features, and will be submitted with the Phase II submittal. Subsequent phase submittals will require that the Utility Conflict Matrix be updated and submitted reflecting any design changes or new information.

7.8 Subordination of Easements Coordination (Not applicable to this project)

7.9 Utility Design Meeting

At a minimum of 3 weeks prior to the meeting, the CONSULTANT shall transmit *the required number of Phase II plans or CDs/DVDs to the Area Utility Manager for each of the* UAOs having facilities located within the project limits. *The DEPARTMENT'S Area Utility Manager shall coordinate with the DEPARTMENT'S Design Project Manager and schedule (time and place), notify participants, and conduct a Utility Design Meeting with all affected UAO(s). This meeting may be held in conjunction with the Post 60% Workshop described in Section 2.18.* The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The *CONSULTANT* shall keep accurate minutes of all meetings and distribute a copy to all attendees.

7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the *proposed design features. Review specific details of* markups

and schedules *with* the *Area Utility Manager* as required to *finalize the status of each potential conflict*.

7.11 Utility Coordination/Follow-up

Utility Coordination and Follow-up activities will be performed by the DEPARTMENT and the CONSULTANT if requested by the DEPARTMENT.

This includes follow-up, interpreting plans, and assisting *with coordination of* the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

Utility Constructability Review activities will be performed by the DEPARTMENT.

7.13 Additional Utility Services (Not applicable to this project)

All Additional Utility Services will be performed by the DEPARTMENT.

7.14 Processing Utility Work by Highway Contractor (UWHC) (Not applicable to this project)

Processing of any Utility Work by the Highway Contractor will be performed by the DEPARTMENT.

*As directed by the DEPARTMENT, the CONSULTANT shall assist with the determination of the DEPARTMENT's cost participation, attend additional coordination meetings, prepare, negotiate, and process UWHC agreements, review tabulation of quantities prepared by the UAO(s), prepare Summary of Pay Items (TRNS*PORT) for UWHC items, perform UWHC constructability and bidability reviews, and review and incorporate Technical Special Provisions (TSPs). This does not include utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.*

7.15 Contract Plans to UAO(s)

The CONSULTANT will be responsible for providing the appropriate quantity of plan sets to the Area Utility Manager for submittal to the UAO(s) at each Phase Submittal.

This includes transmittal of the *Final* contract plans as processed for letting. Transmittals to UAO(s) are by certified mail, return receipt requested.

7.16 Certification/Close-Out

Utility Certification will be performed after all Utility Work Schedules have been executed and the coordination of construction related issues has been completed by the DEPARTMENT.

Utility Coordination Close-Out will include archiving all project documents and files in an orderly fashion consistent with the DEPARTMENT's EDMS archiving process.

7.17 Other Utilities

This task includes effort to create and maintain the project's Utility Conflict Matrix. It also includes attending monthly County Utility Coordination Meetings.

The CONSULTANT shall prepare a Utility Conflict Matrix for all utilities which may be impacted by construction activities. An example Utility Conflict Matrix can be provided by the DEPARTMENT's Design Project Manager if necessary. The matrix will be required with the Phase II submittal and will be updated and submitted with every phase thereafter.

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit Coordinator and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.2 Complete Permit Involvement Form (Not applicable to this project)

8.3 Establish Wetland Jurisdictional Lines

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a DEPARTMENT project.

It is the intent of the Florida DEPARTMENT of Transportation (FDOT) to “preserve the quality of our environment.” In keeping with this portion of our Mission, the FDOT, District 3, has developed guidelines to assist the FDOT and our Consultant Designers in meeting environmental agency permit requirements. In general, MECHANICAL clearing and grubbing (construction activities) or VEHICULAR intrusion in jurisdictional wetlands requires a Dredge and Fill permit from the State and Federal permitting agencies for permanent or temporary impacts to wetlands.

It is the FDOT's intent to document impacts within the Limits of Construction (LOC) plus a “buffer zone” of 5 feet outside each LOC line. If the right of way line is within 5 feet of the LOC, then the impact is to the right of way line. The CONSULTANT is responsible for identifying if the footprint for construction of the project, as well as wetland impacts, can fit within the right of way.

The CONSULTANT is to stake or flag the State and Federal jurisdictional lines. A registered surveyor will be required to survey these jurisdictional lines. The consultant must remove all stakes or flags after the environmental permits are approved.

The contractor is to be provided, in the plans, survey points to delineate or flag the wetlands that are NOT TO BE IMPACTED. It is the contractor's responsibility to flag or stake these areas prior to construction beginning and maintain them throughout construction. The CONSULTANT will identify this responsibility of the contractor clearly in the plans.

The plans shall clearly show the jurisdictional lines(s). The jurisdictional areas that are impacted shall be clearly designated and noted "Construction activities allowed." Jurisdictional areas that are not to be impacted and are to remain undisturbed throughout construction should be clearly designated and noted "Construction activities not allowed."

The CONSULTANT shall include a section in the roadway component set of plans to reflect the items above. This section shall also include a Tabulation Sheet or Block defining the undisturbed wetlands by x, y coordinates or station and offsets. The disturbed wetlands shall also be tabulated in square feet (or acres) indicating the area impacted. This section shall include any general or project specific environmental notes.

*On projects where no wetland impacts are anticipated, the plans will clearly show the "Safe Upland Line"**. Areas outside this line shall be labeled or noted "Construction Activities Not Allowed". **According to the US Army Corps of Engineers, a Safe Upland is any area that does not qualify as a wetland because the associated hydrologic regime is not sufficiently wet to elicit development of vegetation, soils, and/or hydrologic characteristics associated with wetlands. The Consultant/Designer shall locate this line in a manner that allows the Contractor to reproduce this line in the field – station and offset, or state plan coordinates.*

8.4 Agency Verification of Wetland Data

The jurisdictional lines will be verified during the permit submittal and review by the State or Federal agency. A formal jurisdictional determination will not be obtained prior to permit submittal except for new roadway alignments, or if a questionable determination is anticipated. The CONSULTANT will be responsible for jurisdictional determinations during permit reviews and will respond to Requests for Additional Information by the reviewing agency.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT will have a Pre-Application meeting with the State permitting agency for all projects involving Stormwater Ponds and bridge replacement. The FDOT PM, District Drainage Engineer, and District Permit Coordinator will be invited to the Pre-Application meeting, and will be forwarded all correspondence and meeting minutes.

The Engineer of Record (EOR) shall prepare a narrative, in layman terms, for the inclusion in the permit application package. It shall include work being performed in this project, impacts to the environment and methods of construction specifically related to the environmentally sensitive areas. This brief description will aid the regulatory agency reviewer in understanding the scope of the project.

For projects that do not have a wetland assessment (Unified Mitigation Assessment Method, or UMAM), and the permit requires this information to be issued, the CONSULTANT will prepare a UMAM to be submitted with the permit application.

8.6 Prepare Dredge and Fill Sketches per Agency Criteria (Not applicable to this project)

8.7 Prepare USCG Permit Sketches (Not applicable to this project)

8.8 Prepare Water Management District Right-of-Way Occupancy Sketches (Not applicable to this project)

8.9 Prepare Coastal Construction Control Line (CCCL) Permit Application (Not applicable to this project)

8.10 Prepare Tree Permit Information (Not applicable to this project)

8.11 Mitigation Coordination and Meetings

Assume utilization of Sentate Bull 1986. Coordination with FDOT staff may be required.

8.12 Mitigation Design (To Be Provided by Others)

The FDOT mitigation design will be in accordance with CH 373.4137 FS. The NFWFMD will be responsible for developing a mitigation plan for the wetland impacts associated with this project.

8.13 Environmental Clearances, Reevaluations and Technical Support

Conduct general wildlife surveys. Species-specific surveys and listed species permitting not included.

8.14 Environmental Clearances and Reevaluations (Refer to Section 8.13) (Not applicable to this project)

8.15 Other Environmental Permits (Not applicable to this project)

8.16 Technical Meetings

At the Pre-construction Conference, the EOR must be prepared to discuss the Erosion Control Plan, including environmentally sensitive areas, and known risk, proposed avoidance measures, and the special requirements listed in the permit for this project. *Payment for attending the Pre-construction Conference will be made through Post Design Services, to be negotiated post-Letting.*

8.17 Quality Assurance/Quality Control

8.18 Supervision

8.19 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze and design all structures in accordance with

applicable provisions as defined in Section 2.17, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.17, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the DEPARTMENT with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

- 9.1 Index of Drawings** (Not applicable to this project)
- 9.2 Project Layout** (Not applicable to this project)
- 9.3 General Notes and Bid Item Notes** (Not applicable to this project)
- 9.4 Miscellaneous Common Details** (Not applicable to this project)
- 9.5 Incorporate Report of Core Borings** (Not applicable to this project)
- 9.6 Existing Bridge Plans** (Not applicable to this project)
- 9.7 Assembly of Computation Book and Quantities** (Not applicable to this project)
- 9.8 Cost Estimate** (Not applicable to this project)
- 9.9 Technical Special Provisions** (Not applicable to this project)
- 9.10 Field Reviews**
- 9.11 Technical Meetings**
- 9.12 Quality Assurance/Quality Control**
- 9.13 Independent Peer Review** (Not applicable to this project)
- 9.14 Supervision**
- 9.15 Coordination**

18 STRUCTURES – MISCELLANEOUS

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5.

Concrete Box Culverts

18.1 Concrete Box Culverts (Not applicable to this project)

18.2 Concrete Box Culverts Extensions

Strain Poles

18.3 Steel Strain Poles (Not applicable to this project)

18.4 Concrete Strain Poles (Not applicable to this project)

Mast Arms

18.5 Mast Arms

At a later date, the DEPARTMENT may require the CONSULTANT to perform structural inspections (by a prequalified conventional bridge inspector) on mast arms within the project limits. Requirements for structural inspection will be specified by D3 Structures Maintenance Office to include, but not limited to providing signed and sealed inspection reports, backup documentation, etc.

After the mast arm inspection is conducted and approved, the CONSULTANT shall coordinate with the Department's Project Manager and D3 Structures Design Engineer to determine if improvements (repairs) or reconstruction is warranted. If it is determined that replacement or repairs are warranted for the mast arm, the CONSULTANT will be required to design and prepare plans for proposed improvements. If a structural capacity evaluation is required, then the CONSULTANT shall provide an evaluation as specified in Chapter 25.4.27 of Plans Preparation Manual Vol. I.

Overhead/Cantilever Sign Structure (Not applicable to this project)

18.6 Cantilever Sign Structures (Not applicable to this project)

18.7 Overhead Span Sign Structures (Not applicable to this project)

High Mast Lighting (Not applicable to this project)

18.11 High Mast Lighting Structures (Not applicable to this project)

Sound Barrier Walls (Ground Mount) (Not applicable to this project)

18.12 Horizontal Wall Geometry (Not applicable to this project)

18.13 Vertical Wall Geometry (Not applicable to this project)

18.14 Summary of Quantities – Aesthetic Requirements (Not applicable to this project)

18.15 Control Drawings (Not applicable to this project)

18.16 Design for Wall Height Covered by Standards (Not applicable to this project)

18.17 Design for Wall Height not Covered by Standards (Not applicable to this project)

18.18 Aesthetic Details (Not applicable to this project)

Special Structure (Not applicable to this project)

18.19 Fender System (Not applicable to this project)

18.20 Fender System Access (Not applicable to this project)

18.21 Special Structures (Not applicable to this project)

18.22 Other Structures

Shop drawings review.

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis

The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.

19.2 No Passing Zone Study (Not applicable to this project)

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the DEPARTMENT's Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations (Not applicable to this project)

19.7 Quantities

19.8 Computation Book

19.9 Cost Estimates

19.10 Technical Special Provisions (Not applicable to this project)

19.11 Other Signing and Pavement Marking Analysis (Not applicable to this project)

19.12 Field Reviews

19.13 Technical Meetings

19.14 Quality Assurance/Quality Control

19.15 Independent Peer Review (Not applicable to this project)

19.16 Supervision

19.17 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the Plans Preparation Manual that includes the following. *The plans shall include only those sheets, of the following list of sheets, necessary to convey the intent and scope of the project for the purpose of construction.*

20.1 Key Sheet

20.2 Summary of Pay Items Including CES Input (Not applicable to this project)

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout (Not applicable to this project)

20.6 Plan Sheet

20.7 Typical Details

20.8 Guide Sign Work Sheet(s)

20.9 Traffic Monitoring Site (Not applicable to this project)

20.10 Cross Sections (Not applicable to this project)

20.11 Special Service Point Details

20.12 Special Details

20.13 Interim Standards

20.14 Quality Assurance/Quality Control

20.15 Supervision

21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection

The CONSULTANT shall perform all effort required for traffic data collection, including crash reports, 24 hr. machine counts, 8 hr. turning movement counts, 7 day machine counts, and speed & delay studies.

21.2 Traffic Data Analysis (Not applicable to this project)

21.3 Signal Warrant Study

21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report

21.10 Quantities

21.11 Cost Estimate

21.12 Technical Special Provisions (Not applicable to this project)

21.13 Other Signalization Analysis (Not applicable to this project)

21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

Existing Signal and Pedestrian Phasing

Controller Make, Model, Capabilities and Condition/Age

Condition of Signal Structure(s)

Type of Detection as Compared With Current District Standards

Interconnect Media

Controller Timing Data

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

21.17 Independent Peer Review (Not applicable to this project)

21.18 Supervision

21.19 Coordination

22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the Plans Preparation Manual, which includes the following.

22.1 Key Sheet

22.2 Summary of Pay Items Including CES Input

22.3 Tabulation of Quantities

22.4 General Notes/Pay Item Notes

22.5 Plan Sheet

22.6 Interconnect Plans

22.7 Traffic Monitoring Site (Not applicable to this project)

22.8 Guide Sign Worksheet

22.9 Special Details (Not applicable to this project)

22.10 Special Service Point Details (Not applicable to this project)

22.11 Mast Arm/Monotube Tabulation Sheet

22.12 Strain Pole Schedule

22.13 TCP Signal (Temporary)

22.14 Temporary Detection Sheet (Not applicable to this project)

22.15 Utility Conflict Sheet

22.16 Interim Standards

22.17 Quality Assurance/Quality Control

22.18 Supervision

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

23.1 Lighting Justification Report

The CONSULTANT shall prepare a Lighting Justification Report. The report shall be submitted under a separate cover with the Phase I plans submittal, titled Lighting Design Analysis Report

23.2 Lighting Design Analysis Report

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover prior to the Phase II plans submittal. The report shall provide analyses for each typical section of the mainline, typical section for the ramps (one and/or two lanes), interchanges, underdeck lighting, and arterial roads. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the Lighting Design Criteria that will be used and shall include the evaluation of at least three lighting design alternatives and a recommendation on the alternative to use. Each alternative shall be properly described; the alternatives shall consider different pole heights, lamp wattage, and arm lengths. Each alternative shall be provided with a cost estimate that includes initial cost in addition to operations and maintenance cost for one year.

After approval of the preliminary report, the CONSULTANT shall submit a revised report including a detailed lighting design analysis for each submittal.

23.3 Aeronautical Evaluation (Not applicable to this project)

23.4 Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the District.

Load analysis calculations shall be submitted for each branch circuit breaker and main breaker.

23.5 FDEP Coordination and Report (Not applicable to this project)

23.6 Reference and Master Design Files

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

23.7 Temporary Lighting (Not applicable to this project)

23.8 Design Documentation

The CONSULTANT shall submit a Roadway Lighting Design Documentation Book with each lighting plans submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation book shall include:

Lighting Calculations.

Back up sheet for each bid item quantity total on each lighting plan sheet (Phase IV submittal).

Phase submittal checklist.

Three-way quantity check list (Phase IV submittal).

Structural calculations for special conventional pole concrete foundations.

Structural calculations for the high mast pole foundations.

Letter to the power company requesting service.

Power company confirmation letter on the requested services (Phase IV submittal).

Voltage drop calculations (Phase IV submittals).

Load analysis calculations (Phase IV submittals).

23.9 Quantities

23.10 Cost Estimate

23.11 Technical Special Provisions (Not applicable to this project)

23.12 Other Lighting Analysis (Not applicable to this project)

23.13 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

Existing Lighting Equipment

Load Center, Capabilities and Condition/Age

Condition of Lighting Structure(s)

23.14 Technical Meetings

23.15 Quality Assurance/Quality Control

23.16 Independent Peer Review (Not applicable to this project)

23.17 Supervision

23.18 Coordination

24 LIGHTING PLANS.

The CONSULTANT shall prepare a set of Lighting Plans in accordance with the Plans Preparation Manual, which includes the following:

- 24.1 Key Sheet**
- 24.2 Summary of Pay Item Sheet Including CES Input** (Not applicable to this project)
- 24.3 Tabulation of Quantities**
- 24.4 General Notes/Pay Item Notes**
- 24.5 Pole Data and Legend & Criteria**
- 24.6 Service Point Details**
- 24.7 Project Layout**
- 24.8 Plan Sheet**
- 24.9 Special Details** (Not applicable to this project)
- 24.10 Temporary Lighting Data and Details** (Not applicable to this project)
- 24.11 Traffic Control Plan Sheets** (Not applicable to this project)
- 24.12 Interim Standards**
- 24.13 Quality Assurance/Quality Control**
- 24.14 Supervision**

25 LANDSCAPE ARCHITECTURE ANALYSIS

The CONSULTANT shall analyze and document Landscape Architecture Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

25.1 Data Collection

All research required to collect data necessary to complete the initial design analysis. Includes identifying local ordinances and collection of other project data.

25.2 Site Inventory and Analysis (Not applicable to this project)

25.3 Planting Design

Conceptual Design: Includes delineation of all proposed planting types, scheme development and preliminary costs, and areas and reports. The design shall be submitted *as soon as practicable*.

Final Design: Includes identifying the species/type, size, location, spacing, and quality of all plants.

25.4 Irrigation Design (Not applicable to this project)

25.5 Hardscape Design

Conceptual design - scheme development and preliminary costs: Typically not done in master design file. Delineation of areas and elements to be included in design. Select cut sheets, prepare image boards. Includes report, if required.

Final Design: Includes all work in master design files. Hardscape Design includes, but is not limited to, sidewalks, plazas, Steps, Fountains, Walls, Pedestrian bridges, non-regulatory signs or project graphics, roadway aesthetics, site furnishings.

- 25.6 Computation Book and Quantities**
- 25.7 Cost Estimates**
- 25.8 Technical Special Provisions** (Not applicable to this project)
- 25.9 Other Landscape Architecture** (Not applicable to this project)
- 25.10 Outdoor Advertising** (Not applicable to this project)
- 25.11 Field Reviews**
- 25.12 Technical Meetings**
- 25.13 Quality Assurance/Quality Control**
- 25.14 Independent Peer Review** (Not applicable to this project)
- 25.15 Supervision**
- 25.16 Coordination**

26 LANDSCAPE ARCHITECTURE PLANS

The CONSULTANT shall prepare a set of Landscape Plans which includes the following.

- 26.1 Key Sheet**
- 26.2 Tabulation of Quantities**
- 26.3 General Notes**
- 26.4 Tree and Vegetation Inventory, Protection and Relocation Plans** (Not applicable to this project)
- 26.5 Planting Plans for Linear Roadway Projects** (Not applicable to this project)

26.6 Planting Plans (Interchanges and Toll Plazas)

Planting plans prepared for pond in basin 'A'.

26.7 Planting Details and Notes

The CONSULTANT shall include a written or graphic guide for care and maintenance of the plants and irrigation system after the warranty period. This Maintenance Plan will be developed in coordination with the local government entity who assumes the maintenance obligation.

26.8 Irrigation Plans for Linear Roadway Project (Not applicable to this project)

26.9 Irrigation Plans for Interchange and Toll Plazas (Not applicable to this project)

26.10 Irrigation Details and Notes (Not applicable to this project)

26.11 Hardscape Plans (Not applicable to this project)

26.12 Hardscape Details and Notes (Not applicable to this project)

26.13 Maintenance Plan

The CONSULTANT shall include a written plan for care and maintenance of the plants and beds, hardscape, and irrigation system after the warranty period. This maintenance plan will be developed in performance based language and will be in coordination with the local government entity who assumes the maintenance obligation.

26.14 Cost Estimate

26.15 Quality Assurance/Quality Control

26.16 Supervision

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The survey CONSULTANT shall perform all survey services necessary to prepare the plans for the subject project. Survey work shall be accomplished in accordance with the Department's Surveying procedure and special instructions below.

27.1 Horizontal Project Network Control (HPNC)(To Be Provided by the Department)

27.2 Vertical Project Network Control (VPNC)(To Be Provided by the Department)

27.3 Alignment and/or Existing Right of Way Lines

Refer to the D3 Survey Guidelines for requirements.

27.4 Aerial Targets (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.5 Reference Points

Refer to the D3 Survey Guidelines for requirements.

27.6 Topography/DTM (3D)

Refer to the D3 Survey Guidelines for requirements.

27.7 Planimetric (2D)

Refer to the D3 Survey Guidelines for requirements.

27.8 Roadway Cross Sections/Profiles

Refer to the D3 Survey Guidelines for requirements.

27.9 Side Street Surveys

Refer to the D3 Survey Guidelines for requirements.

27.10 Underground Utilities

Refer to the D3 Survey Guidelines for requirements.

27.11 Outfall Survey (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.12 Drainage Survey (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.13 Bridge Survey (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.14 Channel Survey (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.15 Pond Site Survey

Refer to the D3 Survey Guidelines for requirements.

27.16 Mitigation Survey (Not applicable to this project)

Refer to tasks of this document as applicable as well as the D3 Survey Guidelines for requirements.

27.17 Jurisdiction Line Survey

Refer to the D3 Survey Guidelines for requirements.

27.18 Geotechnical Support

Refer to the D3 Survey Guidelines for requirements.

27.19 Sectional/Grant Survey

Refer to the D3 Survey Guidelines for requirements.

27.20 Subdivision Location

Refer to the D3 Survey Guidelines for requirements.

27.21 Maintained R/W (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.22 Boundary Survey

Refer to the D3 Survey Guidelines for requirements.

27.23 Water Boundary Survey

Refer to the D3 Survey Guidelines for requirements.

27.24 Right of Way Staking

Refer to the D3 Survey Guidelines for requirements.

27.25 Right of Way Monumentation (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.26 Line Cutting (Not applicable to this project)

Refer to the D3 Survey Guidelines for requirements.

27.27 Work Zone Safety

Refer to the D3 Survey Guidelines for requirements.

27.28 Miscellaneous Surveys

Refer to the D3 Survey Guidelines for requirements.

27.29 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by the District Design Surveyor. Refer to tasks of this document, as applicable, to perform surveys not described herein.

27.30 Document Research (To Be Provided by the DEPARTMENT)

27.31 Field Review

Refer to the D3 Survey Guidelines for requirements.

27.32 Technical Meetings

Attend meetings as required and negotiated by the District Survey Department.

27.33 Quality Control/Quality Assurance

Refer to the D3 Survey Guidelines for requirements.

27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida Professional Surveyor.

27.35 Coordination

Includes all effort required to coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida Professional Surveyor.

28 PHOTOGRAMMETRY (Not applicable to this project)

29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable DEPARTMENT Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to DEPARTMENT size and format requirements utilizing DEPARTMENT approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the DEPARTMENT for review at stages of completion as negotiated.

Master CADD File

- 29.1 Alignment**
- 29.2 Section and 1/4 Section Lines**
- 29.3 Subdivisions / Property Lines**
- 29.4 Existing Right of Way**
- 29.5 Topography**
- 29.6 Parent Tract Properties and Existing Easements**
- 29.7 Proposed Right of Way Requirements**

The ENGINEER OF RECORD (EOR) will provide, along with a cover memo stating the type of right of way requirements (preliminary or final), a map or plan and profile sheets with the requirements highlighted. (Required Right of Way, Temporary Construction Easements, Perpetual Easements differentiated by different colors).

29.8 Limits of Construction**29.9 Jurisdictional/Agency Lines** (Not applicable to this project)

These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.

Sheet Files

- 29.10 Control Survey Cover Sheet**
- 29.11 Control Survey Key Sheet** (Not applicable to this project)
- 29.12 Control Survey Detail Sheet**
- 29.13 Right of Way Map Cover Sheet** (Not applicable to this project)
- 29.14 Right of Way Map Key Sheet**
- 29.15 Right of Way Map Detail Sheet**
- 29.16 Maintenance Map Cover Sheet** (Not applicable to this project)
- 29.17 Maintenance Map Key Sheet** (Not applicable to this project)
- 29.18 Maintenance Map Detail Sheet** (Not applicable to this project)
- 29.19 Reference Point Sheet**

This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

29.20 Project Network Control Sheet (Not applicable to this project)

29.21 Table of Ownerships Sheet

Miscellaneous Surveys and Sketches

29.22 Parcel Sketches (Not applicable to this project)

29.23 TITF Sketches (Not applicable to this project)

29.24 Other Specific Purpose Survey(s) (Not applicable to this project)

29.25 Boundary Survey(s) Map (Not applicable to this project)

29.26 Right of Way Monumentation Map (Not applicable to this project)

29.27 Title Search Map (Not applicable to this project)

29.28 Title Search Report (Not applicable to this project)

29.29 Legal Descriptions

29.30 Final Map/Plans Comparison

The PSM will perform a comparison of the final right of way *or maintenance maps (whether prepared by the CONSULTANT or the DEPARTMENT)* with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR *and the DEPARTMENT* to resolve any conflicts or discrepancies and provide documentation of the review.

29.31 Field Reviews (Not applicable to this project)

29.32 Technical Meetings

29.33 Quality Assurance/Quality Control

29.34 Supervision

29.35 Coordination

29.36 Supplemental Mapping (Not applicable to this project)

This task is to cover efforts resulting from major design and/or development changes after 60% map development that affect the right of way requirements/parent tract property lines and may include any number of tasks. Request and approval to utilize *the Supplemental Mapping* hours will be in writing *and approved by the District Right of Way Surveyor prior to any work being done under this task.*

30 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with DEPARTMENT standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Before beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit investigation plan for approval and meet with the DEPARTMENT's Geotechnical Engineer or representative to review the project scope and DEPARTMENT requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional

field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the DEPARTMENT in adequate time to schedule a representative to attend all related meetings and field activities.

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of final plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by project needs.

All testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

All Standard Penetration Testing will be performed using an automatic hammer.

30.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

If required by the District Geotechnical Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the District Geotechnical Engineer.

30.2 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.4 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series.

30.5 Drilling Access Permits (Not applicable to this project)

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

30.7 Groundwater Monitoring

Monitor groundwater, using piezometers.

30.8 LBR / Resilient Modulus Sampling

The Consultant will collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

The Consultant will collect appropriate samples for Resilient Modulus (M_R) Testing. Coordinate with District Geotechnical Office regarding delivery of samples to State Materials Office, Gainesville.

30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

30.11 Design LBR

Determine design LBR values from the 90% and mean methods.

30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

30.14 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

30.15 Delineate Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

30.16 Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

30.17 Embankment Settlement and Stability (Not applicable to this project)

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

30.18 Stormwater Volume Recovery and/or Background Seepage Analysis (Not applicable to this project)

Perform stormwater volume recovery analysis as directed by the DEPARTMENT.

30.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

30.20 Pavement Condition Survey and Pavement Evaluation Report

Pavement Evaluation Report: Pavement coring, testing, and a pavement condition evaluation shall be performed by the CONSULTANT. The evaluation and report submittal shall be in accordance with Section 3.2 of the Materials Manual: Flexible Pavement Coring and Evaluation. *The CONSULTANT will be responsible for recommendations regarding milling and recycling.*

The condition of the pavement at each core location shall be observed and recorded on the Pavement Evaluation Coring and Condition Data Sheet (Form #675-030-09), and input into the Pavement Coring Reporting (PCR) system.

The CONSULTANT shall provide the District Materials Office the opportunity to review the Pavement Coring. A Coring plan shall be submitted to the District Bituminous Engineer, for concurrence, prior to commencing with any coring. The Pavement Design shall be submitted for concurrence, prior to the first phase submittal.

When the project includes adding paved shoulders, the shoulder subgrade shall be evaluated to assist the pavement designer in determining the need for subgrade stabilization or alternate pavement designs. Classification and LBR testing of subgrade soils may be necessary. Refer to the Flexible Pavement Design Manual, Chapter 8. Coordinate the extent of sampling and testing needed with the Pavement Designer and the District Geotechnical Project Manager.

30.21 Preliminary Roadway Report

If a preliminary roadway investigation is performed, submit a preliminary roadway report before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

30.22 Final Report

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

30.23 Auger Boring Drafting

Draft auger borings as directed by the DEPARTMENT.

30.24 SPT Boring Drafting

Draft SPT borings as directed by the DEPARTMENT.

Structures

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

30.25 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

30.26 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.27 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series.

30.28 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.29 Property Clearances (Not applicable to this project)

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

30.30 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

30.31 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.32 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

30.33 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

30.34 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

30.35 Selection of Foundation Alternatives (BDR) (Not applicable to this project)

30.36 Detailed Analysis of Selected Foundation Alternate(s) (Not applicable to this project)

30.37 Bridge Construction and Testing Recommendations (Not applicable to this project)

30.38 Lateral Load Analysis (Optional) (Not applicable to this project)

30.39 Walls (Not applicable to this project)

30.40 Sheet Pile Wall Analysis (Optional) (Not applicable to this project)

Analyze sheet pile walls as directed by the DEPARTMENT.

30.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

30.42 Box Culvert Analysis

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

Provide lateral earth pressure coefficients.

Provide box culvert construction and design recommendations.

Estimate differential and total (long term and short term) settlements.

Evaluate wingwall stability.

30.43 Preliminary Report – BDR (Not applicable to this project)

30.44 Final Report - Bridge and Associated Walls (Not applicable to this project)

30.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

Summary of structure background data, SCS, USGS, geologic and potentiometric data.

The results of all tasks discussed in the previous section (Data Interpretation and Analysis).

Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.

Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the DEPARTMENT and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:

All original plan sheets (11" x 17")

One set of all plan and specification documents, in electronic format, according to DEPARTMENT requirements

Two sets of record prints

Six sets of any special provisions

All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the DEPARTMENT's Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

30.46 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical

Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the DEPARTMENT. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

30.47 Other Geotechnical

30.48 Technical Special Provisions (Not applicable to this project)

30.49 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

30.50 Technical Meetings

30.51 Quality Assurance/Quality Control

30.52 Supervision

30.53 Coordination

30.54 Optional Preliminary Contamination Assessment (Not applicable to this project)

31 ARCHITECTURE DEVELOPMENT (Not applicable to this project)

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE (Not applicable to this project)

33 Intelligent Transportation Systems Analysis (Not applicable to this project)

34 Intelligent Transportation System Plans (Not applicable to this project)

35 PROJECT REQUIREMENTS

35.1 Liaison Office

The DEPARTMENT and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the COUNTY Design Project Manager and the DEPARTMENT Project Manager.

35.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified by the CONSULTANT. Any changes in personnel shall be subject to review and approval by DEPARTMENT.

35.3 Progress Reporting

The CONSULTANT shall meet with the COUNTY and/or the DEPARTMENT as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the COUNTY concurrently with the monthly invoice. The Project Manager will make

judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

35.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the COUNTY and the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.

35.5 Professional Endorsement

The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by COUNTY and DEPARTMENT standards.

35.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the DEPARTMENT's CADD Manual. The CONSULTANT will submit final documents and files as described therein. *The Engineer of Record must certify that the electronic plans and documents for the project meet the requirements of the DEPARTMENT's CADD Manual.*

35.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project described herein.

35.8 Optional Services

At the COUNTY's or DEPARTMENT's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project. Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the FDOT Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by the DEPARTMENT (CADD Services Only) or other Services as required.

36 INVOICING LIMITS

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the COUNTY. If requested, invoices can be submitted *through the DEPARTMENTS Consultant Invoice Transmittal System (CITS) or* in a format prescribed by the DEPARTMENT. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY and/or the DEPARTMENT.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY and/or the DEPARTMENT.

37 PROJECT COST ACCOUNTING –(Not Applicable for this Project/ Contract)

Exhibit B

**S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
19-Jan-12**

This table indicates the efforts for Phase 1 and Phase 2.

Phase 1 is the Preliminary Design needed to identify right of way requirements.

Phase 2 indicates the percentage of effort needed to complete the the task for FDOT Letting.

Activity	Description	Phase 1 (%)	Phase 2 (%)
3.0	Project General and Project Common Tasks	82%	18%
4.0	Roadway Analysis	79%	21%
5.0	Roadway Plans	77%	23%
6.0	Drainage Analysis	83%	17%
7.0	Utilities	75%	25%
8.0	Environmental Permits, Compliance & Clearances	43%	57%
9.0	Structures - Misc. Tasks, Dwgs, Non-Tech.	69%	31%
18.0	Structures - Miscellaneous	83%	17%
19.0	Signing & Pavement Marking Analysis	78%	22%
20.0	Signing & Pavement Marking Plans	75%	25%
21.0	Signalization Analysis	78%	22%
22.0	Signalization Plans	76%	24%
23.0	Lighting Analysis	13%	87%
24.0	Lighting Plans	0%	100%
25.0	Landscape Architecture Analysis	0%	100%
26.0	Landscape Architecture Plans	0%	100%
27.0	Survey (Field & Office Support)	100%	0%
28.0	Photogrammetry	-	-
29.0	Mapping	100%	0%
30.0	Geotechnical	100%	0%

Phase 1	\$ 1,148,771.42
Phase 2	\$ 365,265.73
Total	\$ 1,514,037.15

Project Information Sheet

Escambia Co. Solicitation Id Number TO / FPID: 08-09.100 / 218605-2-38-02 Federal Aid Project Identification Number: TBD

Name of Prime / Subconsultant: DRMP, Inc. County: Escambia

Project Description: S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

Begin Milepost: 7.92 End Milepost: 10.33 Project Length: 2.41 Miles

Number of Lanes: 4 Typical Section: suburban (Urban / Rural / Int. :) Lane Configuration: Divided (Divided / Undivided)

Project Type: Major (Minor / Major) Access Management Classification: 6 to 5 Roadway Classification: NHS/non-SIS (NHS/FIHS/Off Sys.):

CAP Level: 3 TCP Level: II Survey Level: _____

Variations: 1. _____ Exceptions: 1. _____
 2. _____ 2. _____
 3. _____ 3. _____
 4. _____ 4. _____
 5. _____ 5. _____

Proposed Design Contract Time: 24 months

Project Preliminary Design Specifics:

Roadway	Plan/Profile	<===Roadway Plan Type (Plan/Profile, Plan Only, etc.)
Drainage	90	<===Number of Drainage Structures
Utility Coordination	15	<===Number of Effected Utilities
Structures - Bridges	N	<=== Bridge Structures? (Y/N, number)
Structures - Retaining Walls	N	<=== Retaining Walls? (Y/N, number)
Structures - Misc. Structures	Y, 2	<=== Miscellaneous Structures? (Y/N, number)
Permits	Y, ERP NWFWM	<===Permits Required (WMD, ACOE, Local Permits, etc.)
Signing and Pavement Marking	Y	<===Signing & Pavement Marking Plans Required? (Y / N)
Signalization Intersections	2	<===Number of Intersections Requiring Signals:
Non-Signalized Intersections	12	<===Number of Non-Signalized Intersections
Traffic Control	3	<===Number of phases requiring detailed phase drawings
Landscaping	Y	<===Landscaping Plans Required? (Y / N)
Right-of-Way	Y for 1 pond	<===Right Of Way Plans Required? (Y / N)
Lighting	Y, LJR	<===Lighting Plans Required? (Y / N)
Construction Inspection Services	No	<===Architectural Plans Required? (Y / N)
Geotech	Y (sub consultant)	<===Geotechnical Consultant Services Required? (Y / N)
Survey	Y	<===Survey Consultant Services Required? (Y / N)
JPAs	Y for 2 ponds	<===JPAs Prepared by Consultant? (Y / N, if so how many?)
Mitigation Plan	N	<===Mitigation Plans Required? (Y / N)
Noise Barriers	N	<===Noise Walls Plans Required? (Y / N)
Bid/Specifications Package	Y	<===Specifications Package to be Prepared by Consultant? (Y / N)

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

PHASE 1

Name of Project: S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 County: Escambia
 PD: 10-11.071
 FAP No.: TBD

Consultant Name: DRMP, Inc.
 Consultant No.: 08-0212.000
 Date: 3/6/2012
 Estimator: JLH

Staff Classification	Hours From "SH Summary - Firm"	Chief Engineer/De part. Head	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/Clerical	CADD/Computer Technician	Environmental Specialist	Senior Scientist	Senior Surveyor & Mapper	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$52.64	\$47.73	\$38.27	\$36.96	\$26.98	\$16.39	\$27.49	\$32.88	\$40.87	\$37.98	\$34.75	\$22.17			
3. Project General and Project Common Tasks	746	209	149	75	187	37	22	67	0	0	0	0	0	746	\$31,096	\$41.68
4. Roadway Analysis	2,273	159	523	341	455	455	68	273	0	0	0	0	0	2,274	\$84,095	\$36.98
5. Roadway Plans	2,257	113	226	339	497	339	68	677	0	0	0	0	0	2,259	\$76,949	\$34.06
6. Drainage Analysis	929	65	214	139	186	186	28	111	0	0	0	0	0	929	\$34,359	\$36.98
7. Utilities	290	29	58	44	58	58	9	35	0	0	0	0	0	291	\$10,797	\$37.10
8. Environmental Permits, Compliance & Clearances	115	6	12	6	0	12	3	14	29	35	0	0	0	117	\$4,260	\$36.41
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	49	2	3	7	12	12	1	10	0	0	0	0	0	47	\$1,575	\$33.51
18. Structures - Miscellaneous	253	13	18	38	63	63	8	51	0	0	0	0	0	254	\$8,559	\$33.70
19. Signing & Pavement Marking Analysis	317	16	48	63	79	63	0	48	0	0	0	0	0	317	\$11,483	\$36.23
20. Signing & Pavement Marking Plans	127	6	6	13	32	19	0	51	0	0	0	0	0	127	\$4,197	\$33.05
21. Signalization Analysis	211	11	32	42	53	42	0	32	0	0	0	0	0	212	\$7,685	\$36.25
22. Signalization Plans	118	6	12	18	26	18	4	35	0	0	0	0	0	119	\$4,052	\$34.05
23. Lighting Analysis	72	5	17	11	14	14	2	9	0	0	0	0	0	72	\$2,671	\$37.10
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	7,757	640	1,318	1,136	1,662	1,318	213	1,413	29	35	0	0	0	7,764		
Total Staff Cost		\$33,689.60	\$62,908.14	\$43,474.72	\$61,427.52	\$35,559.64	\$3,491.07	\$38,843.37	\$953.52	\$1,430.45	\$0.00	\$0.00	\$0.00		\$281,778.03	\$36.29

Check = \$281,778.03

SALARY RELATED COSTS:		\$281,778.03
OVERHEAD:	168%	\$473,387.09
OPERATING MARGIN:	12%	\$90,619.81
FCCM (Facilities Capital Cost Money):	1.50%	\$12,686.77
EXPENSES:	0.00%	\$0.00
DRMP Roadway Design		\$858,471.71
DRMP Survey	See attachment for more information	\$143,799.12
DRMP Mapping	See attachment for more information	\$33,659.53
SUBTOTAL ESTIMATED FEE:		\$1,035,930.36
HSA Consulting (Traffic)	See attachment for more information	\$10,019.31
Tetracon Geotechnical Field and Lab Testing	See attachment for more information	\$102,821.75
GRAND TOTAL ESTIMATED FEE:	Prelim Design To Determine ROW Requirement	\$1,148,771.42

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

ESTIMATE OF WORK EFFORT AND COST - DRMP SURVEY

Name of Project: 0
 County: Escambia
 FPN: 08-09.100 / 218605-2-38-02
 FAP No.: TBD

Phase 1

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 3/6/2012
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/ Clerical	CADD/ Computer	Environmental	Senior Scientist	Senior Surveyor & Mapper	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
27. Survey (Field & Office Support)	418	0	0	0	0	0	0	0	0	0	21	126	272	419	\$11,206	\$26.75
Total Staff Hours	418	0	0	0	0	0	0	0	0	0	21	126	272	419		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$797.58	\$4,378.50	\$6,030.24		\$11,206.32	\$26.75

Check = \$11,206.32

Notes:

- This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$11,206.32
OVERHEAD:	168%	\$18,826.62
OPERATING MARGIN:	12%	\$3,603.95
FCCM (Facilities Capital Cost Money):	1.50%	\$504.55
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$34,141.44
Survey (Field)	88	3-man crew da \$ 1,246 / day
GRAND TOTAL ESTIMATED FEE:		\$143,799.12

ESTIMATE OF WORK EFFORT AND COST - DRMP SURVEY

Name of Project:
11/21/2011
FPN:
FAP No.:

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
Escambia
08-09.100 / 218605-2-38-02
TBD

Phase 1

Consultant Name: DRMP, Inc.
Consultant No.: 08.0212.000
Date: 3/6/2012
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engineer Intern	Secretary/Clerical	CADD/Computer	Environmental	Senior Scientist	Senior Surveyor & Mapper	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.98	\$34.75	\$22.17			
29. Mapping	412	0	0	0	0	0	0	0	0	0	21	124	268	413	\$11,048	\$26.75
Total Staff Hours	412	0	0	0	0	0	0	0	0	0	21	124	268	413		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$797.58	\$4,309.00	\$5,941.56		\$11,048.14	\$26.75

Check = \$11,048.14

SALARY RELATED COSTS:		\$11,048.14
OVERHEAD:	168%	\$18,560.88
OPERATING MARGIN:	12%	\$3,553.08
FCCM (Facilities Capital Cost Money):	1.50%	\$497.43
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$33,659.53
Survey (Field)	0 3-man crew days @ / day	\$0.00
GRAND TOTAL ESTIMATED FEE:		\$33,659.53

Notes:

- This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT (HSA CONSULTING GROUP)

Name of Project: S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 County: Escambia
 PD: 08-09.100 / 218605-2-38-02
 FAP No.: TBD

Phase 1

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 3/6/2012
 Estimator: BP

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Traffic Engineer	Sr. Transportatio	Traffic Specialist									SH By Activity	Salary Cost By Activity	Average Rate Per Task
21. Signalization Analysis	72	4	40	11	18	0	0	0	0	0	0	0	0	73	\$3,289	\$45.05
Total Staff Hours	484	4	40	11	18	0	0	0	0	0	0	0	0	73		
Total Staff Cost		\$260.00	\$2,200.00	\$396.66	\$432.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,288.66	\$45.05

Check = \$3,288.66

SALARY RELATED COSTS: \$3,288.66
 OVERHEAD: 168% \$5,524.95
 OPERATING MARGIN: 12% \$1,057.63
 FCCM (Facilities Capital Cost Money): 1.50% \$148.07
 EXPENSES: 0.00% \$0.00
GRAND TOTAL ESTIMATED FEE: \$10,019.31

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT (TERRACON)

Name of Project: S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 County: Escambia
 PD: 08-09.100 / 218605-2-38-02
 FAP No.: TBD

Phase 1

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 3/6/2012
 Estimator: AS

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Geotechnical Engineer	Sr. Engineering	CADD/Computer Tech	Secretary/Clerical								SH By Activity	Salary Cost By Activity	Average Rate Per Task
30. Geotechnical	556	83	228	111	111	22	0	0	0	0	0	0	0	555	\$19,220	\$34.63
Total Staff Hours	628	83	228	111	111	22	0	0	0	0	0	0	0	555		
Total Staff Cost		\$3,852.03	\$8,691.36	\$3,422.13	\$2,882.67	\$372.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$19,220.21	\$34.63

Check = \$19,220.21

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$19,220.21
OVERHEAD:	168%	\$32,289.95
OPERATING MARGIN:	12%	\$6,181.22
FCCM (Facilities Capital Cost Money):	1.50%	\$865.37
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$58,556.75
Geotechnical Field and Lab Testing		\$44,265.00
GRAND TOTAL ESTIMATED FEE:		\$102,821.75

Project Activity 3: Project Common and Project General Tasks

Phase 1

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

Updated 080818

PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					(1) Public Meetings with no presentation during Phase 1
3.1.1	Community Awareness Plan	LS	1	40	40	Documents Public Involvement coordination required for major reconstruction project. Lists elected officials, property owners, concerned citizens.
3.1.2	Notifications	LS	1	24	24	COUNTY to submit to Public Officials/Consultant to submit to FDOT
3.1.3	Prepare Mailing Lists	LS	1	24	24	Initial (24 hrs) w/ County GIS information No update anticipated.
3.1.4	Median Modification Letters	LS	0	0	0	not anticipated. No existing median
3.1.5	Driveway Modification Letters	LS	1	52	52	2 (initial letter) + 0.5hr X assume 30 dwys + 1.5 hr X 23 sheets to modify (109 Total Driveways)
3.1.6	Newsletters	LS	1	30	30	Newsletter / Handout at Public Meeting
3.1.7	Renderings and Fly Throughs	LS	1	40	40	Update roll plot shown at PD&E Reevaluation with on-going design (one time post 60% submittal)
3.1.8	PowerPoint Presentation	LS	0	0	0	Presentation to TPO, Committee of Whole, Public Meeting or other agencies not anticipated.
3.1.9	Public Meeting Preparations	LS	1	60	60	40 hours X 1 meeting + advertising cost (20 hrs)
3.1.10	Public Meeting Attendance/Followup	LS	1	64	64	Min. 32 hours for two participants + 8 per attendee (4 additional attendees)
3.1.11	MPO Meetings	LS	0	0	0	Presentation to TPO, COW, BCC or other agencies not anticipated
3.1.12	Web Site	LS	1	96	96	Exist website updated 2hrs/month for 48 months for maintenance
3.1 Public Involvement Subtotal					430	
3.2	Joint Project Agreements	EA	2	16	32	Green Pit Pond and Untreiner Pond between County and FDOT
3.3	Specifications Package Preparation	LS	0	0	0	Not anticipated during Phase 1. See Phase 2
3.4	Contract Maintenance	LS	1	156	156	20 hr for set-up, 4 hr per month for 34 months with County & FDOT coordination and documenting requirements. Incl time for Mapping and RW Acquisition task
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	Not anticipated for this project
3.6	Prime Consultant Project Manager Meetings	LS	1	128	128	See listing below
3.7	Plans Update	LS	0	0	0	Staffhours will be negotiated following Basic Services and at the time the plans come "off the shelf" for bidding.
3.8	Post Design Services	LS	0	0	0	Negotiated post letting and in advance of Pre-Con.
3.9	Electronic Delivery	LS	0	0	0	Not anticipated during Phase 1. See Phase 2
3.10	Other Project General Tasks	LS	0	0	0	not anticipated
3. Project Common and Project General Tasks Total					746	

Project Activity 3: Project Common and Project General Tasks

Phase 1

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	6	4	24	See Project Activity form for PM attendance under Technical Meetings
Drainage	EA	2	4	8	See Project Activity form for PM attendance under Technical Meetings
Utilities	EA	3	4	12	See Project Activity form for PM attendance under Technical Meetings
Environmental	EA	2	5	10	See Project Activity form for PM attendance under Technical Meetings
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	2	3	6	See Project Activity form for PM attendance under Technical Meetings
Lighting	EA	0	4	0	See Project Activity form for PM attendance under Technical Meetings
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Geotechnical	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Progress Meetings	EA	24	2	48	Prepare Progress Report/Agenda + attend + follow-up
Phase Reviews	EA	2	2	4	Review Plans & Docs + Review Comments/Responses
Field Reviews	EA	2	8	16	
Total Project Manager Meetings		43		128	

Notes:

- 1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
- 2. Do not double count agency meetings between permitting agencies.**
- 3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

Project Activity 4: Roadway Analysis

Phase 1

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	32	32	Data Sht, map, 3 typs
4.2	Pavement Design Package	LS	1	0	0	See Terracon (includes mainline, major side st., minor sidestreet)
4.3	Access Management	LS	1	42	42	2.4 miles * 16 hrs. Reclassification from 6 to 5, minor coordination. Meetings and letters not included. + 4 hours for coord with County and FDOT
4.4	Horizontal/Vertical Master Design Files	LS	1	531	531	300 1st mile + 260 * 1.4 miles (80% @ 664 Total)
4.5	Cross Section Design Files	LS	1	517	517	110 hours per mile X 2 for 50 ft spacing inc. 16 hour X 3 ponds + 16 hrs X 3 ditches (80% @ 646 Total)
4.6	Traffic Control Analysis	LS	1	256	256	80 hrs + 24 hrs X 3 Analyze ex. signals for temp signal + 40 hrs X 2 phases X 2.4 miles x-sections and temp. drainage (80% @ 320 Total)
4.7	Master TCP Design Files	LS	1	246	246	64 hrs X 2.4 miles X 2 phases + temp. drainage (100 scale) (80% @ 308 Total)
4.8	Design Variations	LS	0	0	0	None anticipated
4.9	Design Report	LS	1	40	40	Design Documentation for 2 submittals (minimal @ 30% submittal, 60% includes FDOT requirements)
4.10	Computation Book & Quantities	LS	1	96	96	FDOT Design Documentation for 1 submittal (80% @ 120 Total)
4.11	Cost Estimate	LS	1	44	44	12 hrs for initial to County + 24 hrs for 1 estimate using FDOT format + 1 LRE update (8 hours)
4.12	Technical Special Provisions	LS	1	8	8	Assumed 1 minor modification to existing TSP
4.13	Other Roadway Analysis	LS	2	60	120	Investigate, analyze, and develop a Roadway Alternative Analysis Report for Littleton Street and Waring Road re-alignment.
Roadway Analysis Technical Subtotal					1932	
4.14	Field Reviews	LS	1	16	16	One with access mgt. review (2 people/1 day)
4.15	Technical Meetings	LS	1	65	65	Meetings are listed below
4.16	Quality Assurance/Quality Control	LS	%	5%	97	Rural 2-lane to suburban multi-lane reconstruct w/ R-W and utility impacts
4.17	Independent Peer Review	LS	%	0%	0	None anticipated
4.18	Supervision	LS	%	5%	97	Rural 2-lane to suburban multi-lane reconstruct w/ R-W and utility impacts
Roadway Analysis Nontechnical Subtotal					275	
4.19	Coordination	LS	%	3%	66	With County and FDOT for SR 10
4. Roadway Analysis Total					2273	

Project Activity 4: Roadway Analysis

Phase 1

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Technical Meetings						Note:
	Kickoff Design/Typical Section	EA	1	4	4	hours/unit = # attend X hours per meeting/ PM incl. in Project General Task 2 attend + Document
	Pavement Design	EA	1	0	0	Document sent and approved via email.
	Access Management	EA	4	4	16	1 attend with follow-up + two citizen field meetings (PM only @ 1 meeting)
	15% Line and Grade	EA	1	8	8	2 attend . Prepare & print plans, docs, field visit. Prepare responses.+PM
	Driveways	EA	3	3	9	1 attend with field visit with Co. and document + follow-up
	Local Governments (cities, counties, MPO)	EA	1	4	4	Anticipate 1 TPO, COW or other meeting with 2 participants Phase 1+PM
	Work Zone Traffic Control	EA	0	0	0	No meeting needed during Phase 1
	30/60/90/100% Comment Review Meetings	EA	2	4	8	2 attend + PM. Print Plans & Docs, Prepare Responses to Comments.
	Other Meetings	EA	2	8	16	1 attend + PM coordination with Co. and FDOT (R-W, permits, etc.)
Subtotal Technical Meetings					65	
	Progress Meetings (if required by County)	EA	0	0	0	Progress Meetings included in 3.0 Project General Task.
	Phase Review Meetings	EA	0	0	0	See General Task 3
Total Meetings					65	

Carries to 4.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Phase 1

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	6	1	6	(75% @ 8 Total)
5.2	Summary of Pay Items Including Quantity Input		Sheet	4	12	4	48	(75% @ 64 Total)
5.3	Drainage Map		Sheet	8	33	8	264	Working Map Only (75% at 352 Total)
5.4	Interchange Drainage Map		Sheet	0	0	0	0	Typical plan sheet and Detail sheet
5.5	Typical Section Sheets		Sheet	4	9	4	36	mainline, 1 side street, 1 aux. lane, 1 4-lane w/ C&G, 1 side street w/ aux. lane, 1 for pond access (75% at 48 Total)
5.6	General Notes/Pay Item Notes		Sheet	3	6	3	18	(75% @ 24 Total)
5.7	Summary of Quantities		Sheet	12	12	12	144	(75% @ 192 Total)
5.8	Box Culvert Data Sheet		Sheet	1	4.5	1	5	2 box culverts (75% @ 6 Total)
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	not applicable
5.10	Summary of Drainage Structures		Sheet	4	3	4	12	(75% @ 16 hours)
5.11	Optional Pipe/Culvert Material		Sheet	2	6	2	12	(75% @ 16 hours)
5.12	Project Layout		Sheet	4	8	4	32	300 scale (100% @ 32 Total)
5.13	Plan/Profile Sheet		Sheet	23	3	23	69	40 scale (75% @ 92 Total)
5.14	Profile Sheet		Sheet	0	0	0	0	not applicable
5.15	Plan Sheet		Sheet	0	0	0	0	not applicable
5.16	Special Profile		Sheet	0	0	0	0	not anticipated
5.17	Back of Sidewalk Profile Sheet		Sheet	23	6	23	138	for internal use (100% @ 138 Total)
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	not applicable
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	not applicable
5.20	Intersection Layout Details		Sheet	12	10.1	12	121	(84% @ 144 Total)
5.21	Miscellaneous Detail Sheets		Sheet	0	0	0	0	not applicable
5.22	Drainage Structure Sheet (Per Structure)		EA	90	3		270	(75% @ 360 Total)
5.23	Miscellaneous Drainage Detail Sheets		Sheet	2	18	2	36	(75% @ 48 Total)
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	not applicable
5.25	Lateral Ditch Cross Sections		EA	0	0	0	0	not applicable
5.26	Retention/Detention Ponds Detail Sheet		Sheet	3	40.33	3	121	(84% @ 144 Total)
5.27	Retention Pond Cross Sections		EA	364	0.42	364	153	(84% @ 182 Total)
5.28	Cross-Section Pattern Sheet		Sheet	19	1.5	19	29	(75% @ 38 Total)
5.29	Roadway Soil Survey Sheet		Sheet	0	0	0	0	Provided by Terracon

Project Activity 5: Roadway Plans
Phase 1

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.30	Cross Sections		EA	364	0.264		96	12,725 LF at every 50' + 94 driveways + 16 misc. for Pine Forest and other side streets. (75% @ 128 Total)
5.31	Traffic Control Plan Sheets		Sheet	23	6.2	23	143	40 scale stacked 2 phases (75% @ 190 Total)
5.32	Traffic Control Cross Section Sheets		EA	10	0.45	2	5	Every 2500' per phase for 2 phases (75% @ 6 Total)
5.33	Traffic Control Detail Sheets		Sheet	6	7.5	6	45	general notes, typ sections, phasing notes per phase, adv. sign detail, summary of quantities (75% @ 60 Total)
5.34	Utility Adjustment Sheets		Sheet	30	7.5	30	225	40 scale with SUE Data & tables inc. pond routes, (75% @ 300 Total)
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	not applicable
5.36	Erosion Control Plan		Sheet	2	3		6	Typical plan sheet and Detail sheet (75% @ 8 Total)
5.37	SWPPP		Sheet	1	3	1	3	(75% @ 4 Total)
5.38	Project Control Network Sheet		Sheet	2	3	2	6	Incorporate sheets provided by Survey (75% @ 8 Total)
5.39	Environmental Detail Sheets		LS	0	0		0	not applicable
5.40	Utility Verification Sheet (SUE Data)		Sheet	1	8	1	8	summary table and info included on Utility Adj. (80% @ 10 Total)
Roadway Plans Technical Subtotal						554	2051	
5.41	Quality Assurance/Quality Control		LS	%	5%		103	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
5.42	Supervision		LS	%	5%		103	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
5. Roadway Plans Total						554	2257	

Project Activity 6: Drainage Analysis
Phase 1

Estimator: BK

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	3	12	36	(100% @ 36 Total)
6.2	Pond Siting Analysis and Report	Per Basin	3	8	24	Update PDE Report to Reflect Existing Conditions and Regulatory Requirements (100% @ 24 Total)
6.3	Design of Cross Drains	EA	3	9	27	(75% @ 36 Total)
6.4	Design of Roadway Ditches	Per Ditch Mile	4.5	16	72	Assume no Median Ditches only Roadside (80% @ 90 Total)
6.5	Design of Outfalls	EA	3	10	30	(100% @ 30 Total)
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	3	40	120	(100% @ 120 Total)
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	not anticipated
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	not anticipated
6.9	Design of Storm Drains	EA	90	2.4	216	Inlets, MH at Pine Forest, All Laterals from Road to Pond, Offsite Collection Systems (80% @ 270 Total)
6.10	Optional Culvert Material	LS	1	4	4	(50% @ 8 Total)
6.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	not anticipated
6.12	Drainage Wells	EA	0	0	0	not anticipated
6.13	Drainage Design Documentation Report	LS	1	45	45	(75% @ 60 Total)
6.14	Bridge Hydraulic Report	EA	0	0	0	not anticipated
6.15	Temporary Drainage Analysis	LS	1	45	45	(75% @ 60 Total)
6.16	Cost Estimate	LS	1	12	12	(50% @ 24 Total)
6.17	Technical Special Provisions	LS	0	0	0	See Phase 2
6.18	Other Drainage Analysis	LS	1	120	120	Existing Basin analysis for Untreiner and Green Pit to comply with ERP. (100% @ 120 Total)
Drainage Analysis Technical Subtotal					751	

Project Activity 6: Drainage Analysis

Phase 1

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.19	Field Reviews	LS	1	24	24	(67% @ 36 Total)
6.20	Technical Meetings	LS	1	50.92	51	Meetings are listed below (67% @ 36 Total)
6.21	Quality Assurance/Quality Control	LS	%	5%	38	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	5%	38	
Drainage Analysis Nontechnical Subtotal					151	
6.24	Coordination	LS	%	3%	27	
6. Drainage Analysis Total					929	

Technical Meetings

Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	1	8	8	During production with County
Agency	EA	1	12	12	1 attend Meeting with NFWMD (1 RAI follow up via phone
Local Governments (cities, counties)	EA	2	8	16	PM to attend meetings
Other Drainage-related Meetings	EA	1	8	8	1 attend one anticipated with resident, Commissioner, etc.
Other Meetings	EA	3	8	24	
Subtotal Technical Meetings				68	
Progress Meetings (if required by County)	EA	0	0	0	as required during drainage intensive design periods
Phase Review Meetings	EA	1	8	8	60% with County

Total Meetings

76
50.92 66% of Total Meetings

Carries to 6.20

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities
Phase 1

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

PO 10-11.071

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	18.00	18	3 attendees (Asst. PM, Lead Designer, Drainage Engineer) preparation + 6 hour mtg + follow-up
7.2	Identify Existing UAO(s)	LS	15	0.50	8	15 utilities ID in Reeval. Update contacts.
7.3	Make Utility Contacts	LS	15	2.00	30	1 hour to contact X 15 utilities X 2 contacts in Phase 1
7.4	Exception Coordination	LS	0	0.00	0	See Phase 2
7.5	Preliminary Utility Meeting (30%)	LS	1	28.00	28	3 attendees (Asst. PM, Lead Designer, Drainage Engineer) send notifications + preparation + 4 hour mtg + gather info for 15 utilities, prepare minutes & follow-up
7.6	Individual/Field Meetings	LS	4	4.50	18	4 meetings total (75% @ 24 Total)
7.7	Collect and Review Plans and Data from UAO(s)	LS	15	0.75	11	1 hr per utility. 15 utilities (75% @ 15 Total)
7.8	Subordination of Easements Coordination	LS	0	0.00	0	Not anticipated
7.9	Utility Design Meeting (60%)	LS	1	28.00	28	3 attendees (Asst. PM, Lead Designer, Drainage Engineer) send notifications + preparation + 4 hour mtg + gather info for 15 utilities, prepare minutes & follow-up
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	15	1.50	23	2 hours per utility. 15 utilities (75% @ 30 Total)
7.11	Utility Coordination/Followup	LS	15	2.25	34	5 hour/utility for coordination and resolution of all known conflicts. (75% @ 45 Total)
7.12	Utility Constructability Review	LS	15	2.25	34	Review utility schedule against construction contract time and phasing for compatibility with assistance from Department staff (75% @ 45 Total)
7.13	Additional Utility Services	LS	0	0.00	0	Not anticipated
7.14	Processing Utility Work by Contractor	LS	0	0.00	0	Not anticipated
7.15	Contract Plans to UAO(s)	LS	0	0.00	0	See Phase 2

Project Activity 7: Utilities
Phase 1

7.16	Certification/Close-Out	LS	15	2.25	34	Includes certification with assistance from Department staff for utility negotiations (75% @ 45 Total)
7.17	Other Utilities	LS	1	24.00	24	Monthly County Utility Coordination Meetings
7. Utilities Total					290	

Technical Meetings

Kickoff	EA	1	Phase 1	2 attend + PM (Task 7.1)
Preliminary Meeting	EA	1	Phase 1	2 attend + PM (Task 7.5)
Individual UAO Meetings	EA	4	Phase 1 and 2	1 or 2 attend. (Task 7.6)
Field Meetings	EA	0		included in above Individual UAO Meetings
Design Meeting	EA	1	Phase 1	3 attend + PM (Task 7.9)
Other Meetings (Monthly County Meetings)	EA	24	Phase 1	1 attend for 1 hr for 24 months (Task 7.17)

Total Technical Meetings	31
---------------------------------	-----------

Project Activity 8: Environmental Permits, Compliance and Clearances

Phase 1

Estimator: GM

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

Updated 080818

PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1	4	4	Acquire updated aerials & GIS data layers, if available
8.2	Complete Permit Involvement Form	LS	0	0	0	N/A
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	1	42	42	Flag wetland extents, establish SHWE, and complete UMAM assessments for all wetlands within project limits. (8 hrs field work) x 2 staff; UMAM 2 hrs x 4 wetlands; 4 hrs ACOE jurisdictional determination form
8.4	Agency Verification of Wetland Data	LS	1	18	18	Conduct one field meeting to verify wetlands boundaries and UMAM assessments with NFWFMD.
8.5	Complete And Submit All Required Permit Applications	LS	0	0	0	See Phase 2
8.6	Prepare Dredge and Fill Sketches	LS	0	0	0	See Phase 2
8.7	Prepare USCG Permit Sketches	LS	0	0	0	See Phase 2
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	0	0	0	See Phase 2
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	0	0	0	See Phase 2
8.10	Prepare Tree Permit Information	LS	0	0	0	See Phase 2
8.11	Mitigation Coordination and Meetings	LS	0	0	0	See Phase 2
8.12	Mitigation Design	LS	0	0	0	See Phase 2
8.13	Environmental Clearances and Technical Support	LS	1	16	16	Conduct general wildlife surveys. Species-specific surveys and listed species permitting not included.
8.14	Environmental Clearances and Reevaluations	LS	0	0	0	See Phase 2
8.15	Other Environmental Permits	LS	0	0	0	See Phase 2
Environmental Permits, Compliance and Clearances Technical Subtotal					80	
8.16	Technical Meetings	LS	1	24	24	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	5%	4	
8.18	Supervision	LS	%	5%	4	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					32	
8.19	Coordination	LS	%	3%	3	
8. Environmental Permits, Compliance and Clearances Total					115	

Project Activity 8: Environmental Permits, Compliance and Clearances

Phase 1

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Technical Meetings						Note:
	WMD	EA	2	8	16	hours/unit = # attend X hours per meeting/ PM incl. in Project General Task 1 attend + PM NFWWMD pre-application meeting + follow-up
	ACOE	EA	1	8	8	1 attend + ACOE determination of jurisdiction mtg
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
Subtotal Technical Meetings					24	
	Progress Meetings	EA	0	0	0	No significant impacts anticipated
	Phase Review Meetings	EA	0	0	0	No significant impacts anticipated
Total Meetings					24	

Carries to 8.16

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings
Phase 1

Estimator: ML

om West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 PO 10-11.071

Task No.	Task	Units	Design and Production Staffhours				Comments					
			No. of Units	Hours per Unit	No. of Sheets	Total						
General Drawings												
9.1	Index of Drawings	Sheet	0	0	0	0						
9.2	Project Layout	Sheet	0	0	0	0						
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0						
9.4	Miscellaneous Common Details	Sheet	0	0	0	0						
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0						
9.6	Existing Bridge Plans	LS	0	0		0						
9.7	Assemble Computation Book and Quantities	LS	0	0		0						
9.8	Cost Estimate	LS	0	0		0						
9.9	Technical Special Provisions	LS	0	0		0						
Structures - Summary and Miscellaneous Tasks						0	0					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	
10-16	Bridge 1	0	0	0	0	0	0	0	0			
17	Retaining Walls	0								0		
18	Miscellaneous Structures (See Tab 18)	253									253	
Structures Technical Subtotals		253	0	0	0	0	0	0	0	0	253	
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments						
9.10	Field Reviews	LS	1	4	4	1 attend 1 field reviews for 4 hours						
9.11	Technical Meetings	LS	1	10	10	Meetings are listed below						
9.12	Quality Assurance/Quality Control	LS	%	5%	13							
9.13	Independent Peer Review	LS	%	0%	0							
9.14	Supervision	LS	%	5%	13							
Structures Nontechnical Subtotal					40							
9.15	Coordination	LS	%	3%	9							
9. Structures - Summary and Miscellaneous					49							

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Phase 1

Technical Meetings

BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0

Progress Meetings	EA	2	3	6	as required during structural intensive design periods
Phase Review Meetings	EA	1	4	4	60% only with County

Total Meetings **10**

Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Project Activity 18: Structures - Miscellaneous

Estimator: JHL

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	4	30	4	120	Extend both sides of two box culverts. Since these are not bridge culverts, a load rating is not required. (94% @ 128 Total)
Strain Poles							
18.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
18.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
Mast Arms							
18.5	Mast Arms	EA Pole	6	22.1		133	Evaluate 6 existing mast arms (4 at Pine Forest and 2 at Fowler) with the new loading under both the 1994 and 2009 wind codes (20 hrs each). Includes design of replacement mast arms at both Pine Forest and Fowler if necessary. If any existing mast arms do not meet 2009 wind code, prepare a variation (21 hrs). Shop drawing review under Task 18.22. (94% @ x 141 Total)
Overhead/Cantilever Sign Structures							
18.6	Cantilever Sign Structures	EA Design	0	0	0	0	
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8	Special (Long Span) Overhead Sign Structures	EA Design	0	0	0	0	
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
High Mast Lighting							
18.11	High Mast Lighting Structures	EA Design	0	0	0	0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
18.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design for Wall Height Covered by Standards	EA Design	0	0	0	0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	0	0	0	0	
Special Structures							
18.19	Fender System	LS	1	0		0	
18.20	Fender System Access	LS	1	0		0	
18.21	Special Structures	LS	1	0		0	
18.22	Other Structures	LS	0	0		0	
18. Structures - Miscellaneous Total					4	253	

Project Activity 19: Signing and Pavement Marking Analysis

Phase 1

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	3	3	Review PE report, typ section package & alignment and queue analysis
19.2	No Passing Zone Study	LS	0	0	0	Not anticipated
19.3	Reference and Master Design File	LS	1	160	160	40 hrs + 60 hrs X 2.4 miles + 8 hours X 2 major signalized intersection (80% @ 200 Total)
19.4	Multi-Post Sign Support Calculations	EA	3	2.4	7	(80% @ 9 Total)
19.5	Sign Panel Design Analysis	EA	12	2.25	27	(75% @ 36 Total)
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	Not anticipated
19.7	Quantities	LS	1	27	27	1.5 hrs/sht @ 23 sheets (75% @ 36 Total)
19.8	Computation Book	LS	1	32	32	(80% @ 40 Total)
19.9	Cost Estimate	LS	1	16	16	Preliminary (8) + Phase II (8) (80% @ 20 Total)
19.10	Technical Special Provisions	LS	0	0	0	Not anticipated
19.11	Other Signing and Pavement Marking	LS	0	0	0	Not anticipated
Signing and Pavement Marking Analysis Technical Subtotal					272	
19.12	Field Reviews	LS	1	8	8	2 staff X 2 (4-hour) reviews (50% @ 16 Total)
19.13	Technical Meetings	LS	0	0	0	Meetings are listed below, included in 4.0 Roadway Analysis
19.14	Quality Assurance/Quality Control	LS	%	5%	14	
19.15	Independent Peer Review	LS	%	0%	0	
19.16	Supervision	LS	%	5%	14	
Signing and Pavement Marking Analysis Nontechnical Subtotal					36	
19.17	Coordination	LS	%	3%	9	
19. Signing and Pavement Marking Analysis Total					317	

Project Activity 19: Signing and Pavement Marking Analysis

Phase 1

Technical Meetings					
Sign Panel Design	EA	0	0	0	included in 4.0 Roadway Analysis
Queue Length Analysis	EA	0	0	0	included in 4.0 Roadway Analysis
Local Governments (cities, counties)	EA	0	0	0	included in 4.0 Roadway Analysis
Other Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Subtotal Technical Meetings				0	
Progress Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Phase Review Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Total Meetings				0	

Carries to 19.13

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans
Phase 1

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 PO 10-11.071

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	1	1	1	no map (50% @ 2 Total)
20.2	Summary of Pay Items Including CES Input		LS	0	0		0	not applicable
20.3	Tabulation of Quantities		Sheet	3	14.4	3	43	12 hours 1st sheet + 6 hrs each additional (60% @ 72 Total)
20.4	General Notes/Pay Item Notes		Sheet	1	3.6	1	4	(60% @ 6 Total)
20.5	Project Layout		Sheet	0	0	0	0	not applicable
20.6	Plan Sheet		Sheet	23	2.44	23	56	(80% @ 70 Total)
20.7	Typical Details		EA	1	6.4	1	6	3 hrs/detail + 2 hrs/sheet (curbed median detail & curbed island details) (80% @ 8 Total)
20.8	Guide Sign Worksheet(s)		EA	1	2.4	1	2	80% @ 3 Total (three sheets)
20.9	Traffic Monitoring Site		EA	0	0	0	0	not applicable
20.10	Cross Sections		EA	0	0	0	0	not applicable
20.11	Special Service Point Details		EA	0	0	0	0	included in 21. Signalization
20.12	Special Details		LS	0	0	0	0	see Task No. 20.7
20.13	Interim Standards		LS	1	3.2	1	3	(80% @ 4 Total) per staff hour estimation guidelines
Signing and Pavement Marking Plans Technical Subtotal						31	115	
20.14	Quality Assurance/Quality Control		LS	%	5%		6	
20.15	Supervision		LS	%	5%		6	
20. Signing and Pavement Marking Plans Total						31	127	

Project Activity 21: Signalization Analysis

Phase 1

Estimator: SE ML

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	3	12	36	Conduct 8-Hour Turning Movement Counts at Ashland Avenue, Waring Road and New Market Street. Road tube counts are not included.
21.2	Traffic Data Analysis	PI	0	0	0	
21.3	Signal Warrant Study	LS	1	36	36	Conduct Signal Warrant Analysis at Waring Road / Littleton Street, including 24-Hour Approach Counts. TMC is not included.
21.4	System Timings	LS	1	4.5	5	(75% @ 6 Total)
21.5	Reference and Master Signalization Design File	PI	2	30	60	(75% @ 80 Total)
21.6	Reference and Master Interconnect Communication Design File	LS	1	58.5	59	8 hr set-up + 28 hrs/mile at 2.5 miles (75% @ 78 Total)
21.7	Overhead Street Name Sign Design	EA	4	2.25	9	(75% @ 12 Total)
21.8	Pole Elevation Analysis	LS	1	2.25	2	(75% @ 3 Total)
21.9	Traffic Signal Operation Report	LS	1	22.5	23	(75% @ 30 Total)
21.10	Quantities	LS	1	9	9	(75% @ 12 Total)
21.11	Cost Estimate	LS	1	8	8	Preliminary (4) + Phase II (4)
21.12	Technical Special Provisions	LS	1	0	0	Not anticipated
21.13	Other Signalization Analysis	LS	0	0	0	Not anticipated
Signalization Analysis Technical Subtotal					247	
21.14	Field Reviews	LS	1	0	0	
21.15	Technical Meetings	LS	1	4	4	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	12	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	12	

Project Activity 21: Signalization Analysis

Phase 1

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Signalization Analysis Nontechnical Subtotal					28	
21.19	Coordination	LS	%	3%	8	
21. Signalization Analysis Total					283	

Technical Meetings

FDOT Traffic Operations	EA	0	0	0	
FDOT Traffic Design	EA	0	0	0	
Power Company (service point coordination)	EA	0	0	0	
Maintaining Agency (cities, counties)	EA	1	2	2	1 attend + 1 traffic sub + PM. Discuss data collection methodology and access management. Prepare and document meeting with County.
Railroads	EA	0	0	0	
Other Meetings	EA	1	2	2	1 attend + PM present safety, traffic data, communication line design, access management to County
Subtotal Technical Meetings					4
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	

Total Meetings **4**

Carries to 21.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 22: Signalization Plans
Phase 1

Estimator: SE

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	3	1	3	(75% @ 4 Total)
22.2	Summary of Pay Items Including CES Input		Sheet	1	6	1	6	(75% @ 8 Total)
22.3	Tabulation of Quantities		Sheet	1	9	1	9	(75% @ 12 Total)
22.4	General Notes/Pay Item Notes		Sheet	2	6	2	12	(75% @ 16 Total)
22.5	Plan Sheet		Sheet	2	4.5	2	9	(75% @ 12 Total)
22.6	Interconnect Plans		Sheet	23	1.6	23	37	(80% @ 46 Total)
22.7	Traffic Monitoring Site		EA	0	0	0	0	not anticipated
22.8	Guide Sign Worksheet		EA	1	4.5	0	5	(75% @ 6 Total)
22.9	Special Details		Sheet	0	0	0	0	not anticipated
22.10	Special Service Point Details		EA	0	0	0	0	not anticipated
22.11	Mast Arm/Monotube Tabulation Sheet		PI	2	3	0	6	(75% @ 8 Total)
22.12	Strain Pole Schedule		PI	2	1.5	0	3	(75% @ 4 Total)
22.13	TCP Signal (Temporary)		EA	1	6	2	6	(75% @ 8 Total)
22.14	Temporary Detection Sheet		PI	0	0	0	0	included in 22.13
22.15	Utility Conflict Sheet		Sheet	2	4.5	2	9	(75% @ 12 Total)
22.16	Interim Standards		LS	1	3	0	3	minimum hours per guidelines (75% @ 4 Total)
Signalization Plans Technical Subtotal						34	108	
22.17	Quality Assurance/Quality Control		LS	%	5%		5	
22.18	Supervision		LS	%	5%		5	
22. Signalization Plans Total						34	118	

Project Activity 23: Lighting Analysis

Phase 1

Estimator: JC

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	1	52	52	Lighting Justification Report
23.2	Lighting Design Analysis Report	LS	1	0	0	
23.3	Aeronautical Evaluation	LS	0	0	0	
23.4	Voltage Drop Calculations	LS	0	0	0	
23.5	FDEP Coordination and Report	LS	0	0	0	
23.6	Reference and Master Design Files	LS	0	0	0	
23.7	Temporary Lighting	LS	0	0	0	
23.8	Design Documentation	LS	0	0	0	
23.9	Quantities	LS	0	0	0	
23.10	Cost Estimate	LS	0	0	0	
23.11	Technical Special Provisions	LS	0	0	0	
23.12	Other Lighting Analysis	LS	0	0	0	
Lighting Analysis Technical Subtotal					52	
23.13	Field Reviews	LS	1	8	8	1 reviews at 8 hours per review
23.14	Technical Meetings	LS	1	4	4	
23.15	Quality Assurance/Quality Control	LS	%	5%	3	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	3	
Lighting Analysis Nontechnical Subtotal					18	
23.18	Coordination	LS	%	3%	2	FDOT and County Coordination
23. Lighting Analysis Total					72	

Project Activity 23: Lighting Analysis

Phase 1

Technical Meetings

FDOT Lighting Design	EA	0	0	0	
FDOT Traffic Design	EA	0	0	0	
Power Company (service point coordination)	EA	0	0	0	
Maintaining Agency (cities, counties)	EA	1	4	4	1 attend meeting + prep and document meeting via tele-conf
Airport authority	EA	0	0	0	
FDEP Lighting (coast areas)	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				4	

Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings **4**

Carries to 23.14

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task :

**Project Activity 27: Survey
Phase 1**

Estimator: J Lance
Design 4/18/2011

Project:

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.01	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Recover horizontal Control from previous survey
	Multi-lane Roadway	Mile	2.50	0.40	1.00	1.00	1.00	1.00	1.00	
	Interstate	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.02	Vertical PC / Bench Line									
	2-Lane Roadway	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Recover vertical control from previous survey
	Multi-lane Roadway	Mile	2.50	0.40	1.00	1.00	1.00	1.00	1.00	
	Interstate	Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.03	Alignment and Existing R/W Lines									
		Mile	2.50	0.60	1.50	2.00	3.00	3.00	4.50	obtained from FDOT; recover, selected verification, cadd import
27.04	Aerial Targets			Units/Day						
	2-Lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	not applicable
	Multi-lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.05	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	obtain from previous survey
	Multi-lane Roadway	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Reference Points	"B"	0.00	Units/Day						
	Non Alignment Points/Approximate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.06	Topography/DTM (3D)									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	previous survey available; the addition of roadway changes since previous survey will be included in other parts of this estimate
27.07	Planimetric (2D)									
		Mile	2.50	2.00	5.00	2.00	10.00	3.00	15.00	includes individual property line ties
27.08	Roadway Cross-Sections/Profiles									
		Mile	2.50	1.20	3.00	2.00	6.00	3.00	9.00	check cross-sections to check dtm, includes side streets, 5 xsecs/day
27.09	Side Street Surveys									
		Mile	0.85	8.24	7.00	3.00	21.01	4.00	28.02	10 side streets at 300' length, 2 side streets (SR 297) at 750' length full dtm
27.10	Underground Utilities									
	Designates	Mile/Site	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Clear 4 mast arm locations (2 Fowler + 2 Pine Forest). Assume previous survey utility locations.
	Locates	Point	4	1.25	5.00	2.00	10.00	3.00	15.00	
	Survey	LS	5	0.20	1.00	2.00	2.00	3.00	3.00	
27.11	Outfall Survey									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	not applicable

**Project Activity 27: Survey
Phase 1**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.12	Drainage Survey			Units/Day						not applicable
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.13	Bridge Survey									not applicable
	Minor / Major	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.14	Channel Survey									not applicable
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.15	Pond Site Survey									2 existing county ponds, 1 proposed; topo and boundary surveys with conveyance routes
		EA	3.00	4.00	12.00	2.00	24.00	3.00	36.00	
27.16	Mitigation Survey									not applicable
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.17	Jurisdiction Line Survey									wetland lines - 1 location identified
		Mile	1.00	0.50	0.50	1.00	0.50	2.00	1.00	
27.18	Geotechnical Support			Units/Day						9 mast arms, pavement design, ponds (staking and/or location)
		EA	57.0	0.04	2.28	1.00	2.28	2.00	4.56	
27.19	Sectional / Grant Survey									selected section corners in Section 1, 2, 11, 12 T1S, R31W; use DRMP previous survey
		Corner	13	0.31	4.03	3.00	12.09	3.00	12.09	
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.20	Subdivision Location									approx. 15 blocks in 9 subs
		Block	11	0.55	6.05	2.00	12.10	3.00	18.15	
27.21	Maintained R/W									not applicable
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.22	Boundary Survey									A1 and B1 ponds and conveyances
		EA	2.00	3.25	6.50	2.00	13.00	4.00	26.00	
27.23	Water Boundary Survey									
		EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.24	R/W Staking / R/W Line									3 r/w req's
		EA	3	0.33	0.99	1.00	0.99	1.00	0.99	
		Mile			0.00	0.00	0.00	0.00	0.00	
27.25	R/W Monumentation									not applicable
		Point	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.26	Line Cutting									not applicable
		Mile	0.00	0.00	0.00					
27.27	Work Zone Safety									
		LS	0.125	112.38	14					
27.28	Miscellaneous Surveys									preparation of sketch of descriptions for one lg pond site (~6 parcels) only (preparation of TCE sketches for drwys with legal descriptions not included)
			3.00	3	9.00	0.00	0.00	1.8	16.00	
Survey Subtotal				Crew Days	80	Field Support Hours	119	Office Support Hours	191	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
			10%	80	8	2.00	12.00	3.00	19	

**Project Activity 27: Survey
Phase 1**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.30	Document Research	Units								
			0.00						0	
27.31	Field Reviews	Units								
			16.00						16	
27.32	Technical Meetings	LS								Meetings are listed below; None anticipated unless requested by COUNTY Design Project Manager or County Surveyor
			8.00						8	
27.33	Quality Control / Quality Assurance	LS						5%	30	Plue 20 hours to review each detail sheet
27.34	Supervision	LS						5%	18	
27.35	Coordination	LS								
								3%	6	
27. Survey Total					88		Field Support Hours	131	Office Support Hours	287

SPLS = 21
 PLS = 126
 Office Support = 272
 Total Hours = 418

Technical Meetings

Kickoff Meeting with County	EA	1	3	3	
Baseline Approval Review	EA	1	0	0	
Network Control Review	EA	1	0	0	
Vertical Control Review	EA	1	0	0	
Local Governments (cities, counties)	EA	1	3	3	
Final Submittal Review	EA	1	0	0	
Other Meetings	EA	1	0	0	
Subtotal Technical Meetings				6	
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	1	2	2	30%

Total Meetings

8
 Carries to 27.32

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 29: Mapping
Phase 1

Estimator: .AS

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
40868	Master CADD File						
29.1	Alignment	Mile	2.6	1	0	3	
29.2	Section and 1/4 Section Lines	Section	2.5	1	0	3	
29.3	Subdivisions / Property Lines	EA	6	3	0	18	
29.4	Existing R/W	Mile	5.2	1	0	5	
29.5	Topography	Mile	1	1	0	1	
29.6	Parent Tract Properties/Existing Easements	Parcel	10	1	0	10	
29.7	Proposed R/W Requirements	Parcel	10	1	0	10	
29.8	Limits of Construction	Mile	10	1	0	10	
29.9	Jurisdictional/Agency Lines	Linear Mile	0	0	0	0	
	Sheet Files						
29.10	Control Survey Cover Sheet	Sheet	1	4	1	4	
29.11	Control Survey Key Sheet	Sheet	0	6	0	0	
29.12	Control Survey Detail Sheet	Sheet	9	20	9	180	
29.13	R/W Map Cover Sheet	Sheet	0	2	0	0	
29.14	R/W Map Key Sheet	Sheet	1	20	1	20	
29.15	R/W Map Detail Sheet	Sheet	2	18	2	36	
29.16	Maintenance Map Cover Sheet	Sheet	0	0	0	0	
29.17	Maintenance Map Key Sheet	Sheet	0	0	0	0	
29.18	Maintenance Map Detail Sheet	Sheet	0	0	0	0	
29.19	Reference Point Sheet	Sheet	1	12	1	12	
29.20	Project Network Control Sheet	Sheet	0	0	0	0	
29.21	Table of Ownerships Sheet	Sheet	1	6	1	6	

Project Activity 29: Mapping

Phase 1

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Miscellaneous							
29.22	Parcel Sketches	Parcel	0	0		0	
29.23	TIITF Sketches	Parcel	0	0		0	
29.24	Other Specific Purpose Survey Map	EA	0	0		0	
29.25	Boundary Survey(s) Map	EA	0	0		0	
29.26	R/W Monumentation Map	Mile	0	0		0	
29.27	Title Search Map	LS	0	0		0	
29.28	Title Search Report	LS	0	0		0	
29.29	Legal Descriptions	Parcel	10	3		30	
29.30	Final Maps/Plans Comparison	Sheet	2	1	2	2	
Mapping Technical Subtotal					17	350	
29.31	Field Reviews	LS	1	0		0	
29.32	Technical Meetings	LS	1	14		14	Meetings are listed below
29.33	Quality Assurance/Quality Control	EA	%	5%		18	
29.34	Supervision	EA	%	5%		18	
Mapping Nontechnical Subtotal						50	
29.35	Coordination	LS	%	3%		12	
29.36	Supplemental Mapping	LS	%	0%		0	
29. Mapping Total					17	412	

Project Activity 29: Mapping

Phase 1

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
----------	------	-------	--------------	-------------	---------------	-------------	----------

Technical Meetings

Kickoff meeting with FDOT	EA	1	4	4			
Control map review	EA	1	4	4			
45/60/90/final map review	EA	3	2	6			
Other meetings	EA	0	0	0			

Subtotal technical meetings 14

Progress Meetings	EA	0	0	0			
Phase Review Meetings	EA	0	0	0			

Total Meetings 14

Carries to 29.32

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 30: Geotechnical
Phase 1

Estimator: A Singletary

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway						
30.1	Document Collection and Review	LS	1	15	15	
30.2	Develop Detailed Boring Location Plan	LS	1	5	5	
30.3	Stake Borings/Utility Clearance	Boring	144	0.3	43	Roadway-SPT 25@20', Auger 101@5'; Ponds Auger 18@30' average depth
30.4	Coordinate and Develop MOT Plans for Field Investigation	EA	1	4	4	
30.5	Drilling Access Permits	Location	0	0	0	
30.6	Property Clearances	EA	1	2	2	assumed County/FDOT ROW except Pond C1
30.7	Groundwater Monitoring	EA	18	0.25	5	
30.8	LBR/Resilient Modulus Sampling	EA	7	0.5	4	.5 hr per sample
30.9	Coordination of Field Work	100 lf of boring	15.5	1	16	
30.10	Soil and Rock Classification - Roadway	100 lf of boring	10	1	10	
30.11	Design LBR	LS	1	5	5	
30.12	Laboratory Data	100 lf of boring	15.5	1	16	
30.13	Seasonal High Water Table	Boring	144	0.1	14	
30.14	Parameters for Water Retention Areas	EA	3	4	12	
30.15	Delineate Limits of Unsuitable Material	Cross-section	5	5	25	5 culvert crossings
30.16	Electronic Files for Cross-Sections	100 lf of boring	10	1.5	15	
30.17	Embankment Settlement and Stability	Embankment Boring	0	0	0	none anticipated
30.18	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	none anticipated
30.19	Geotechnical Recommendations	LS	1	24	24	
30.20	Pavement Condition Survey and Pavement Evaluation Report	LS	1	8	8	Minimal effort due to information obtained from FDOT.
30.21	Preliminary Roadway Report	LS	1	24	24	
30.22	Final Report	EA	1	24	24	
30.23	Auger Boring Drafting	100 lf boring	10.5	4	42	
30.24	SPT Boring Drafting	100 lf boring	5	6	30	
Roadway Geotechnical Subtotal					343	

**Project Activity 30: Geotechnical
Phase 1**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Structures						
30.25	Develop Detailed Boring Location Plan	LS	1	2	2	5 culvert crossings; 6 mast arms; 4 lights
30.26	Stake Borings/Utility Clearance	Boring	20	0.3	6	
30.27	Coordinate and Develop MOT Plans for Field Investigation	EA	1	2	2	
30.28	Drilling Access Permits	Location	2	3	6	
30.29	Property Clearances	EA	0	0	0	assumed County/FDOT ROW
30.30	Collection of Corrosion Samples	EA	10	1	10	
30.31	Coordination of Field Work	100 lf of boring	4.4	1	4	culvert 10@20'; mast arm 4@30'; light 4@30'
30.32	Soil and Rock Classification - Structures	100 lf of boring	4.4	1	4	
30.33	Tabulation of Laboratory Data	100 lf of boring	4.4	1	4	
30.34	Estimate Design Groundwater Level for Structures	EA	15	0.25	4	
30.35	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	none anticipated
30.36	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	none anticipated
30.37	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	none anticipated
30.38	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	none anticipated
30.39	Walls	Wall Boring	0	0	0	none anticipated
30.40	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	none anticipated
30.41	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	10	1	10	
30.42	Box Culvert Analysis	EA	5	6	30	
30.43	Preliminary Report - BDR	EA	0	0	0	none anticipated
30.44	Final Report - Bridge and Associated Walls	EA	0	0	0	none anticipated
30.45	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	1	10	10	
30.46	SPT Boring Drafting	100 lf of boring	4.4	6	26	
30.47	Other Geotechnical for Signal	LS	1	8	8	for signal/lighting
Structural Geotechnical Subtotal					126	
Geotechnical Technical Subtotal					469	
30.48	Technical Special Provisions	EA	0	0	0	
30.49	Field Reviews	LS	1	8	8	
30.50	Technical Meetings	LS	1	17	17	Meetings listed below
30.51	Quality Assurance/Quality Control	LS	%	5%	23	
30.52	Supervision	LS	%	5%	23	
Geotechnical Nontechnical Subtotal					71	

Project Activity 30: Geotechnical
Phase 1

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
30.53	Coordination	LS	%	3%	16	
30.54	Optional Preliminary Contamination Assessment	LS	0	0	0	
30. Geotechnical Total					556	

Technical Meetings

Kickoff Meeting with County	EA	0	0	0	
Boring Layout Approval	EA	0	0	0	
Attend in BDR Review Meeting	EA	0	0	0	
30/60/90% Submittal Review	EA	0	0	0	
Other Meetings	EA	4	2	8	
Subtotal Technical Meetings				8	

Progress Meetings	EA	2	3	6	1 attend
Phase Review Meetings	EA	1	3	3	1 attend (Kick off)

Total Meetings				17	
-----------------------	--	--	--	-----------	--

Carries to 30.49

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Exhibit B

**S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
19-Jan-12**

This table indicates the efforts for Phase 1 and Phase 2.

Phase 1 is the Preliminary Design needed to identify right of way requirements.

Phase 2 indicates the percentage of effort needed to complete the the task for FDOT Letting.

Activity	Description	Phase 1 (%)	Phase 2 (%)
3.0	Project General and Project Common Tasks	82%	18%
4.0	Roadway Analysis	79%	21%
5.0	Roadway Plans	77%	23%
6.0	Drainage Analysis	83%	17%
7.0	Utilities	75%	25%
8.0	Environmental Permits, Compliance & Clearances	43%	57%
9.0	Structures - Misc. Tasks, Dwgs, Non-Tech.	69%	31%
18.0	Structures - Miscellaneous	83%	17%
19.0	Signing & Pavement Marking Analysis	78%	22%
20.0	Signing & Pavement Marking Plans	75%	25%
21.0	Signalization Analysis	78%	22%
22.0	Signalization Plans	76%	24%
23.0	Lighting Analysis	13%	87%
24.0	Lighting Plans	0%	100%
25.0	Landscape Architecture Analysis	0%	100%
26.0	Landscape Architecture Plans	0%	100%
27.0	Survey (Field & Office Support)	100%	0%
28.0	Photogrammetry	-	-
29.0	Mapping	100%	0%
30.0	Geotechnical	100%	0%

Phase 1	\$ 1,148,771.42
Phase 2	\$ 365,265.73
Total	\$ 1,514,037.15

Project Information Sheet
(PHASE 2)

Escambia Co. Solicitation Id Number TO / FPID: 08-09.100 / 218605-2-38-02 Federal Aid Project Identification Number: TBD

Name of Prime / Subconsultant: DRMP, Inc. County: Escambia

Project Description: S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

Begin Milepost: 7.92 End Milepost: 10.33 Project Length: 2.41 Miles

Number of Lanes: 4 Typical Section: suburban (Urban / Rural / Int. :) Lane Configuration: Divided (Divided / Undivided)

Project Type: Major (Minor / Major) Access Management Classification: 6 to 5 Roadway Classification: NHS/non-SIS (NHS/FIHS/Off Sys.):

CAP Level: 3 TCP Level: II Survey Level: _____

Variations: 1. _____ Exceptions: 1. _____
 2. _____ 2. _____
 3. _____ 3. _____
 4. _____ 4. _____
 5. _____ 5. _____

Proposed Design Contract Time: 24 months

Project Preliminary Design Specifics:

Roadway	Plan/Profile	<===Roadway Plan Type (Plan/Profile, Plan Only, etc.)
Drainage	90	<===Number of Drainage Structures
Utility Coordination	15	<===Number of Effected Utilities
Structures - Bridges	N	<=== Bridge Structures? (Y/N, number)
Structures - Retaining Walls	N	<=== Retaining Walls? (Y/N, number)
Structures - Misc. Structures	Y, 2	<=== Miscellaneous Structures? (Y/N, number)
Permits	Y, ERP NWFWM	<===Permits Required (WMD, ACOE, Local Permits, etc.)
Signing and Pavement Marking	Y	<===Signing & Pavement Marking Plans Required? (Y / N)
Signalization Intersections	2	<===Number of Intersections Requiring Signals:
Non-Signalized Intersections	12	<===Number of Non-Signalized Intersections
Traffic Control	3	<===Number of phases requiring detailed phase drawings
Landscaping	Y	<===Landscaping Plans Required? (Y / N)
Right-of-Way	Y for 1 pond	<===Right Of Way Plans Required? (Y / N)
Lighting	Y, LJR	<===Lighting Plans Required? (Y / N)
Construction Inspection Services	No	<===Architectural Plans Required? (Y / N)
Geotech	Y (sub consultant)	<===Geotechnical Consultant Services Required? (Y / N)
Survey	Y	<===Survey Consultant Services Required? (Y / N)
JPAs	Y for 2 ponds	<===JPAs Prepared by Consultant? (Y / N, if so how many?)
Mitigation Plan	N	<===Mitigation Plans Required? (Y / N)
Noise Barriers	N	<===Noise Walls Plans Required? (Y / N)
Bid/Specifications Package	Y	<===Specifications Package to be Prepared by Consultant? (Y / N)

ESTIMATE OF WORK EFFORT AND COST - DRMP (PHASE 2)
 (THESE ITEMS CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE COUNTY PROJECT MANAGER.)

Name of Project: S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 11/21/2011 Escambia
 PD: 08-09.100 / 218605-2-38-02
 FAP No.: TBD

Consultant Name: DRMP, Inc.
 Consultant No.: 08.0212.000
 Date: 3/6/2012
 Estimator: RM

Staff Classification	Total Staff Hours From "SH Summary-Firm"	Chief Engineer/D	Senior Engineer	Project Engineer	Project Manager	Engine Intern	Secretary/Clerical	CADD/Computer	Environmental	Senior Scientist	Senior Surveyor &	Surveyor & Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$52.64	\$47.73	\$38.27	\$36.96	\$26.98	\$16.39	\$43.67	\$28.87	\$25.45	\$20.80	\$16.19	\$13.70			
3. Project General and Project Common Tasks	165	46	33	17	41	23	5	0	0	0	0	0	0	165	\$6,865	42
4. Roadway Analysis	610	43	140	92	122	122	18	73	0	0	0	0	0	610	\$23,750	39
5. Roadway Plans	666	33	67	100	147	100	20	200	0	0	0	0	0	667	\$25,955	39
6. Drainage Analysis	192	13	44	29	38	38	6	23	0	0	0	0	0	191	\$7,427	39
7. Utilities	96	10	19	14	19	19	3	12	0	0	0	0	0	96	\$3,757	39
8. Environmental Permits, Compliance & Clearances	150	8	15	8	0	15	5	18	38	45	0	0	0	152	\$4,958	33
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	22	1	2	3	6	10	0	0	0	0	0	0	0	22	\$754	34
18. Structures - Miscellaneous	52	3	5	8	13	23	0	0	0	0	0	0	0	52	\$1,804	35
19. Signing & Pavement Marking Analysis	91	5	14	18	23	18	0	14	0	0	0	0	0	92	\$3,567	39
20. Signing & Pavement Marking Plans	42	2	2	4	11	6	0	17	0	0	0	0	0	42	\$1,665	40
21. Signalization Analysis	79	4	12	16	20	16	0	12	0	0	0	0	0	80	\$3,091	39
22. Signalization Plans	37	2	4	6	8	6	1	11	0	0	0	0	0	38	\$1,480	39
23. Lighting Analysis	491	34	113	74	98	98	15	59	0	0	0	0	0	491	\$19,104	39
24. Lighting Plans	156	8	16	23	34	23	5	47	0	0	0	0	0	156	\$6,077	39
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	2,849	212	486	412	580	517	78	486	38	45	0	0	0	2,854		
Total Staff Cost		\$11,159.68	\$23,196.78	\$15,767.24	\$21,436.80	\$13,948.66	\$1,278.42	\$21,223.62	\$1,097.06	\$1,145.25	\$0.00	\$0.00	\$0.00		\$110,253.51	\$38.63

Check = \$110,253.51

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$110,253.51
OVERHEAD:	168%	\$185,225.90
OPERATING MARGIN:	12%	\$35,457.53
FCCM (Facilities Capital Cost Money):	1.50%	\$4,964.05
EXPENSES:	0.00%	\$0.00
DRMP Roadway Design		\$335,900.99
SUBTOTAL ESTIMATED FEE:		\$335,900.99
Wood+Partners		\$29,364.74
GRAND TOTAL ESTIMATED FEE:		\$365,265.73

ESTIMATE OF WORK EFFORT AND COST - WOOD + PARTNERS (LANDSCAPING)

Name of Project:
11/21/2011
FPN:
FAP No.:

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
Escambia
08-09.100 / 218605-2-38-02
TBD

Phase 2

Consultant Name: DRMP, Inc.
Consultant No.: 08.0212.000
Date: 3/6/2012
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Principal	Associate	Senior Project	Landscape Architect	Project Planner	Admin / Clerical	Technician						SH	Salary Cost By Activity	Average Rate Per Task
														By Activity		
25. Landscape Architecture Analysis	152	35	23	30	30	11	5	18	0	0	0	0	0	152	\$5,573	\$36.66
26. Landscape Architecture Plans	124	12	19	27	19	6	4	37	0	0	0	0	0	124	\$4,066	\$32.79
Total Staff Hours	276	47	42	57	49	17	9	55	0	0	0	0	0	276		
Total Staff Cost		\$2,259.29	\$1,740.48	\$2,172.84	\$1,624.35	\$507.11	\$149.13	\$1,185.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,638.45	\$34.92

Check = \$9,638.45

SALARY RELATED COSTS:		\$9,638.45
OVERHEAD:	168%	\$16,192.60
OPERATING MARGIN:	12%	\$3,099.73
FCCM (Facilities Capital Cost Money):	1.50%	\$433.96
EXPENSES:	0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:		\$29,364.74
Survey (Field)	0	3-man crew da \$ - / day
GRAND TOTAL ESTIMATED FEE:		\$29,364.74

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 3: Project Common and Project General Tasks
Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

Updated 080818

PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					One (1-hour) informal Public Meetings w/ FDOT Requirements.
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	COUNTY to submit to Public Officials/Consultant to submit to FDOT
3.1.3	Prepare Mailing Lists	LS	0	0	0	See Phase 1
3.1.4	Median Modification Letters	LS	1	0	0	not anticipated. No existing median
3.1.5	Driveway Modification Letters	LS	0	0	0	Performed pre- or post- 60% submittal See Phase 1
3.1.6	Newsletters	LS	0	0	0	See Phase 1
3.1.7	Renderings and Fly Throughs	LS	0	0	0	See Phase 1
3.1.8	PowerPoint Presentation	LS	0	0	0	not anticipated
3.1.9	Public Meeting Preparations	LS	0	0	0	See Phase 1
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	Min. 32 hours for two participants + 8 per attendee (4 additional attendees)
3.1.11	MPO Meetings	LS	0	0	0	not anticipated
3.1.12	One-Page Summary for Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	2	6	12	includes in electronic delivery package
3.3	Specifications Package Preparation	LS	1	30	30	FDOT specification package and revisions
3.4	Contract Maintenance	LS	1	24	24	4 hours per month for assumed 6 months for Phase 2
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	not anticipated
3.6	Prime Consultant Project Manager Meetings	LS	1	44	44	See listing below
3.7	Plans Update	LS	0	0	0	Staffhours will be negotiated following Basic Services and at the time the plans come "off the shelf" for bidding.
3.8	Post Design Services	LS	1	0	0	Negotiated post letting and in advance of Pre-Con.
3.9	Electronic Delivery	LS	1	55	55	Rdwy + 3 components (SAPM, Signal, Lighting or Landscape) 900 shts (18.25 hrs X 3 submittals (Phase IV, Specs Review, Final))
3.10	Other Project General Tasks	LS	0	0	0	not anticipated
3. Project Common and Project General Tasks Total					165	

Project Activity 3: Project Common and Project General Tasks
Phase 2

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.6 - List of Project Manager Meetings						
	Roadway Analysis	EA	4	4	16	See Project Activity form for PM attendance under Technical Meetings
	Drainage	EA	2	4	8	See Project Activity form for PM attendance under Technical Meetings
	Utilities	EA	0	4	0	See Project Activity form for PM attendance under Technical Meetings
	Environmental Structures	EA	1	4	4	See Project Activity form for PM attendance under Technical Meetings
	Signing & Pavement Marking	EA	0	0	0	
	Signalization	EA	2	2	4	See Project Activity form for PM attendance under Technical Meetings
	Lighting	EA	1	4	4	See Project Activity form for PM attendance under Technical Meetings
	Landscape Architecture	EA	0	0	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Progress Meetings	EA	0	0	0	Included in staffhours
	Phase Reviews	EA	0	0	0	Included in staffhours
	Field Reviews	EA	2	4	8	For additional work (signalization, lighting, etc.)
Total Project Manager Meetings			12		44	

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 4: Roadway Analysis
Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	See Phase 1
4.2	Pavement Design Package	LS	1	0	0	See Terracon (includes mainline, major side st., minor sidestreet)
4.3	Access Management	LS	1	0	0	See Phase 1
4.4	Horizontal/Vertical Master Design Files	LS	1	133	133	300 1st mile + 260 * 1.4 miles (20% @ 664 Total)
4.5	Cross Section Design Files	LS	1	129	129	110 hours per mile X 2 for 50 ft spacing inc. 16 hour X 3 ponds + 16 hrs X 3 ditches (20% @ 646 Total)
4.6	Traffic Control Analysis	LS	1	64	64	80 hrs + 24 hrs X 2 Analyze ex. signals for temp signal + 40 hrs X 2 phases X 2.4 miles x-sections and temp. drainage (20% @ 320 Total)
4.7	Master TCP Design Files	LS	1	62	62	64 hrs X 2.4 miles X 2 phases + temp. drainage (100 scale) (20% @ 308 Total)
4.8	Design Variations	LS	0	0	0	None anticipated
4.9	Design Report	LS	1	40	40	FDOT and County documentation included in 1 FDOT submittal
4.10	Computation Book & Quantities	LS	1	24	24	1 FDOT submittal (20% @ 120 Total)
4.11	Cost Estimate	LS	1	24	24	minimum 1 submittal with construction time estimate
4.12	Technical Special Provisions	LS	1	8	8	See Phase 1
4.13	Other Roadway Analysis	LS	1	0	0	
Roadway Analysis Technical Subtotal					484	
4.14	Field Reviews	LS	1	16	16	Following 60% or 90% submittal (2 people @ 1day)
4.15	Technical Meetings	LS	1	44	44	Meetings are listed below
4.16	Quality Assurance/Quality Control	LS	%	5%	24	Rural 2-lane to suburban multi-lane reconstruct w/ R-W and utility impacts
4.17	Independent Peer Review	LS	%	0%	0	None anticipated
4.18	Supervision	LS	%	5%	24	Rural 2-lane to suburban multi-lane reconstruct w/ R-W and utility impacts
Roadway Analysis Nontechnical Subtotal					108	
4.19	Coordination	LS	%	3%	18	With County and FDOT for SR 10
4. Roadway Analysis Total					610	

Project Activity 4: Roadway Analysis

Phase 2

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Technical Meetings						Note:
						hours/unit = # attend X hours per meeting/ PM incl. in Project General Task
	Kickoff Design/Typical Section	EA	0	0	0	Phase 1
	Pavement Design	EA	0	0	0	not anticipated
	Access Management	EA	0	0	0	Phase 1
	15% Line and Grade	EA	0	0	0	Phase 1
	Driveways	EA	0	0	0	Phase 1
	Local Governments (cities, counties, MPO)	EA	1	4	4	Anticipate 1 with 2 participants post Phase 2 + PM
	Work Zone Traffic Control	EA	1	8	8	2 attend one meeting anticipated
	30/60/90/100% Comment Review Meetings	EA	2	8	16	2 attend + PM. Print Plans & Docs, Prepare Responses to Comments.
	Other Meetings	EA	2	8	16	1 attend + PM coordination with Co. and FDOT (JPA's, R-W, permits, etc.)
Subtotal Technical Meetings					44	
	Progress Meetings (if required by County)	EA	0	0	0	Progress Meetings included in 3.0 Project General Task.
	Phase Review Meetings	EA	0	0	0	See General Task 3
Total Meetings					44	

Carries to 4.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans
Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	2	1	2	(25% @ 8 Total)
5.2	Summary of Pay Items Including Quantity Input		Sheet	4	4	4	16	(25% @ 64 hours)
5.3	Drainage Map		Sheet	8	11	8	88	includes flood data (25% @ 352 Total) Two basins over 700 acres
5.4	Interchange Drainage Map		Sheet	0	0	0	0	not applicable
5.5	Typical Section Sheets		Sheet	4	3	4	12	mainline, 1 side street, 1 aux. lane, 1 4-lane w/ C&G, 1 side street w/ aux. lane, 1 for pond access (25% at 48 Total)
5.6	General Notes/Pay Item Notes		Sheet	3	2	3	6	(25% @ 24 Total)
5.7	Summary of Quantities		Sheet	12	4	12	48	(25% @ 192 Total)
5.8	Box Culvert Data Sheet		Sheet	1	1.5	1	2	2 box culverts (25% @ 6 Total)
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	not applicable
5.10	Summary of Drainage Structures		Sheet	4	1	4	4	(25% @ 16 hours)
5.11	Optional Pipe/Culvert Material		Sheet	2	2	2	4	(25% @ 16 hours)
5.12	Project Layout		Sheet	4	0	4	0	300 scale (0% @ 32 Total)
5.13	Plan/Profile Sheet		Sheet	23	1	23	23	40 scale (25% @ 92 Total)
5.14	Profile Sheet		Sheet	0	0	0	0	not applicable
5.15	Plan Sheet		Sheet	0	0	0	0	not applicable
5.16	Special Profile		Sheet	0	0	0	0	not anticipated
5.17	Back of Sidewalk Profile Sheet		Sheet	23	1.5	23	35	for internal use (0% @ 138 Total)
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	not applicable
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	not applicable
5.20	Intersection Layout Details		Sheet	12	1.92	12	23	(16% @ 144 Total)
5.21	Miscellaneous Detail Sheets		Sheet	0	0	0	0	not applicable
5.22	Drainage Structure Sheet (Per Structure)		EA	90	1		90	(25% @ 360 Total)
5.23	Miscellaneous Drainage Detail Sheets		Sheet	2	6	2	12	(25% @ 48 Total)
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	not applicable
5.25	Lateral Ditch Cross Sections		EA	0	0	0	0	not applicable
5.26	Retention/Detention Ponds Detail Sheet		Sheet	3	7.68	3	23	(16% @ 144 Total)
5.27	Retention Pond Cross Sections		EA	364	0.08	121	29	(16% @ 182 Total)
5.28	Cross-Section Pattern Sheet		Sheet	19	0.5	19	10	(25% @ 38 Total)

Project Activity 5: Roadway Plans
Phase 2

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.29	Roadway Soil Survey Sheet		Sheet	0	0	0	0	Provided by Terracon
5.30	Cross Sections		EA	364	0.088	121	32	12,725 LF at every 50' + 94 driveways + 16 misc. for Pine Forest and other side streets. (25% @ 128 Total)
5.31	Traffic Control Plan Sheets		Sheet	23	2.07	23	48	40 scale stacked 2 phases (25% @ 190 Total)
5.32	Traffic Control Cross Section Sheets		EA	10	0.15	10	2	Every 2500' per phase for 2 phases (25% @ 6 Total)
5.33	Traffic Control Detail Sheets		Sheet	6	2.5	6	15	general notes, typ sections, phasing notes per phase, adv. sign detail, summary of quantities (25% @ 60 Total)
5.34	Utility Adjustment Sheets		Sheet	30	2.5	30	75	40 scale with SUE Data & tables inc. pond routes, (25% @ 300 Total)
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	not applicable
5.36	Erosion Control Plan		Sheet	2	1	2	2	Typical plan sheet and Detail sheet (25% @ 8 Total)
5.37	SWPPP		Sheet	1	1	1	1	per permit (25% @ 4 Total)
5.38	Project Control Network Sheet		Sheet	2	1	2	2	Incorporate sheets provided by Survey (25% @ 8 Total)
5.39	Environmental Detail Sheets		LS	0	0	0	0	not applicable
5.40	Utility Verification Sheet (SUE Data)		Sheet	1	2	1	2	summary table and info included on Utility Adj. (20% @ 10 Total)
Roadway Plans Technical Subtotal						442.667	606	
5.41	Quality Assurance/Quality Control		LS	%	5%		30	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
5.42	Supervision		LS	%	5%		30	Rural 2-lane to 3-lane urban w/ limited R-W and major utility impacts
5. Roadway Plans Total						442.667	666	

Project Activity 6: Drainage Analysis
Phase 2

Estimator: BK

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	3	0	0	See Phase 1
6.2	Pond Siting Analysis and Report	Per Basin	3	0	0	See Phase 1
6.3	Design of Cross Drains	EA	3	3	9	(25% @ 36 Total)
6.4	Design of Roadway Ditches	Per Ditch Mile	4.5	4	18	Assume no Median Ditches only Roadside (20% @ 90 Total)
6.5	Design of Outfalls	EA	0	0	0	See Phase 1
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	0	0	0	See Phase 1
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	not anticipated
6.9	Design of Storm Drains	EA	90	0.6	54	Inlets, MH at Pine Forest, All Laterals from Road to Pond, Offsite Collection Systems (20% @ 270 Total)
6.10	Optional Culvert Material	LS	1	4	4	(50% @ 8 Total)
6.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	not anticipated
6.12	Drainage Wells	EA	0	0	0	not anticipated
6.13	Drainage Design Documentation Report	LS	1	15	15	(25% @ 60 Total)
6.14	Bridge Hydraulic Report	EA	0	0	0	not anticipated
6.15	Temporary Drainage Analysis	LS	1	15	15	(25% @ 60 Total)
6.16	Cost Estimate	LS	1	12	12	(50% @ 24 Total)
6.17	Technical Special Provisions	LS	1	8	8	Possible for conveyance or discharge into non-FDOT pond, etc.
6.18	Other Drainage Analysis	LS	1	0	0	See Phase 1
Drainage Analysis Technical Subtotal					135	

Project Activity 6: Drainage Analysis
Phase 2

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.19	Field Reviews	LS	1	12	12	(33% @ 36 Total)
6.20	Technical Meetings	LS	1	25.08	25	Meetings are listed below (33% @ 36 Total)
6.21	Quality Assurance/Quality Control	LS	%	5%	7	
6.22	<i>Independent Peer Review</i>	LS	%	0%	0	
6.23	Supervision	LS	%	5%	7	
Drainage Analysis Nontechnical Subtotal					51	
6.24	Coordination	LS	%	3%	6	
6. Drainage Analysis Total					192	

Technical Meetings

Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	1	8	8	With FDOT
Agency	EA	1	12	12	1 attend Meeting with NFWFMD (1 RAI follow up via phone
Local Governments (cities, counties)	EA	2	8	16	County PM to attend meetings
Other Drainage-related Meetings	EA	1	8	8	1 attend one anticipated with resident, Commissioner, etc.
Other Meetings	EA	3	8	24	
Subtotal Technical Meetings				68	

Progress Meetings (if required by County)	EA	0	0	0	as required during drainage intensive design periods
Phase Review Meetings	EA	1	8	8	Post 60% with FDOT

Total Meetings

76
25.08 33% of Total Meetings

Carries to 6.20

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities
Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

PO 10-11.071

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
#####	Kickoff Meeting	LS	0	0.00	0	
7.2	Identify Existing UAO(s)	LS	0	0.00	0	
7.3	Make Utility Contacts	LS	15	1.00	15	1 hour to contact X 15 utilities X 1 contacts in Phase 2
7.4	Exception Coordination	LS	1	15.00	15	1 hour to review for control zone violations & coordination to resolve during Phase 2. Do not anticipate Exceptions.
7.5	Preliminary Utility Meeting (30%)	LS	0	0.00	0	
7.6	Individual/Field Meetings	LS	4	1.50	6	4 meetings total (25% @ 24 Total)
7.7	Collect and Review Plans and Data from UAO(s)	LS	15	0.25	4	1 hr per utility. 15 utilities (25% @ 15 Total)
7.8	Subordination of Easements Coordination	LS	1	0.00	0	Not anticipated
7.9	Utility Design Meeting (60%)	LS	0	0.00	0	See Phase 1
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	15	0.50	8	2 hours per utility. 15 utilities (25% @ 30 Total)
7.11	Utility Coordination/Followup	LS	15	0.75	11	5 hour/utility for coordination and resolution of all known conflicts. (25% @ 45 Total)
7.12	Utility Constructability Review	LS	15	0.75	11	Review utility schedule against construction contract time and phasing for compatibility with assistance from Department staff (25% @ 45 Total)
7.13	Additional Utility Services	LS	0	0.00	0	Not anticipated
7.14	Processing Utility Work by Contractor	LS	0	0.00	0	Not anticipated
7.15	Contract Plans to UAO(s)	LS	15	1.00	15	1 hour per utility. 15 utilities
7.16	Certification/Close-Out	LS	15	0.75	11	Includes certification with assistance from Department staff for utility negotiations (25% @ 45 Total)
7.17	Other Utilities	LS	0	0.00	0	not applicable
7. Utilities Total					96	

Project Activity 7: Utilities
Phase 2

Technical Meetings

Kickoff	EA	0	included Phase 1	2 attend + PM (Task 7.1)
Preliminary Meeting	EA	0	included Phase 1	2 attend + PM (Task 7.5)
Individual UAO Meetings	EA	4	Phase 1 and 2	1 or 2 attend. (Task 7.6)
Field Meetings	EA	0		included in above Individual UAO Meetings
Design Meeting	EA	0	included Phase 1	3 attend + PM (Task 7.9)
Other Meetings (Monthly County Meetings)	EA	0	included Phase 1	1 attend for 1 hr for 24 months (Task 7.17)

Total Technical Meetings **4**

Project Activity 8: Environmental Permits, Compliance and Clearances

Phase 2

Estimator: GM

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)

Updated 080818

PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
#####	Preliminary Project Research	LS	0	0	0	See Phase 1
8.2	Complete Permit Involvement Form	LS	0	0	0	N/A
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	0	0	0	See Phase 1
8.4	Agency Verification of Wetland Data	LS	0	0	0	See Phase 1
8.5	Complete And Submit All Required Permit Applications	LS	1	110	110	Prepare & submit Joint ERP application. Assumes Standard General ERP from NFWFMD. Respond to RAIs. Submit No Permit Required letter to ACOE.
8.6	Prepare Dredge and Fill Sketches	LS	4	2	8	Plan & cross-section for two (2) wetland/surface water impacts
8.7	Prepare USCG Permit Sketches	LS	0	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	0	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	0	0	0	N/A
8.10	Prepare Tree Permit Information	LS	0	0	0	N/A
8.11	Mitigation Coordination and Meetings	LS	1	8	8	Assume utilization of Senate Bill 1986. Coordination with FDOT staff.
8.12	Mitigation Design	LS	0	0	0	N/A
8.13	Environmental Clearances and Technical Support	LS	0	0	0	See Phase 1
8.14	Environmental Clearances and Reevaluations	LS	0	0	0	N/A
8.15	Other Environmental Permits	LS	0	0	0	N/A
Environmental Permits, Compliance and Clearances Technical Subtotal					126	
8.16	Technical Meetings	LS	1	8	8	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	5%	6	
8.18	Supervision	LS	%	5%	6	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					20	
8.19	Coordination	LS	%	3%	4	
8. Environmental Permits, Compliance and Clearances Total					150	

Project Activity 8: Environmental Permits, Compliance and Clearances

Phase 2

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Technical Meetings						Note:
						hours/unit = # attend X hours per meeting/ PM incl. in Project General Task
	WMD	EA	0	0	0	Phase 1 attended NFWFMD pre-application meeting
	ACOE	EA	0	0	0	Phase 1 attended ACOE determination of jurisdiction mtg
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	2	2	4	No significant impacts anticipated
	Phase Review Meetings	EA	2	2	4	No significant impacts anticipated
	Total Meetings				8	

Carries to 8.16

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings
Phase 2

Estimator:

om West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 PO 10-11.071

Task No.	Task	Units	Design and Production Staffhours				Comments						
			No. of Units	Hours per Unit	No. of Sheets	Total							
General Drawings													
9.1	Index of Drawings	Sheet	0	0	0	0							
9.2	Project Layout	Sheet	0	0	0	0							
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0							
9.4	Miscellaneous Common Details	Sheet	0	0	0	0							
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0							
9.6	Existing Bridge Plans	LS	0	0		0							
9.7	Assemble Computation Book and Quantities	LS	0	0		0							
9.8	Cost Estimate	LS	0	0		0							
9.9	Technical Special Provisions	LS	0	0		0							
Structures - Summary and Miscellaneous Tasks						0	0						
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18		
10-16	Bridge 1	0											
17	Retaining Walls	0											
18	Miscellaneous Structures (See Tab 18)	52									52		
Structures Technical Subtotals		52	0	0	0	0	0	0	0	0	52		
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments							
9.10	Field Reviews	LS	1	4	4	1 attend 1 field reviews for 4 hours							
9.11	Technical Meetings	LS	1	10	10	Meetings are listed below							
9.12	Quality Assurance/Quality Control	LS	%	5%	3								
9.13	Independent Peer Review	LS	%	0%	0								
9.14	Supervision	LS	%	5%	3								
Structures Nontechnical Subtotal						20							
9.15	Coordination	LS	%	3%	2								
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total						22							

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings
Phase 2

Technical Meetings

BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0

Progress Meetings	EA	2	3	6	as required to coordinate with FDOT structural and drainage staff
Phase Review Meetings	EA	1	4	4	Post-60% meeting with FDOT

Total Meetings **10**

Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Project Activity 18: Structures - Miscellaneous

Phase 2

Estimator: JHL

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
18	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	4	1.92	4	8	Extend both sides of two box culverts. Since these are not bridge culverts, a load rating is not required. (6% @ 128 Total)
Strain Poles							
18.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
18.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
Mast Arms							
18.5	Mast Arms	EA Pole	6	1.41	6	8	Evaluate 6 existing mast arms (4 at Pine Forest and 2 at Fowler) with the new loading under both the 1994 and 2009 wind codes (20 hrs each). Includes design of replacement mast arms at both Pine Forest and Fowler if necessary. If any existing mast arms do not meet 2009 wind code, prepare a variation (21 hrs). Shop drawing review under Task 18.22. (6% @ 141 Total)
Overhead/Cantilever Sign Structures							
18.6	Cantilever Sign Structures	EA Design	0	0	0	0	
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8	Special (Long Span) Overhead Sign Structures	EA Design	0	0	0	0	
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
High Mast Lighting							
18.11	High Mast Lighting Structures	EA Design	0	0	0	0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
18.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design for Wall Height Covered by Standards	EA Design	0	0	0	0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	0	0	0	0	
Special Structures							
18.19	Fender System	LS	0	0		0	
18.20	Fender System Access	LS	0	0		0	
18.21	Special Structures	LS	0	0		0	
18.22	Other Structures	LS	1	36		36	Shop Drawing review. Review of Mast Arm shop drawings for non-QPL vendors or to verify vendor is submitting QPL shop drawings - 1st mast arm 8 hrs, 7 additional mast arms at 4 hrs/ea = 36 hrs (Assume 4 new at Pine Forest and 4 new at Fowler intersections = 8 total mast arms)
18. Structures - Miscellaneous Total					10	52	

Project Activity 19: Signing and Pavement Marking Analysis
Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
40868.0	Traffic Data Analysis	LS	0	0	0	
19.2	No Passing Zone Study	LS	0	0	0	Not anticipated
19.3	Reference and Master Design File	LS	1	40	40	40 hrs + 60 hrs X 2.4 miles + 8 hours X 2 major signalized intersection (20% @ 200 Total)
19.4	Multi-Post Sign Support Calculations	EA	3	0.6	2	(20% @ 9 Total)
19.5	Sign Panel Design Analysis	EA	12	0.75	9	(25% @ 36 Total)
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	Not anticipated
19.7	Quantities	LS	1	9	9	1.5 hrs/sht @ 23 sheets (25% @ 36 Total)
19.8	Computation Book	LS	1	8	8	(20% @ 40 Total)
19.9	Cost Estimate	LS	1	4	4	2 hrs for LRE update & 2 hrs for phase submittals (20% @ 20 Total)
19.10	Technical Special Provisions	LS	0	0	0	Not anticipated
19.11	Other Signing and Pavement Marking	LS	0	0	0	Not anticipated
Signing and Pavement Marking Analysis Technical Subtotal					72	
19.12	Field Reviews	LS	1	8	8	2 staff X 2 (4-hour) reviews (50% @ 16 Total)
19.13	Technical Meetings	LS	0	0	0	Meetings are listed below, included in 4.0 Roadway Analysis
19.14	Quality Assurance/Quality Control	LS	%	5%	4	
19.15	Independent Peer Review	LS	%	0%	0	
19.16	Supervision	LS	%	5%	4	
Signing and Pavement Marking Analysis Nontechnical Subtotal					16	
19.17	Coordination	LS	%	3%	3	
19. Signing and Pavement Marking Analysis Total					91	

Project Activity 19: Signing and Pavement Marking Analysis
Phase 2

Technical Meetings					
Sign Panel Design	EA	0	0	0	included in 4.0 Roadway Analysis
Queue Length Analysis	EA	0	0	0	included in 4.0 Roadway Analysis
Local Governments (cities, counties)	EA	0	0	0	included in 4.0 Roadway Analysis
Other Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Subtotal Technical Meetings				0	
Progress Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Phase Review Meetings	EA	0	0	0	included in 4.0 Roadway Analysis
Total Meetings				0	

Carries to 19.13

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans
Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 PO 10-11.071

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
40868.0	Key Sheet		Sheet	1	1	1	1	no map (50% @ 2 Total)
20.2	Summary of Pay Items Including CES Input		LS	0	0	0	0	not applicable
20.3	Tabulation of Quantities		Sheet	3	4.8	3	14	12 hours 1st sheet + 6 hrs each additional (20% @ 72 Total)
20.4	General Notes/Pay Item Notes		Sheet	1	1.2	1	1	(20% @ 6 Total)
20.5	Project Layout		Sheet	0	0	0	0	not applicable
20.6	Plan Sheet		Sheet	23	0.62	23	14	(20% @ 70 Total)
20.7	Typical Details		EA	1	1.6	1	2	3 hrs/detail + 2 hrs/sheet (curbed median detail & curbed island details) (20% @ 8 Total)
20.8	Guide Sign Worksheet(s)		EA	3	0.6	3	2	20% @ 3 Total (three sheets)
20.9	Traffic Monitoring Site		EA	0	0	0	0	not applicable
20.10	Cross Sections		EA	0	0	0	0	not applicable
20.11	Special Service Point Details		EA	0	0	0	0	included in 21. Signalization
20.12	Special Details		LS	0	0	0	0	see Task No. 20.7
20.13	Interim Standards		LS	1	4	1	4	(20% @ 4 Total) per staff hour estimation guidelines
Signing and Pavement Marking Plans Technical Subtotal						33	38	
20.14	Quality Assurance/Quality Control		LS	%	5%		2	
20.15	Supervision		LS	%	5%		2	
20. Signing and Pavement Marking Plans Total						33	42	

Project Activity 21: Signalization Analysis
Phase 2

Estimator: SE ML

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	0	0	0	See Phase 1
21.2	Traffic Data Analysis	PI	0	0	0	
21.3	Signal Warrant Study	LS	0	0	0	See Phase 1
21.4	System Timings	LS	1	1.5	2	(25% @ 6 Total)
21.5	Reference and Master Signalization Design File	PI	2	10	20	(25% @ 80 Total)
21.6	Reference and Master Interconnect Communication Design File	LS	1	19.5	20	8 hr set-up + 28 hrs/mile at 2.5 miles (25% @ 78 Total)
21.7	Overhead Street Name Sign Design	EA	4	0.75	3	(25% @ 12 Total)
21.8	Pole Elevation Analysis	LS	1	0.75	1	(25% @ 3 Total)
21.9	Traffic Signal Operation Report	LS	1	7.5	8	(25% @ 30 Total)
21.10	Quantities	LS	1	3	3	(25% @ 12 Total)
21.11	Cost Estimate	LS	1	10	10	LRE (2) + Phase IV (4), Final (4)
21.12	Technical Special Provisions	LS	0	0	0	Not anticipated
21.13	Other Signalization Analysis	LS	0	0	0	Not anticipated
Signalization Analysis Technical Subtotal					67	
21.14	Field Reviews	LS	1	0	0	
21.15	Technical Meetings	LS	1	4	4	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	3	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	3	

Project Activity 21: Signalization Analysis
Phase 2

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Signalization Analysis Nontechnical Subtotal					10	
21.19	Coordination	LS	%	3%	2	
21. Signalization Analysis Total					79	

Technical Meetings

FDOT Traffic Operations	EA	0	0	0	
FDOT Traffic Design	EA	0	0	0	
Power Company (service point coordination)	EA	0	0	0	
Maintaining Agency (cities, counties)	EA	1	2	2	1 attend + 1 traffic sub + PM. Discuss data collection methodology and access management. Prepare and document meeting with FDOT
Railroads	EA	0	0	0	
Other Meetings	EA	1	2	2	1 attend + PM present safety, traffic data, communication line design, access management to FDOT
Subtotal Technical Meetings					4
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	

Total Meetings **4**

Carries to 21.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 22: Signalization Plans
Phase 2

Estimator: SE

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	1	1	1	(25% @ 4 Total)
22.2	Summary of Pay Items Including CES Input		Sheet	1	2	1	2	(25% @ 8 Total)
22.3	Tabulation of Quantities		Sheet	1	3	1	3	(25% @ 12 Total)
22.4	General Notes/Pay Item Notes		Sheet	2	2	2	4	(25% @ 16 Total)
22.5	Plan Sheet		Sheet	2	1.5	2	3	(25% @ 12 Total)
22.6	Interconnect Plans		Sheet	23	0.4	23	9	(20% @ 46 Total)
22.7	Traffic Monitoring Site		EA	0	0	0	0	not anticipated
22.8	Guide Sign Worksheet		EA	1	1.5	1	2	(25% @ 6 Total)
22.9	Special Details		Sheet	0	0	0	0	not anticipated
22.10	Special Service Point Details		EA	0	0	0	0	not anticipated
22.11	Mast Arm/Monotube Tabulation Sheet		PI	2	1	0	2	(25% @ 8 Total)
22.12	Strain Pole Schedule		PI	2	0.5	0	1	(25% @ 4 Total)
22.13	TCP Signal (Temporary)		EA	1	2	2	2	(25% @ 8 Total)
22.14	Temporary Detection Sheet		PI	0	0	0	0	included in 22.13
22.15	Utility Conflict Sheet		Sheet	2	1.5	2	3	(25% @ 12 Total)
22.16	Interim Standards		LS	1	1	1	1	minimum hours per guidelines (25% @ 4 Total)
Signalization Plans Technical Subtotal						36	33	
22.17	Quality Assurance/Quality Control		LS	%	5%		2	
22.18	Supervision		LS	%	5%		2	
22. Signalization Plans Total						36	37	

Project Activity 23: Lighting Analysis

Phase 2

Estimator: JC

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
#####	Lighting Justification Report	LS	0	0	0	
23.2	Lighting Design Analysis Report	LS	1	60	60	Analysis of lighting layouts with photometrics to determine optimum layout
23.3	Aeronautical Evaluation	LS	0	0	0	
23.4	Voltage Drop Calculations	LS	1	24	24	
23.5	FDEP Coordination and Report	LS	0	0	0	
23.6	Reference and Master Design Files	LS	1	261	261	Used middle range (45 miles for set up + 90 hours per mile X 2.4 miles)
23.7	Temporary Lighting	LS	1	0	0	N/A
23.8	Design Documentation	LS	1	16	16	
23.9	Quantities	LS	1	22	22	Assumed 22 plan sheets at 40 scale, 1 hour per plan sheet
23.10	Cost Estimate	LS	1	12	12	3 hours per submittal X (60, 90, 100% and Final submittals)
23.11	Technical Special Provisions	LS	0	0	0	N/A
23.12	Other Lighting Analysis	LS	0	0	0	N/A
Lighting Analysis Technical Subtotal					395	
23.13	Field Reviews	LS	1	32	32	2 reviews at 8 hours per review X 2 persons
23.14	Technical Meetings	LS	1	10	10	
23.15	Quality Assurance/Quality Control	LS	%	5%	20	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	20	
Lighting Analysis Nontechnical Subtotal					82	
23.18	Coordination	LS	%	3%	14	FDOT and County Coordination
23. Lighting Analysis Total					491	

Project Activity 23: Lighting Analysis

Phase 2

Technical Meetings

FDOT Lighting Design	EA	0	0	0	
FDOT Traffic Design	EA	0	0	0	
Power Company (service point coordination)	EA	0	0	0	
Maintaining Agency (cities, counties)	EA	1	4	4	1 attend present justification, fixture options, recommendation + follow-up
Airport authority	EA	0	0	0	
FDEP Lighting (coast areas)	EA	0	0	0	
Other Meetings	EA	0	0	0	

Subtotal Technical Meetings 4

Progress Meetings	EA	1	2	2	1 attend via teleconference
Phase Review Meetings	EA	2	2	4	1 attend via teleconference (60% and 90%)

Total Meetings 10

Carries to 23.14

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task :

Project Activity 24: Lighting Plans
Phase 2

Estimator: JC

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
#####	Key Sheet		Sheet	1	4	1	4	
24.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	not applicable
24.3	Tabulation of Quantities		Sheet	3	8	3	24	12 hours for 1st and 6 hours each for remaining
24.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	
24.5	Pole Data, Legend and Criteria		Sheet	2	10	2	20	10 hours for 1st sheet, 10 hours for second
24.6	Service Point Details		Sheet	1	16	1	16	
24.7	Project Layout		Sheet	1	4	1	4	
24.8	Plan Sheet		Sheet	22	3	22	66	40 scale
24.9	Special Details		Sheet	0	0	0	0	not anticipated
24.10	Temporary Lighting Data and Details		Sheet	0	0	0	0	not applicable
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	not applicable
24.12	Interim Standards		LS	1	4	0	4	minimum hours per guidelines
Lighting Plans Technical Subtotal						31	142	
24.13	Quality Assurance/Quality Control		LS	%	5%		7	
24.14	Supervision		LS	%	5%		7	
24. Lighting Plans Total						31	156	

Project Activity 25: Landscape Architecture Analysis

Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R. 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
PO 10-11.071

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	8	8	Minimal hours
25.2	Site Inventory and Analysis	LS	1	0	0	
25.3	Planting Design	LS	1	12	12	One pond location
25.4	Irrigation Design	LS	1	0	0	Not Anticipated
25.5	Hardscape Design	LS	1	16	16	Feasibility Report preparation (minimum hours)
25.6	Computation Book and Quantities	LS	1	40	40	Minimal hours
25.7	Cost Estimates	LS	1	6	6	2 hrs per Phase (Phase III, IV, and Final)
25.8	Technical Specification Provisions	LS	1	0	0	None
25.9	Other Landscape Architecture	LS	1	0	0	None
Landscape Architecture Analysis Technical Subtotal					82	
25.10	Outdoor Advertising	LS	0	0	0	None
25.11	Field Reviews	LS	1	32	32	2 people for 8 hours for 2 reviews
25.12	Technical Meetings	LS	1	24	24	Meetings are listed below
25.13	Quality Assurance/Quality Control	LS	%	5%	4	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	5%	4	
Landscape Architecture Analysis Nontechnical Subtotal					64	
25.16	Coordination	LS	%	3%	4	Coord with County, ECAT, and utilities
25. Landscape Analysis Total					152	

Project Activity 25: Landscape Architecture Analysis

Phase 2

Technical Meetings

FDOT (kickoff, concept review)	EA	2	4	8	Meet with FDOT and County staff
Maintaining Agency (cities, counties)	EA	2	4	8	Meet with FDOT and County and FDOT Maintenance Contractor
Utility Owners	EA	0	0	0	
Local Agency for Tree Removal	EA	0	0	0	
Local Citizen Group(s)	EA	1	4	4	Anticipate one meeting
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				20	

Progress Meetings	EA	2	2	4	Conference Calls and Coordination with County Maintenance
Phase Review Meetings	EA	0	0	0	(Kickoff, 60%, 90%)

Total Meetings **24**

Carries to 25.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 26: Landscape Architecture Plans
Phase 2

Estimator: JLH

S.R. 10 (U.S. 90A/Nine Mile Rd.) from West of S.R.
 297 (Pine Forest Rd.) to West of S.R. 95 (U.S. 29)
 PO 10-11.071

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet	n/a	Sheet	1	6	1	6	
26.2	Tabulation of Quantities	n/a	Sheet	1	16	1	16	
26.3	General Notes	n/a	Sheet	1	12	1	12	
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans	TBD	Sheet	1	0	1	0	Not anticipated
26.5	Planting Plans For Linear Roadway Projects	n/a	Sheet	0	0	0	0	Not anticipated
26.6	Planting Plans (Interchanges and Toll Plazas)	50	Sheet	2	24	2	48	Pond in Basin 'A'
26.7	Planting Details and Notes	n/a	Sheet	1	10	1	10	
26.8	Irrigation Plans for Linear Roadway Project	n/a	Sheet	0	0	0	0	Not anticipated
26.9	Irrigation Plans for Interchange and Toll Plazas	n/a	Sheet	0	0	0	0	Not anticipated
26.10	Irrigation Details and Notes	n/a	Sheet	0	0	0	0	Not anticipated
26.11	Hardscape Plans	n/a	Sheet	0	0	0	0	Not anticipated
26.12	Hardscape Details and Notes	n/a	Sheet	0	0	0	0	Not anticipated
26.13	Maintenance Plan	n/a	Sheet	1	10	1	10	
26.14	Cost Estimate	n/a	LS	1	10		10	
Landscape Architecture Plans Technical Hours Subtotal						8	112	
26.15	Quality Assurance/Quality Control		LS	%	5%		6	
26.16	Supervision		LS	%	5%		6	
26. Landscape Architecture Plans Total						8	124	

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

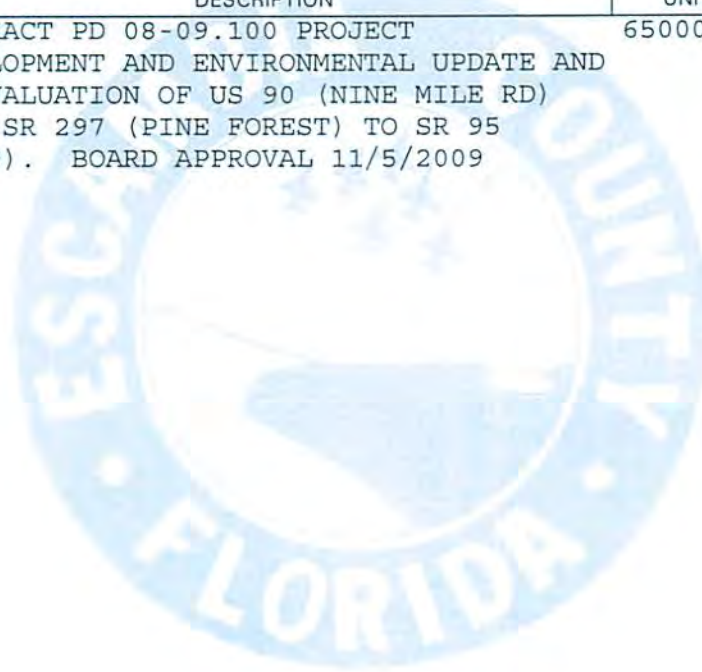
V
E
N
D
O
R
 042846
 DYER, RIDDLE, MILLS & PRECOURT INC
 941 LAKE BALDWIN LANE
 ORLANDO FL 32814

S
H
I
P
T
O
 ENGINEERING
 ENGINEERING DEPARTMENT
 1190 WEST LEONARD ST., SUITE #
 PENSACOLA FL 32501
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/13/09	BUYER: CLAUDIA SIMMONS	REQ. NO.: 10000751	REQ. DATE: 11/06/09
----------------------	------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT EUGENE HARRIS AT
--------------------	---------	---------------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 08-09.100 PROJECT DEVELOPMENT AND ENVIRONMENTAL UPDATE AND RE-EVALUATION OF US 90 (NINE MILE RD) FROM SR 297 (PINE FOREST) TO SR 95 (US29). BOARD APPROVAL 11/5/2009	650000.0000	650,000.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	650,000.00
01	210107 56301	650,000.00	08EN0165	TOTAL \$	650,000.00

APPROVED BY

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Dyer, Riddle, Mills & Precourt, Inc.

For

***Project Development and Environmental (PD&E)
Update and Re-evaluation PD 08-09.100***

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(01/08/09)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 200_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 223 Palafox Place, Pensacola, Florida 32502, and Dyer, Riddle, Mills & Precourt, Inc, a for-profit corporation authorized to transact business in the State of Florida, whose address is 941 Lake Baldwin Lane, Orlando, Florida 32814 and whose Federal tax identification number is 59-1791174 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Dyer, Riddle, Mills & Precourt, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Eugene Harris, Project Manager, Traffic Division. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for Project Development and Environmental (PD&E) Update and Reevaluation for
SR10 (US 90-Nine Mile Rd) from SR297 (Pine Forest Rd) to SR 95 (US 29)
(PD 08-09.100)

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 09-10 in the amount of six hundred and fifty thousand dollars (\$650,000) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 08-09.100, and as represented in the Consultant's Letter of Interest response to PD 08-09.100 subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant shall be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$15,000,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or deficiency in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of \$606,212 and a Reserve for allowances of \$43,788, for a total of \$650,000. Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

Dyer, Riddle, Mills and Precourt, Inc.
Attn: Accounts Receivable
941 Lake Baldwin Lane
Orlando, Florida 32814

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Engineering
1190 West Leonard Street
Attention: Eugene Harris
Pensacola, Florida 32501

Robert R. McLaughlin
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6 **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7 **COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 **CONSULTANT'S RESPONSIBILITIES**

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County

may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 **NO CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 **SUBCONTRACTORS:** The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

(a) **HOLD HARMLESS:** The Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Consultant's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

(b) **INDEMNIFICATION:** The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained

in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

9.11 **TRUTH-IN-NEGOTIATION CERTIFICATE:** The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

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

9.13 **GRATUITIES:** Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 **CONFLICT OF INTEREST:** The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

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

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 **COMPLIANCE WITH LAWS:** The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 **PARTICIPATION IN OTHER PROCEEDINGS:** At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.21 **FURTHER DOCUMENTS:** The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Dyer, Riddle, Mills & Precourt, Inc., signing by and through its President, duly authorized to execute same.

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

WITNESS:

Susan Hendrix
Witness
Angela Carley
Witness

By: Robert R. McLaughlin
Robert R. McLaughlin, County Administrator

Date: 11/10/09

BCC Approved: 11/5/09

CONSULTANT:
Dyer, Riddle, Mills and Precourt, Inc., a for-profit Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: William T. Stone
William T. Stone, P.E., Secretary

By: John S. Meadows
John S. Meadows, P.E., Vice President

Date: 11/4/09

EXHIBIT A



**SCOPE OF SERVICES
FOR**

**Financial Project ID: 218605-2-38-01
PD&E Study Re-evaluation**

**SR10 (US 90-Nine Mile Road) from SR 297
(Pine Forest Road) to SR 95 (US 29)**

Escambia County, Florida

EXHIBIT A

PURPOSE	1
Liaison Office	2
SPECIFIC STUDY OBJECTIVE	2
STUDY REQUIREMENTS AND PROVISIONS FOR WORK	3
GOVERNING REGULATIONS	3
Key Personnel	4
Meetings and Presentations	4
Quality Control	4
Correspondence	4
Submittals	4
Computer Automation	5
Coordination with Other Consultants and Entities	5
Allowance for Reserves/Optional Services	5
1.0 PUBLIC INVOLVEMENT	6
1.1 Public Involvement Program	6
1.2 Public Involvement Data Collection	6
1.3 Notice of Intent (Not Applicable)	6
1.4 Advance Notification (Not Applicable)	6
1.5 Scheduled Public Meetings	6
1.6 Unscheduled Public and Agency Meetings	7
1.7 Public Hearing	7
1.8 Location and Design Concept Acceptance	8
1.9 Special Public Involvement Requirements	8
1.10 Quality Control	8
ENGINEERING ANALYSIS AND REPORTS	8
2.0 DATA COLLECTION	9
2.1 Field Review	9
2.2 Aerial Photography	9
2.3 Survey Coordination	9
2.4 Existing Roadway Characteristics	9
2.5 Existing Structure Characteristics	9
2.6 Traffic Data	9
2.7 Crash Data	10
2.8 Existing Signage Inventory	10
2.9 Utilities	10
2.10 Railroads	10
2.11 Transportation Plans	10
2.12 Soils	10
2.13 Base Map	10
Needs	10
2.14 Safety	10
2.15 Analysis of Existing Conditions	11
2.16 Development of Needs Statement	11

Design Analysis	11
2.17 Corridor Analysis	11
2.18 Traffic Analysis	11
2.19 Typical Section Analysis	11
2.20 Roadway Design Alternatives	12
2.21 Prepare Concept Plans	12
2.22 Drainage Analysis and Pond Siting Report	12
2.23 Structures	12
2.24 Access Management	12
2.25 Multi-modal Accommodations	12
2.26 Maintenance of Traffic Analysis (Not Applicable)	12
2.27 Geotechnical Coordination (Not Applicable)	12
2.28 Intelligent Transportation Systems	12
Comparative Analysis of Alternatives	13
2.29 Comparative Analysis and Evaluation Matrix	13
2.30 Selection of Preferred Alternative	13
2.31 Conceptual Design Plans (Preferred)	13
2.32 Identify Construction Segments	13
2.33 Value Engineering	13
2.34 Construction Cost Estimates	13
2.35 Right of Way Cost Estimates	13
2.36 Typical Section Package	13
2.37 Design Exceptions and Variances:	13
2.38 Preliminary Engineering Report (Not Applicable)	14
2.39 Interchange Modification / Justification Report (Not Applicable)	14
2.40 Quality Control (See Section 1.10 of this document)	14
3.0 ENVIRONMENTAL REEVALUATION ANALYSIS AND REPORTS	14
Social and Cultural Impacts	14
3.1 Land Use Changes	14
3.2 Community Cohesion	14
3.3 Community Services	14
3.4 Social and Economic Impacts	14
3.5 Relocation Potential	14
3.6 Archaeological and Historical Sites	15
3.7 Section 4(F)	15
3.8 Visual Impacts and Aesthetics	15
3.9 Utilities and Railroads	15
Natural Impacts	15
3.10 Wetlands	15
3.11 Conceptual Mitigation Plans	15
3.12 Water Quality	15
3.13 Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves	15
3.14 Floodplains	15
3.15 Coastal Barrier Resources	15
3.16 Wildlife and Habitat	15
3.17 Essential Fish Habitat	15
3.18 Identify Permit Conditions	16
3.19 Farmlands	16

Physical Impacts	16
3.20 Noise	16
3.21 Air Quality	16
3.22 Construction Impact Analysis	16
3.23 Contamination	16
Environmental Reevaluation Reports	16
3.24 Class of Action Determination (Not applicable)	16
3.25 Environmental Assessment (Not Applicable)	16
3.26 Finding of No Significant Impact (Not Applicable)	16
3.27 Draft Environmental Impact Statement (Not Applicable)	16
3.28 Final Environmental Impact Statement (Not Applicable)	16
3.29 Quality Control	16
4.0 MISCELLANEOUS SERVICES.....	17
4.1 Contract and Project Files	17
4.2 Project Management Meetings and Coordination	17
5.0 METHOD OF COMPENSATION.....	17
6.0 SERVICES TO BE PERFORMED BY THE COUNTY/DEPARTMENT	17

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES**

This Exhibit forms an integral part of the agreement between Escambia County (hereinafter referred to as the COUNTY) and Dyer, Riddle, Mills and Precourt, Inc. (DRMP), (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID: 218605-2-38-01
County Section No.:
Description: SR10 (US 90A-Nine Mile Road) from SR 297 (Pine Forest Road)
to SR 95 (US 29) in Escambia County

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and County in connection with the PD&E Study Update and Reevaluation Studies necessary to comply with the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) procedures and to obtain *Federal Highway Administration (FHWA)* concurrence of proposed improvements to this transportation facility.

A PD&E study entitled SR 10 (US 90A/ Nine Mile Road) from the Alabama State Line to University Parkway, a distance of approximately 13.772 miles, and SR 297 (Pine Forest Road) from I-10 to SR 10 (Nine Mile Road), a distance of approximately 0.9 miles, was approved on May 11, 1992. When the PD&E was originally completed and approved, a segment of the proposed action was advanced to the design phase (FPID # 218605-1; Nine Mile Road from I-10 to University Parkway; a distance of 7.970 miles). This project was stopped at 90% design. This segment contains the 2 mile section that the County desires to re-evaluate under FPID 218605-2. A reevaluation is in order to assess an alternate to the approved 4-lane rural typical section. The reevaluation should be focused on the validity of the NEPA documents and /or project decision as related to the current phase of work. The primary focus for reevaluation will be on the 2 mile segment from SR 297 (Pine Forest Road) to SR 95 (US 29) on Nine Mile Road (US 90A).

Phase 1 of the project consists of the PD&E Study Reevaluation and related engineering services. This reevaluation is required to determine the need to modify the project and evaluate changes in impact status including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the DEPARTMENT and the COUNTY requirements for the proper execution of Phase 1. At the conclusion of Phase 1 approvals, the CONSULTANT shall prepare the design scope of services for Phase 2.

Phase 2 of the project will be to provide final design plans including all necessary surveys, investigations and coordination for the project design. The fee for Phase 2 services shall be negotiated in accordance with the terms detailed in SECTION 5, Method of Compensation, at compensation determined to be fair, competitive and reasonable considering the scope and complexity of the project. At the discretion of the COUNTY a supplemental agreement adding the additional services may be executed.

The Project Development Process shall follow the DEPARTMENT'S publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the

"PD&E Manual". All tasks identified in this scope of work will be conducted in accordance with the Department's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT shall perform all the engineering services required for environmental reevaluation, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps, if required.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

The COUNTY will provide contract administration and along with the DEPARTMENT provide technical reviews of all work associated with the development and preparation of the engineering/environmental study reports. The COUNTY will provide a project manager.

Liaison Office

The DEPARTMENT will designate a Liaison person who shall represent the DEPARTMENT for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the COUNTY.

SPECIFIC STUDY OBJECTIVE

The CONSULTANT shall reevaluate traffic design and operations studies conducted during the earlier PD&E Study and shall update those studies based on the current adopted Long Range Transportation Plan for the area. An updated Design Traffic Technical Memorandum and Capacity Analysis Report shall be prepared. Based on the conclusions of those study activities, and an analysis of changes required by current design standards, the preferred alternative identified in the earlier PD&E Study will be reevaluated and modified, if required. The concept design shall address special treatments and/or additional lanes at major intersections and widening of cross streets up to 650 feet in each direction. The concept design shall also include a conceptual drainage design.

Based on the results of the traffic and concept design analysis and recommendations, the CONSULTANT shall be responsible for the preparation of a reevaluation of the existing environmental document. The reevaluation shall be prepared in an expedited manner and assumes that the reevaluation procedure will be acceptable to the Federal Highway Administration (FHWA). Should FHWA determine that the proposed changes are major, requiring a different environmental document or additional engineering studies, then a supplemental agreement may be required.

The CONSULTANT shall prepare a reevaluation based on the change in impacts resulting from the change in the design concept for the improvement of Nine Mile Road (US 90A) within the focused project limits. The resultant changes in impacts shall be evaluated and summarized in supporting documents. The results of the impact assessment shall be addressed in the reevaluation and provided to the COUNTY/DEPARTMENT

for coordination with and/or submittal to FHWA for approval. If additional analysis is required, a report documenting the analysis shall be prepared and submitted to the COUNTY. The improvements developed during the Phase 1 PD&E Study Reevaluation should include the widening of the existing two-lane rural highway to a multi-lane divided facility. It is anticipated that the four-lane rural design concept in the original PD&E study will be reevaluated and the study may include the evaluation of four- and six-lane typical sections. The study will consider urban, suburban and rural facility types.

The CONSULTANT shall provide information about potential wetland impacts resulting from the project including permitting considerations.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

GOVERNING REGULATIONS

The services performed by the CONSULTANT shall be in compliance with all applicable DEPARTMENT Manuals and Guidelines. The DEPARTMENT'S Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following DEPARTMENT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- All issuances and related COUNTY Policies and Directives governing the implementation of all Federal and State regulations.
- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with the COUNTY representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT/COUNTY standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the COUNTY'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the COUNTY for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

<u>Engineering Items:</u>	<u>Copies:</u>
Design Traffic Technical Memorandum	4
Location Hydraulics Report	4
Drainage/Pond Siting Report	4
Conceptual Design Roadway Plan Set	4
Typical Section Package	4

<u>Environmental Items:</u>	<u>Copies:</u>
Environmental Reevaluation	4
Section 4(f) Statement (if required)	4
Noise Study Report	4

Air Quality Report	4
Contamination Screening Evaluation Report	4
Public Hearing Transcript and Summary	4
Wildlife and Habitat Report or Endangered Species Biological Assessment (if required)	4
Essential Fish Habitat Assessment	4
Wetlands Evaluation Report (utilize UMAM)	4

Upon completion of the study, the CONSULTANT shall deliver to the COUNTY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual (Topic No. 625-050-001). The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the FDOT Plans Preparation Manual (Topic No. 625-000-008).

All computer media shall be scanned for viruses prior to submitting to FDOT. Failure to scan for viruses may result in a lower Consultant work performance evaluation.

Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

Allowance for Reserves/Optional Services

With approval from the COUNTY, the CONSULTANT and/or members of its consulting team may be requested to provide additional services during the Phase 1 PD&E Study Reevaluation. The Method of Compensation for these services would be in accordance with the terms and conditions detailed in Exhibit B. It is anticipated that additional services may include, but not be limited to, providing an additional public information meeting, preparing a conceptual stage relocation plan, preparing more detailed floodplain identification and analyses, and/or conducting planning-level studies related to the development of growth projections utilizing land-use based methodologies. Additional project administration and/or technical assistance may also be required during the PD&E Study Reevaluation phase.

At the COUNTY'S option, the CONSULTANT may be requested to provide final design and plans preparation services or expert witness services for right-of-way acquisition. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project. A supplemental agreement adding the additional services shall be executed in accordance with paragraph 2.00 of the standard consultant agreement.

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

The CONSULTANT shall provide to the COUNTY drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

1.1 Public Involvement Program

1.2 Public Involvement Data Collection

In addition to public involvement data collection, the CONSULTANT shall assist the COUNTY in preparing responses to any public inquiries as a result of the public involvement process.

1.3 Notice of Intent (Not Applicable)

1.4 Advance Notification (Not Applicable)

1.5 Scheduled Public Meetings

The CONSULTANT shall provide, in accordance with the FDOT PD&E Manual, a Public Involvement Program outlining each element of the public involvement process for the project.

The CONSULTANT shall assume that the meeting shall be an "Open House" format, and prepare and/or provide:

- Scripts or agenda for presentation.
- Handouts.
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. (The Consultant will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The Consultant will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.
- Draft responses to comments received.
- Summary notes of meetings to be provided to the COUNTY no later than 5 business days after the meeting.
- Briefing and debriefing of COUNTY staff.

The CONSULTANT will investigate potential meeting sites to advise the COUNTY on their suitability. The Consultant will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the COUNTY'S Project Manager.

It is estimated for this project there may be up to seven (7) scheduled meetings during the study. Two (2) meetings are anticipated for TPO coordination, two (2) Public Information Meetings, two (2) Escambia County Board of County Commissioners meetings and (1) Committee of the Whole meeting. One of the public information meetings will be held as part of the basic services for the Reevaluation while the other will be held only if authorized by the COUNTY.

1.6 Unscheduled Public and Agency Meetings

In addition to scheduled public meeting with the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be six (6) meeting during the study.

1.7 Public Hearing

The CONSULTANT shall provide all the support services listed in Sections 1.2 and 1.5 above, and in addition shall prepare:

Public officials and Agency letters: The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage

Property owner letters. The CONSULTANT will provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

It is anticipated for this project that there will be one (1) Public Hearing during the study.

- A draft Public Hearing Notice for publication in the Florida Administrative Weekly
- Property owner letters. The CONSULTANT shall provide marked tax maps of the project alternative and identify the names and addresses of the property owners from the county tax rolls. CONSULTANT shall prepare the letters, insert them in envelopes, and address the envelopes. :
- A script for a formal tape-recorded presentation, including synchronization with 35 mm color slides.
- Camera-ready graphics, or the 35 mm color slides.
- Displays of plans and report(s) for the public display.
- Brochures or handouts.
- Prepare public advertisements.
- Court Reporter
- Briefing and debriefing of Department staff.

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the COUNTY as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the COUNTY'S use. The CONSULTANT will also prepare a Public Hearing Summary.

1.8 Location and Design Concept Acceptance

The COUNTY/DEPARTMENT will coordinate the reevaluation approval with FHWA. The Consultant shall support the COUNTY as needed to publish the LDCA public notice.

1.9 Special Public Involvement Requirements

In addition to the items in Section 1.5 and Section 1.7, the CONSULTANT shall collect the following data for public involvement:

- Media in the project area should be identified and placed on the mailing list to be used for news, advertisements, etc.
- The mailing list of officials and interested parties shall also include any person or institution expressing an interest in the project.
- Mailing list preparation. This process involves the identification of any affected, possible affected and interest parties early in the study process.
- Elected and appointed officials in the area (city, state, county) and community leaders should be identified and placed on the mailing list of officials and interested parties.
- Possible permit and review agencies should be identified and placed on the mailing list of officials and interested parties.
- Other special Public Involvement requirements include developing and maintaining a project Web site and preparing a summary of public involvement activities (Comments and Coordination Report).

1.10 Quality Control

The CONSULTANT shall ensure that all work products conform to FDOT and Escambia County standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the COUNTY'S Project Manager for approval the proposed method of process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who will perform the reviews, and the method of documentation.

ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

2.0 DATA COLLECTION

The CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

2.2 Aerial Photography

The CONSULTANT will obtain existing aerial photography for the project limits at 1"=50' and 1"=100' scale accuracy as may be available for the DEPARTMENT or other sources. This aerial photography will be provided as rasterized imagery.

2.3 Survey Coordination

The CONSULTANT will obtain existing field survey data as may be available fro the DEPARTMENT and/or COUNTY. Field survey services are not required for the PD&E Study Reevaluation phase.

2.4 Existing Roadway Characteristics

The existing highway is a two-lane "rural" (swale and ditch) facility.

2.5 Existing Structure Characteristics

Within the project limits there are mast arm and drainage structures.

2.6 Traffic Data

The CONSULTANT shall acquire the following initial traffic data:

- Current available traffic counts.
- Available turning movement counts

The CONSULTANT shall furnish 24-hour traffic machine counts (approach volumes at 15-minute increments) along Nine Mile Road (US 90A) at all signalized and major unsignalized intersections. It is anticipated that counts will be obtained at the following intersections:

Pine Forest Road, Fowler, Milestone, Littleton, Stefani and Bowman

Based on an analysis of the 24-hour traffic machine counts and evaluation of current and future development trends (traffic generators) CONSULTANT shall then perform 8-hour manual vehicle turning movement counts (7:00 - 11:00 a.m. and 2:00 - 6:00 p.m.) at those intersections, where required.

2.7 Crash Data

The CONSULTANT shall obtain available data from the COUNTY and the DEPARTMENT'S COMPUTER (Program numbers AARPJ12 and AARPJ13) for various highway segments required. Obtain data for previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

2.8 Existing Signage Inventory

The CONSULTANT will be responsible for inventorying the existing signage along the project corridors.

2.9 Utilities

In accordance with Part 2, Chapter 10 of the PD&E Manual.

2.10 Railroads

In accordance with Part 2, Chapter 10 of the PD&E Manual.

2.11 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, County Cost Feasible and Needs Plans.
- Local Comprehensive Plans; city and county.
- Transit; rail, bus, other.
- Non-motorized modes, including bikeways and pedestrian walkways.

2.12 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, Soil Conservation Service Maps and summarize the findings.

2.13 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations and conceptual plans.

Needs

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

2.14 Safety

Based on the information obtained from the crash data the CONSULTANT shall identify project needs associated with the safety of the existing facility.

2.15 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.16 Development of Needs Statement

Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the reevaluation process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

The development of the design alternative shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the Department's policy on Transportation Design for Livable Communities.

2.17 Corridor Analysis

Not applicable for this project.

2.18 Traffic Analysis

Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway typical sections, and intersection design. The CONSULTANT will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year, ten years and twenty years from opening the new facility. The CONSULTANT shall also perform capacity analyses at appropriate locations for the design year. It is anticipated that the new design Year would be either 2035 or 2036.

Design Traffic Technical Memorandum

The CONSULTANT will prepare a Design Traffic Technical Memorandum. This memorandum will document the methodology used in developing the traffic demand and multi-modal splits, if applicable. The memorandum shall also identify the design traffic volumes which may include combinations with other modes of transportation.

After DEPARTMENT approval of the Design Traffic Technical Memorandum, those traffic projections will be used during the study of conceptual design for the analysis of any impacts which depend on traffic inputs (i.e. noise impacts and air quality assessments). During the study of conceptual design the CONSULTANT shall perform capacity analysis at appropriate locations to provide more detailed information about capacity needs, especially at intersections. This analysis shall be documented in a Capacity Analysis Report.

The Design Traffic Memo will include the traffic operational analysis. The design traffic will be prepared in accordance with the Design Traffic Procedure (# 525-030-120-f).

2.19 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical sections for the project. These will include the department's standard typical sections, and any typical sections that may result in

minimizing right of way, or those proposed in light of the Department's policy on Transportation Design for Livable Communities.

2.20 Roadway Design Alternatives

The consultant shall reevaluate the typical section within the project limits of this study.

2.21 Prepare Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. At a minimum, the concept plans should include the proposed and existing right-of-way lines, proposed concepts for roadway and intersection improvements, potential ponds and surrounding topography. Major intersections shall be analyzed to assess capacity needs and lane arrangements and identify right of way requirements.

2.22 Drainage Analysis and Pond Siting Report

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined.

The CONSULTANT shall prepare a "Pond Siting Report" for the project in accordance to the Department's Stormwater Facilities Handbook.

2.23 Structures

The CONSULTANT will evaluate conceptual structures vertical and horizontal alignments.

2.24 Access Management

The CONSULTANT shall review the Department's State Highway System Access Management Classification System and Standards (Rule 14-97) and determine their application to the project. The CONSULTANT shall determine the proper access classification and standard to be applied to the project and coordinated with the Districts' Access Management Review Committee. If a hearing is necessary, it shall be accomplished concurrently with the reevaluation Public Hearing.

2.25 Multi-modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project. This task only includes existing and planned multi-modal facilities.

2.26 Maintenance of Traffic Analysis (Not Applicable)

2.27 Geotechnical Coordination (Not Applicable)

2.28 Intelligent Transportation Systems

The CONSULTANT will coordinate with TPO and local government officials in order to determine what ITS accommodations will be studied and evaluated as part of the project.

Comparative Analysis of Alternatives

If design changes resulting in consideration of more than one alternative are necessary, the CONSULTANT shall prepare a matrix comparing the, traffic service, significant impacts, and costs of the alternative evaluated, with a recommendation of the most viable alternative. CONSULTANT shall present their recommendation(s) to the COUNTY for consideration.

2.29 Comparative Analysis and Evaluation Matrix

After developing the viable alternative and costs, the CONSULTANT will prepare a matrix identifying the impacts and costs of the alternative evaluated, with a recommendation of its viability. The CONSULTANT shall present their recommendations to the COUNTY for consideration.

2.30 Selection of Preferred Alternative

The CONSULTANT shall recommend an alternative based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.31 Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the alternative that include refinements from the public hearing.

2.32 Identify Construction Segments

The CONSULTANT shall provide a recommended plan for project implementation to include the proposed construction staging, segments, financing and sequencing of plans.

2.33 Value Engineering

Value Engineering will be performed during the design phase of the project.

2.34 Construction Cost Estimates

The CONSULTANT shall develop a construction cost estimates for the design alternative. The cost estimate is to be developed using the Department's long range estimating (LRE) program.

2.35 Right of Way Cost Estimates

The CONSULTANT shall develop right of way cost estimate for the project concept.

2.36 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the Department's Plans Preparation Manual.

2.37 Design Exceptions and Variances:

The CONSULTANT will identify and prepare any exception and/or variance package(s) for approval in accordance with the Department's Plan Preparation Manual.

- 2.38 Preliminary Engineering Report (Not Applicable)**
- 2.39 Interchange Modification / Justification Report (Not Applicable)**
- 2.40 Quality Control (See Section 1.10 of this document)**

3.0 ENVIRONMENTAL REEVALUATION ANALYSIS AND REPORTS

The CONSULTANT shall evaluate any changes resulting from the environmental reevaluation analysis for the improvement of Nine Mile Road (US 90 A) and its project limits and shall access the environmental consequences or impacts that result from those changes. The consequences or impacts shall be compared to those identified in the original PD&E Study and subsequent reevaluations. The reevaluation shall be accomplished as described in Part 1, Chapter 13 of the PD&E Manual. The process will include completion of the Reevaluation Form and the review and analysis of all impact categories to determine changes in impact status or document compliance. Where a change is identified, it shall be described in an attachment to the form.

When the reevaluation has been prepared, reviewed by the COUNTY/DEPARTMENT and revised, the COUNTY/DEPARTMENT shall consult with FHWA regarding the project. If the FHWA determines that additional environmental analysis and documentation or additional public involvement activities are required, those activities shall be accomplished and a Supplemental Agreement will be developed for that effort. The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and as made known by the COUNTY.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), or other appropriate, database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations and concept plans.

Social and Cultural Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual, unless otherwise noted.

- 3.1 Land Use Changes**
- 3.2 Community Cohesion**
- 3.3 Community Services**
- 3.4 Social and Economic Impacts**

In addition to the general documentation of potential social and economic impacts, the CONSULTANT may be required to conduct a planning-level study related to the development of growth projections utilizing land-use based methodologies. This work will be performed only as authorized by the COUNTY.

3.5 Relocation Potential

The CONSULTANT will perform the analysis necessary to complete a Conceptual Stage Relocation Plan only as authorized by the COUNTY.

3.6 Archaeological and Historical Sites

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

3.7 Section 4(F)

In accordance with Part 2, Chapter 13 of the PD&E Manual.

3.8 Visual Impacts and Aesthetics

In accordance with Part 2, Chapter 15 of the PD&E Manual.

3.9 Utilities and Railroads

Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads.

Natural Impacts

3.10 Wetlands

In accordance with Part 2, Chapter 18 of the PD&E Manual and as made known by the District.

3.11 Conceptual Mitigation Plans

In accordance with Part 2, Chapter 18 of the PD&E Manual and as made known by the District.

3.12 Water Quality

In accordance with Part 2, Chapter 20 of the PD&E Manual.

3.13 Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves

In accordance with Part 2, Chapters 19, 21, and 23 of the PD&E Manual, respectively.

3.14 Floodplains

In accordance with Part 2, Chapter 24 of the PD&E Manual. Detailed floodplain analyses may be required and would be performed only as authorized by the COUNTY.

3.15 Coastal Barrier Resources

In accordance with Part 2, Chapter 26 of the PD&E Manual.

3.16 Wildlife and Habitat

In accordance with Part 2, Chapter 27 of the PD&E Manual.

3.17 Essential Fish Habitat

In accordance with Part 2, Chapter 11 of the PD&E Manual.

3.18 Identify Permit Conditions

The CONSULTANT shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

3.19 Farmlands

In accordance with Part 2, Chapter 28 of the PD&E Manual.

Physical Impacts

3.20 Noise

In accordance with Part 2, Chapter 17 of the PD&E Manual.

3.21 Air Quality

In accordance with Part 2, Chapter 16 of the PD&E Manual.

3.22 Construction Impact Analysis

In accordance with Part 2, Chapter 30 of the PD&E Manual.

3.23 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

Environmental Reevaluation Reports

The CONSULTANT shall document the results of the data collection efforts and the environmental analysis performed as part of this scope of work. The environmental reevaluation prepared by the CONSULTANT will comply with all the procedures listed in the PD&E Manual, Part 1, Chapter 13 of the PD&E Manual. This process will include completion of the Reevaluation Form and the review and analysis of all impact categories to determine changes in impact status or document compliance. Where a change is identified, it shall be described in an attachment to the form.

3.24 Class of Action Determination (Not applicable)

3.25 Environmental Assessment (Not Applicable)

3.26 Finding of No Significant Impact (Not Applicable)

3.27 Draft Environmental Impact Statement (Not Applicable)

3.28 Final Environmental Impact Statement (Not Applicable)

3.29 Quality Control

(Refer to Section 1.10 of this document)

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

The CONSULTANT Project Management efforts shall include complete setup and maintenance of project files, developing monthly progress reports, scheduling updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the COUNTY in a format as prescribed by the COUNTY and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the DEPARTMENT.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the COUNTY as needed throughout the life of the project. It is anticipated that monthly meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the COUNTY/DEPARTMENT.

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted in quintuplicate to the COUNTY, in a format prescribed by the COUNTY. The COUNTY'S Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with Section 4.1.

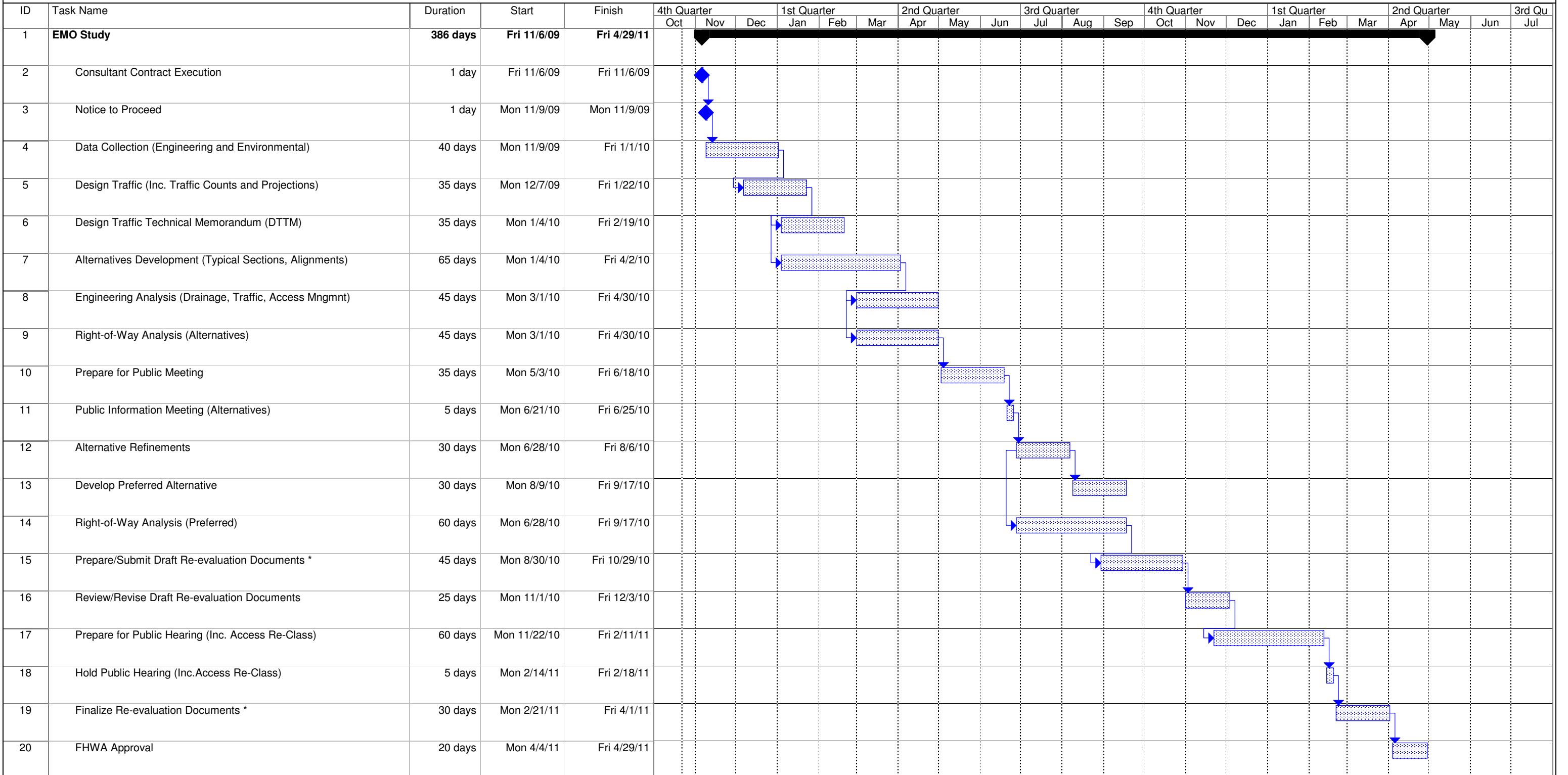
6.0 SERVICES TO BE PERFORMED BY THE COUNTY/DEPARTMENT

The COUNTY/DEPARTMENT will provide those services and materials as set forth below:

- Project data currently on file.
- Environmental standards and review services
- Engineering standards and review services
- All available information in the possession of the COUNTY/DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the COUNTY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.

- Process all environmental and engineering documents including Permit Coordination Package.
- Existing FDOT and COUNTY right-of-way maps.
- The DEPARTMENT will permit the CONSULTANT to utilize the DEPARTMENT'S computer facilities upon proper authorization as described in the DEPARTMENT Procedure No. 2610 009.
- The COUNTY/DEPARTMENT will provide available crash data.

EXHIBIT B - PD&E Study Re-evaluation - DRMP Schedule
 SR 10 (US 90/Nine Mile Road)
 From SR 297 (Pine Forest Road) to SR 95 (US 29)
 Escambia County, Florida



Project: DRMP_Nine_Mile_Re-eval_S Date: Thu 10/22/09

Task Progress Summary External Tasks Deadline

Split Milestone Project Summary External Milestone

EXHIBIT C

Project Financial Summary

SR 10 (US 90 / Nine-Mile Road)

from SR 297 (Pine Forest Road) to SR 95 (US 29)

Escambia County, FL

**Project Development & Environment (PD&E)
Re-evaluation / Study Update**

Escambia County, FL

Project Financial Summary:

*SR 10 (US 90 / Nine-Mile Road) from SR 297 (Pine Forest Road) to SR 95 (US 29)
Project Development & Environment (PD&E) Re-evaluation / Study Update
Escambia County, FL*

Solicitation No.: 08-09.100
Consultant: DRMP, Inc.
County's Project Manager: Eugene Harris

Tasks / Phases	Fees
1 Public Involvement	\$162,068.58
2 Engineering Analysis & Reports	\$264,935.01
3 Environmental Analysis & Reports	\$143,342.69
4 Project Meetings & Coordination	\$35,865.42
	Subtotal of Basic Services \$606,211.70
	Allowances for Reserve \$43,788.30
	Total Contract Amount \$650,000.00

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: PD&E Reevaluation for SR10 (US 90-Nine Mile Road) from SR 297 (Pine Forest Road) to SR 95 (US 29)
 County: Escambia
 FPN: Not Applicable
 FAP No: Not Applicable

Consult. Name: DRMP, Inc
 Consult. No: 08-0212-0516
 Date: 10/22/2009
 Estimator: K. S. Bove

Staff Classification	Total Staff Hours From "SF Summary Form"	Project Manager	Senior Engineer	Project Engineer	Senior Planner	Project Planner	Sr. Environ. Scientist	Environ. Specialist	CADD Graphics	Clerical	Not Assigned	Not Assigned	Not Assigned	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Public Involvement	1,270	318	38	152	51	191	25	51	318	127	0	0	0	1,271	\$51,617	\$40.61
Engineering Analysis & Reports	1,444	144	217	289	58	144	29	87	361	116	0	0	0	1,445	\$58,620	\$40.57
Environmental Analysis & Reports	513	77	21	41	51	77	26	51	128	41	0	0	0	513	\$19,901	\$38.79
Project Meetings & Coordination	294	74	15	29	15	29	15	29	59	29	0	0	0	294	\$12,251	\$41.67
Total Staff Hours	3,521.00	613.00	291.00	511.00	175.00	441.00	95.00	218.00	866.00	313.00	0.00	0.00	0.00	3,523.00		
Total Staff Cost		\$18,377.22	\$17,023.64	\$24,235.95	\$8,074.90	\$15,281.65	\$4,551.53	\$6,773.77	\$22,518.25	\$5,552.23	\$0.00	\$0.00	\$0.00		\$142,389.14	\$40.42

Check # 514238914

DRMP Overhead, Operating Margin and FCCM are previously approved by Escambia County.

SALARY RELATED COSTS:		\$142,389.14	
OVERHEAD:	168.00%	\$239,213.76	
SUBTOTAL:		\$381,602.90	
OPERATING MARGIN:	12%	\$45,792.35	
FCCM (Facilities Capital Cost Money):	1.500%	\$2,135.84	
Total Prime Fee: DRMP		\$429,531.09	
Subconsultant: SIGMA	Pensacola	Pl, Eng	\$35,301.99
Subconsultant: GALLET	Pensacola	Eng, Env	\$10,410.00
Subconsultant: SEARCH	Pensacola	Env	\$28,794.06
Subconsultant: HISA	Gulf Breeze	Eng	\$68,766.30
Subconsultant: RS&H	Tampa	Env	\$33,408.26
SUBTOTAL OF BASIC SERVICES:		\$606,211.70	
Allowances for Reserve		\$43,788.30	
GRAND TOTAL ESTIMATED FEE:		\$650,000.00	

Sample Project Invoice

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVOICE SUMMARY SHEET

SR 10 (US 90 / Nine-Mile Road) from SR 297 (Pine Forest Road) to SR 95 (US 29)
Project Development & Environment (PD&E) Re-evaluation / Study Update

Consultant:
Dyer, Riddle, Mills & Precourt, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814

Project Invoice No. 1 (SAMPLE)
Firm's Invoice No. 1234567
Invoice Period Through: 9/30/2009
Contact Person Ellen Kuntz
Telephone Number 407-362-1464

SAMPLE

Escambia County Sol. No. 08-09.100
Agreement Date 12/15/2009
Notice to Proceed Date 12/29/2009
Escambia County PM Eugene Harris
Telephone Number 850-959-3404

FINANCIAL ID NUMBER(S): _____

Project Tasks / Phases	Percent	Contractual Limits	Total Billed To Date	Previous Billings	Amount Due This Period
1 Public Involvement	0.0000%	162,068.58	0.00	0.00	\$ -
2 Engineering Analysis & Reports	0.0000%	264,935.01	0.00	0.00	\$ -
3 Environmental Analysis & Reports	0.0000%	143,342.69	0.00	0.00	\$ -
4 Project Meetings & Coordination	0.0000%	35,865.42	0.00	0.00	\$ -
Subtotal of Basic Services	0.0000%	606,211.70	0.00	0.00	\$ -
Allowances for Reserve	0.0000%	43,788.30	0.00	0.00	\$ -
Total Contract Amount	0.0000%	\$650,000.00	\$0.00	\$0.00	\$ -

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued



10. Taking the following action concerning the Transportation Regional Incentive Program Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County toward the design update on U. S. 90A (Nine Mile Road), between SR 297 (Pine Forest Road) and U. S. (Highway) 29 (Funding Source: Fund 352, [Local Option Sales Tax] LOST III, Account 210107/56301/Project 08EN0165, Fiscal Year 2008-2009):

- A. Approving the Agreement, which specifies the FDOT will pay one-half the project cost, up to \$650,000, and the County will pay the remaining cost, estimated to be \$650,000;
- B. Adopting a Resolution (R2009-49) authorizing the Chairman to sign the Agreement; and
- C. Authorizing the Chairman to sign the Resolution.

11. Gulf Power Company Project

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, taking the following action regarding the proposed issuance of not exceeding \$134,000,000, aggregate principal amount of Solid Waste Disposal Revenue Bonds (Gulf Power Company Project) First Series 2009 and Solid Waste Disposal Revenue Bonds (Gulf Power Company Project) Second Series 2009 (collectively, the "Bonds"):

- A. Adopting the Resolution (R2009-50) authorizing the issuance and sale of the Bonds, pursuant to the terms and conditions of the Financing Documents, and approving forms of said Financing Documents; and
- B. Authorizing the Chairman to execute all documents and take any other necessary action in connection therewith.

Speaker(s):

Richard Lott



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 07-08-2009

TO: Doris Harris, Deputy Clerk
BCC: 03-19-2009
CAR II-10 State of Florida Department of Transportation, Transportation
Regional Incentive Program Agreement, Financial Project Number
218605-2 for Design Update on U.S. 90 A (Nine Mile Road)
between State Road 297 Pine Forrest Road and U.S. 29

Please Initial and Date
Below on Line Provided

Shirley Gafford 7/8/09

Shirley Gafford, Executive Assistant, County Administration

Attached is the Clerk's Original for filing with the Board's
Minutes. Because the Clerk's Original is the copy of record,
this office will no longer retain a duplicate copy.

Thank you.

Doris Harris 7/8/09

Doris Harris, Deputy Clerk

2009 JUL -8 P 12:25
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Return This Cover Page & Documents (as applicable) to Shirley Gafford

Escambia County
Clerk's Original
3/19/2009/CAR TI-10

CSFA No. 55.026
FINANCIAL PROJECT NO.: 218605-2
ESCAMBIA COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and ESCAMBIA COUNTY, hereinafter referred to as the "COUNTY."

WITNESSETH

1. WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and
2. WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and
3. WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and
4. WHEREAS, the NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION, acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated US 90A (NINE MILE ROAD) as a regional facility, a copy of which is incorporated into this agreement and attached.
5. WHEREAS, the DEPARTMENT is willing to provide the ESCAMIBA COUNTY with financial assistance under Financial Project No. 218605-2 hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and
6. WHEREAS, the COUNTY by Resolution No. R2009-49 dated the 19th day of March, 2009, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

Date: 3/23/2009 Verified By: C Mitchell

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

1. SERVICES AND PERFORMANCE

- A) The PROJECT consists of design update on US 90A (Nine Mile Road) between SR 297 Pine Forrest Road and US 29.
- B) The COUNTY agrees to undertake the design update of the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards, as well as following the guidelines set forth by the DEPARTMENT in Attachment two (2) Section three (3) pertaining to the PROJECT. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with quarterly progress reports.
- D) The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:
Florida Department of Transportation
1074 Hwy 90 East
Chipley, FL 32428
Attn: Bryant Paulk

TO COUNTY:
Escambia County
1190 West Leonard Street
Pensacola, FL 32501
Attn: Larry Newsom

2. TERM

- A) The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

(1) Design Update to be completed on or before June 25 2013

- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

3. COMPENSATION AND PAYMENT

- A) The COUNTY and the DEPARTMENT agree to share the cost of this project (218605-2). The COUNTY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.

- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is \$ 1,300,000 (one million three hundred thousand dollars). The estimated COUNTY share for one-half (1/2) the match of the TRIP funded portion of the PROJECT is \$ 650,000 (six hundred fifty thousand dollars). The estimated DEPARTMENT share for one-half (1/2) the match of the TRIP funded portion of the PROJECT is \$ 650,000 (six hundred fifty thousand dollars) which is the maximum participation by the DEPARTMENT. The parties further agree all remaining costs of the PROJECT will be borne by the COUNTY.

- i) In the event the COUNTY proceeds with the design update of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes

general and administrative overhead).

- ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT under Section 334.044 (29), Florida Statutes.
- D) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- E) The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- F) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
- G) Travel costs will not be reimbursed.
- H) The COUNTY shall submit one invoice (5 copies), plus supporting documentation required by the DEPARTMENT. Payment shall be made to the COUNTY upon completion of all services, as approved by the DEPARTMENT.
- I) Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has (5) five working days to inspect and approve the goods and services. 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 Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.
- J) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from the state. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- K) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this

Updated 06/20/2007

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 includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

- L) 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 one 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4. ROADWAY LEVEL OF SERVICE

- A) Fla. Stat. §163.3180(10) requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT for the PROJECT limits.
- B) The logical termini for the PROJECT is Pine Forest Road (SR 297) to US 29.
- C) The COUNTY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Fla. Stat. §163.3180, it will officially adopt the DEPARTMENT'S level of service for the segment of US 90A NINE MILE ROAD between the logical termini specified in (B), above. If the COUNTY is unable to meet the Department's level of service, the COUNTY in consultation with the Department shall either adopt a long-term concurrency management system for such segment pursuant to Fla. Stat. §163.3180(9) and 163.3177(3)(d), which may include interim level of service standards, or seek other options as provided by state law.

5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS (if applicable)

- A) In-kind services are goods, commodities, or services received in lieu of cash payments. Goods and commodities should be valued based on their current market value.
- B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the

- C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf> and are incorporated into this Agreement as Attachment 1.
- D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

6. INDEMNITY AND INSURANCE

A) INDEMNITY

- i) To the extent allowed by law, the COUNTY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the COUNTY, its agents, or employees, during the performance of the Agreement, except that neither the COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to the parties.
- ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- iii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

B) LIABILITY INSURANCE.

- i) The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury

Updated 06/20/2007

limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2000), as amended.

C) WORKERS' COMPENSATION.

- i) The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

7. COMPLIANCE WITH LAWS

- A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

8. AUDITS

- A) The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

B) MONITORING

- i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The

LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C) AUDITS

i) PART I: FEDERALLY FUNDED

(1) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

(2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

(3) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

(5) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

ii) PART II: STATE FUNDED

(1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (1), Florida Statutes) are to have audits done annually using the following criteria:

Updated 06/20/2007

- (2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- (3) In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- (5) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

- (1) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation
Hwy 90 East
Chipley, FL 32428

- (2) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- (3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- (4) In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- (5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation
1074 Hwy 90 East
Chipley, Florida
ATTN: TRIP Coordinator

- (6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation
1074 Hwy 90 East
Chipley, FL 32428

(7) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(8) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

Florida Department of Transportation
1074 Hwy 90 East
Chipley, FL 32428

(9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(10) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

V) PART V: RECORD RETENTION

(1) The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

9. TERMINATION AND DEFAULT

A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

- B) If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

10. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.
- C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the COUNTY and the DEPARTMENT.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

Updated 06/20/2007

- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with §09.
TERMINATION AND DEFAULT.
- H) An entity or affiliate which has been placed on the discriminatory vendor list 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.
- I) 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.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf, by the Chairman/Councilman of the ESCAMBIA COUNTY or its designee, as authorized by Resolution Number R2009-09, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

ESCAMBIA COUNTY, FLORIDA


ATTEST

CLERK	(Seal)	TITLE
_____	_____	_____
_____	Date	Print Name Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

Kristy Cook
 EXECUTIVE SECRETARY (Seal)
Kristy Cook 6/18/09
 Print Name Date




By: James T. Barfield
 DISTRICT THREE SECRETARY OR DESIGNEE
James T Barfield 6/18/09
 Print Name Date

Board of County Commissioners
Escambia County, Florida

Fla. Dept. of Trans. Legal Review:
 By: Bob Deal 6/17/09
 Date

Marie Young Date Executed 3/19/2009
 Marie Young, Chairman Availability of Funds Approval: _____
 Date

ATTEST Ernie Lee Magaha
 Clerk of the Circuit Court
Donna Harris
 Deputy Clerk



This document approved as to form and legal sufficiency
 By: Justin White
 Title: County Attorney
 Date: 12/5/08

BCC APPROVED 03-19-2009

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:
Catalog of Federal Domestic Assistance: (Number & Title)
Amount:

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

Agency: Florida Department of Transportation
Catalog of State Financial Assistance: Transportation Regional Incentive Program (55.026)
Amount: \$650,000.00

Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.
5. For roadway projects, the Florida Department of Transportation's level of service must be adopted for the logical termini specified in the Joint Participation Agreement once the additional capacity from the project is available for purposes of concurrency under Fla. Stat. §163.3180.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT 1

**GUIDANCE FOR LOCAL GOVERNMENT MATCH
RIGHT OF WAY CONTRIBUTIONS FOR GROWTH MANAGEMENT (TRIP)
PROJECTS**

Senate Bill 360 as passed by the 2005 Legislature provides for state funding of growth management related transportation projects based upon a 50% match with local funds. It is anticipated that local governments will want to contribute rights of way for the project as all or part of their matching share. This document provides the guidance to be applied to such contributions.

I. Rights of Way Eligible for Contribution

Rights of way eligible for local government matching contribution credit are only those properties necessary for the qualified project itself. Rights of way for prior projects are not eligible. **Example:** An existing 2 lane facility is to be expanded to 4 lanes by the qualified project. The right of way for the existing 2 lane facility is not eligible for contribution credit. However, rights of way needed for the additional 2 lanes or rights of way held by the local government which are in excess of that necessary for the existing 2 lane facility but legitimately needed for the new 4 lane facility are eligible for credit.

II. Acquisition Procedures

Projects on the State Highway System or which use federal funding in any phase of the project or state funding in right of way must comply with either federal law or procedure or state law or rule relating to right of way acquisition procedures. These laws are intended to protect or provide benefits to property owners and relocatees on federal or state funded projects on the National and State Highway Systems. The laws and rules are intended to ensure consistency of fair treatment under the law to these citizens on these projects. The Department must ensure that local governments or private parties involved in acquisition processes, acting on the Department's or local government's behalf, comply with these requirements.

A. Projects not part of the State Highway System

These are projects which are not now on the State Highway System and have no reasonable expectation of being added to the system in the future.

1. Projects with no federal funding in any phase

Rights of way acquired by the local government may be accepted for contribution credit regardless of the acquisition method or procedures used. Acquisition methods which do not conform to the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policy Act (Uniform Act) will preclude the use of federal funding in any phase of the project.

2. Projects with federal funding in any phase
Rights of way must have been acquired in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policy Act (Uniform Act). This also applies to developer donations where the developer specifically acquires property for his benefit on the project through a formal or tacit agreement with the local government. See paragraph II.B.1. below. Any rights of way purchased for the project through acquisition methods which do not conform to the Uniform Act may be able to be brought into compliance through remediation actions with approval of the Federal Highway Administration (FHWA). The type and extent of the remediation actions are at the discretion of FHWA.

- B. **Projects which are part of the State Highway System**
This includes projects which are currently on the State Highway System and those where there is a reasonable expectation they may become part of the system in the future.

1. Projects with no federal funding in any phase
Rights of way acquired by the local government or private sector persons or groups acting as their agents or on their behalf may be accepted if the acquisition methods were in compliance with laws and rules applicable to FDOT. This includes providing Relocation Assistance to displaced persons in accordance with Rule Chapter 14-66, Florida Administrative Code. Acquisition which does not conform to the federal Uniform Act will preclude the later use of federal funding in any phase. See paragraph II.2.A. above.
Donations: It is recognized that developers may wish to donate rights of way in order to expedite the completion of a project. Acceptance of these donations is acceptable under certain conditions. If the property being donated was acquired by the donor for his/her own purposes and at his own risk, and is now being made available for the project, the donation may be accepted with no necessity to inquire into the acquisition methods used. If, however, the property was acquired specifically for the project under an agreement with the local government, whether written or not, the acquisition methods must comply with laws and rules applicable to FDOT. In that event the developer is acting as an agent for or on behalf of the local government, and the law and rules apply in the acquisition.
Exactions: In some instances, local governments may require the donation of rights of way as a condition of the development approval process. This is often referred to as an "exaction." Rights of way acquired through a lawfully adopted exaction ordinance or process can be accepted unless the process results in the developer acquiring the acquisition of rights of way as an agent of, or on behalf of, the local government.

2. Projects with federal funding in any phase
Rights of way must have been acquired in conformance to the federal Uniform Act. Lands donated by developers may be accepted as indicated in II.B.1. above, provided that the donor has been fully advised of the right to compensation and has specifically waived that right. Exactions obtained through a lawful ordinance or process may also be accepted as explained in II.B.1.. Rights of way purchased for the project through acquisition methods which do not conform to the Uniform Act may be able to be brought into compliance through remediation actions with approval of FHWA. The type and extent of the remediation actions are at the discretion of FHWA.

III. Valuation of Contributed Rights of Way

Once it is determined that rights of way proposed for local matching contribution are eligible for all or part of the local government share of the project costs, the issue becomes the amount to be credited, i.e., the value of the property or property rights to the eligible project.

A. R/W Acquisition as a Phase of the Project

Where rights of way are acquired as a phase of the project, the value of the contribution for purchased parcels is the actual acquisition cost of the property including land, improvements, severance damages and business damages. Documentation of the acquisition costs may be through closing statements, final judgments or similar documents.

B. Contributions of Previously Acquired Rights of Way

Where properties previously purchased are to be contributed to the project, the contribution value may be either current market value or actual acquisition costs for land, improvements, severance damages and business damages at the time the property was acquired. The current market value may be established by new appraisal reports, updated appraisal reports, or other data provided by the local government that is confirmed by the District Appraisal Office as reflecting a reasonably accurate estimate of current fair market value. Documentation of actual acquisition costs at the time the property was acquired may be through closing statements, final judgments or similar documents.

C. Donated or Exacted Properties

Where the properties to be contributed were acquired by donation or exaction, the contribution value is the market value as of the date of the donation or exaction. The market value may be established by a new appraisal report, an updated appraisal report, or other data provided by the local government that is

confirmed by the District Appraisal Office as reflecting a reasonably accurate estimate of current fair market value. However, if there are federal funds in the project, the market value must be established by an appraisal report prepared by an appraiser acceptable to the District Appraisal Office with a date of value as of the date title vested in the local government.

ATTACHMENT 2

CONTENTS

ENVIRONMENTAL MANAGEMENT SECTION 1

CONSTRUCTION MANAGEMENT SECTION 2

DESIGN/ SURVEY SECTION 3

LANDSCAPE ARCHITECTURE ANALYSIS SECTION 4

SECTION 1

ENVIRONMENTAL MANAGEMENT

GOVERNING REGULATIONS

The Project Development Process shall follow the FDOT'S Project Development and Environment (PD&E) Manual and the Efficient Transportation Decision Making (ETDM) Planning and Programming Manual, as applicable. The LOCAL GOVERNMENT shall follow the guidelines as outlined in Part 1, Chapter 13 of the PD&E Manual entitled "Non-Federally Funded Projects".

PUBLIC INVOLVEMENT

The LOCAL GOVERNMENT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual.

The LOCAL GOVERNMENTS shall provide to the FDOT drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, advertisements, etc.) for review and approval at least five (5) business days prior to printing and / or distribution. The CONSULTANT will coordinate all public involvement activities through the FDOT'S Public Information Office.

CORRESPONDENCE

Copies of all written correspondence between the LOCAL GOVERNMENT and any party pertaining specifically to this study shall be provided to the FDOT for their records within one (1) week of the receipt of said correspondence.

SUBMITTALS

The LOCAL GOVERNMENT will be responsible for producing all documents as required per Part 1, Chapter 13 of the PD&E Manual. The LOCAL GOVERNMENT will submit three (3) copies of all draft documents to the FDOT for review and comment and five (5) copies of the final documents for FDOT approval and signature by the FDOT District Secretary.

NON-MAJOR STATE ACTION CHECKLIST

Financial Project No. _____
Review Performed By: _____
Date Field Review Performed: _____

Project Description:

YES NO

- Is this a major transportation project? (13-2.3.1)
- Will the project cause adverse impacts to local traffic patterns, property access, community cohesiveness, or planned community growth or land use patterns?
- Are there substantial impacts to air, noise, or water quality?
- Are there substantial impacts to wetlands?
- Are there significant floodplain encroachments See Part 2, Chapter 24, Floodplains of the PD&E Manual.
- Are endangered and threatened species and their critical habitat affected by the project?
- Are there significant amounts of right-of-way being acquired or significant amounts of relocations involved with the project?
- Are properties protected under Chapter 267, F.S. adversely affected as determined in consultation with the State Historic Preservation Officer?
- Are there any known potentially significant contamination sites?
- Is there a potential for public controversy on the project?
- Is a Public Hearing needed in accordance with Part 1, Chapter 8 of the PD&E Manual?
- Is there a potential for substantial controversy on environmental grounds?
- Are there commitments on the project?

Comments: *(If YES is marked, please explain)*

Based upon this project evaluation, it has been determined that the project is a Non-Major State Action project.

Reviewer: _____ Date: __/__/

FIGURE 13.3 Non-Major State Action Checklist

Sample Format
Page 1 of 2

**Florida Department of Transportation
STATE ENVIRONMENTAL IMPACT REPORT**

1. GENERAL INFORMATION :

Project Name : _____

Project Limits : _____

Financial Project Numbers : _____

2. PROJECT DESCRIPTION :

a. Existing :

b. Proposed Improvements :

3. APPROVED FOR PUBLIC AVAILABILITY (BEFORE PUBLIC HEARING)

_____/_____/_____
District Designee Date

A Public Hearing was held on ____/____/_____
Date

4. APPROVAL OF FINAL DOCUMENT (AFTER PUBLIC HEARING)

_____/_____/_____
District Secretary Date

*This block is signed after the public hearing.
The final SEIR reflects full consideration of the comments and responses resulting from
the public hearing*

FIGURE 13.2 State Environmental Impact Report (Sample Format) (continued)

Sample Format
 Page 2 of 2

5. IMPACT EVALUATION

Topical Categories	S I g n	M I n	N o n	N o i n v	REMARKS
A. SOCIAL IMPACTS					
1. Land Use Changes	[]	[]	[]	[]	_____
2. Community Cohesion	[]	[]	[]	[]	_____
3. Relocation Potential	[]	[]	[]	[]	_____
4. Community Services	[]	[]	[]	[]	_____
5. Title VI Considerations	[]	[]	[]	[]	_____
6. Controversy Potential	[]	[]	[]	[]	_____
7. Bicycles and Pedestrians	[]	[]	[]	[]	_____
8. Utilities and Railroads	[]	[]	[]	[]	_____
B. CULTURAL IMPACTS					
1. Historic Sites / District	[]	[]	[]	[]	_____
2. Archaeological Sites	[]	[]	[]	[]	_____
3. Recreation Areas	[]	[]	[]	[]	_____
C. NATURAL ENVIRONMENT					
1. Wetlands	[]	[]	[]	[]	_____
2. Aquatic Preserves	[]	[]	[]	[]	_____
3. Water Quality	[]	[]	[]	[]	_____
4. Outstanding Fla. Waters	[]	[]	[]	[]	_____
5. Wild and Scenic Rivers	[]	[]	[]	[]	_____
6. Floodplains	[]	[]	[]	[]	_____
7. Coastal Barrier Islands	[]	[]	[]	[]	_____
8. Wildlife and Habitat	[]	[]	[]	[]	_____
9. Farmlands	[]	[]	[]	[]	_____
D. PHYSICAL IMPACTS					
1. Noise	[]	[]	[]	[]	_____
2. Air	[]	[]	[]	[]	_____
3. Construction	[]	[]	[]	[]	_____
4. Contamination	[]	[]	[]	[]	_____
5. Navigation	[]	[]	[]	[]	_____
E. PERMITS REQUIRED					

6. COMMITMENTS AND RECOMMENDATIONS

FIGURE 13.2 State Environmental Impact Report (Sample Format) (concluded)

SECTION 2

CONSTRUCTION MANAGEMENT

Contract Governing Documents

Construction shall be performed in accordance with the current specifications for road and bridge construction and current design standards. The intent of the contract is to provide for the construction and completion in every detail of the work described in the contract. Furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the contract documents.

Construction Inspection

The project construction shall be overseen and inspected by qualified personnel adequately trained and experienced in the work operation being performed.

Project Certification

Immediately upon completion and acceptance of the project, the local agency shall provide a notarized certification stating that the project was constructed in accordance with all contract documents, policies and procedures contained within. The certification shall also contain the following: The (local agency) hereby agrees to indemnify and hold the Florida Department of Transportation, its officers and employees harmless from all liabilities, damages, cost, and attorney fees incurred and paid as a result of the negligence, recklessness, or intentional wrongful misconduct of the (local agency) and persons employed or utilized by the agency in any audit, claim, dispute or lawsuit resulting from work performed under this contract.

SECTION 3

DESIGN/SURVEY

ROADWAY ANALYSIS

The LOCAL GOVERNEMENTS shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Typical Section Package

The LOCAL GOVERNMENTS shall provide an approved signed and sealed Typical Section

Package to be submitted to the FDOT for review and concurrence prior to the Phase 1(30%) plans submittal. This package shall include the following:

Transmittal letter, Location Map(s), Typical Section(s), Project Control Sheet(s)
The District Three Newsletter, Vol. 3 No. 1 article entitled "Typical Section Package Requirements" will provide the LOCAL GOVERNMENTS with guidelines in making this submittal. The Newsletter can be found at the following:

<http://www.dot.state.fl.us/rddesign/DistrictDesignNewletters/D3/files/olderissues/mar98.pdf>

Pavement Design Package

The LOCAL GOVERNMENTS will be responsible for conducting a pavement type selection analysis in accordance with the FDOT's current Pavement Type Selection Manual or as Directed by the FDOT. This analysis shall be conducted after coring and prior to developing the Typical Section Package for the project. Results of this analysis shall be submitted to and concurred by the FDOT prior proceeding with the project.

The LOCAL GOVERNMENT will be responsible for performing Pavement Coring and providing recommendations regarding milling and recycling. In addition, the LOCAL GOVERNMENT will be responsible for the Pavement Design. Pavement Coring shall comply with Section 3.4, Pavement Coring and Evaluation, of the Materials Manual. The Pavement Design shall comply with the most recent version of the FDOT Pavement Design Manual. The LOCAL GOVERNMENT may contact the FDOT's District Materials Office to obtain a copy of the FDOT's Pavement Design Package Requirements.

The LOCAL GOVERNMENT shall consider the number of lifts and constructability when designing the pavement mix. The LOCAL GOVERNMENT shall consider these issues, as construction plans are prepared. The LOCAL GOVERNMENT shall provide

an approved Pavement Design Package for FDOT concurrence prior to the Phase II Plans submittal date.

The LOCAL GOVERNMENT shall provide the FDOT's District Materials Office the opportunity to review the Pavement Coring and Pavement Design. A Coring plan shall be submitted to the FDOT's District Bituminous Engineer, for concurrence, prior to commencing with any coring. The Pavement Design shall be submitted for concurrence, prior to plan implementation.

Design Variations and Exceptions

The LOCAL GOVERNMENT shall prepare the documentation necessary to gain FDOT approval of all Design Variations and/or Design Exceptions.

DRAINAGE ANALYSIS

The LOCAL GOVERNMENT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The LOCAL GOVERNMENT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT's Drainage Manual.

UTILITIES

The LOCAL GOVERNMENT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the COUNTY's construction project. The LOCAL GOVERNMENT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

STRUCTURES

The LOCAL GOVERNMENT shall analyze and design all structures in accordance with applicable provisions as defined in Provisions for Work.

SIGNING AND PAVEMENT MARKING ANALYSIS

The LOCAL GOVERNMENT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

SIGNALIZATION ANALYSIS

The LOCAL GOVERNMENT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

SECTION 4

LANDSCAPE ARCHITECTURE ANALYSIS

The LOCAL GOVERNMENT shall analyze and document Landscape and Hardscape Architecture Analysis Tasks in accordance with all applicable FDOT's Local manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

SURVEY

The LOCAL GOVERNMENTS shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. Survey services shall be accomplished in accordance with the Minimum Technical Standards for Surveying and Mapping Rule 61G17-6 and Florida Statute 472.027.

All survey data shall be delivered in the electronic format. All survey work shall be on the Florida State Plane Coordinate System NAD 1983/99 Horizontal Datum and NAVD 1988 Vertical Datum. All signed and sealed deliverables such as Project Survey Reports, etc. shall be provided in hard copy format. The surveyor shall submit all survey data, required electronic files, required submittal documents and other documentation of decisions reached from meetings, telephone conversations or site visits to the FDOT upon completion of the project.

The surveyor shall use all necessary safety equipment (i.e., cones, flagman, and temporary warning signs, etc.) and procedures in accordance with the DEPARTMENT'S Roadway and Traffic Design Standards and Survey Safety Handbook. The surveyor shall insure that the appropriate survey crew member(s) have the mandatory maintenance of traffic (MOT) training course.

MAPPING

The LOCAL GOVERNMENT will be responsible for the preparation of control survey maps, sketches, and other miscellaneous survey maps in accordance with all applicable FDOT Manuals, Procedures, Handbooks, and Florida Statutes. All maps and surveys will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to FDOT size.

GEOTECHNICAL

The LOCAL GOVERNMENT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the LOCAL GOVERNMENT shall be in accordance with FDOT standards.

PUBLIC INVOLVEMENT

Public involvement is an important aspect of the project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. Property owners adjacent to the project, including those

project, including those not subject to right-of-way acquisition shall be informed about the project. The LOCAL GOVERNMENT is responsible for all public involvement activities. The LOCAL GOVERNMENT will coordinate all public involvement activities through the District Public Information Office.

SPECIFICATIONS PACKAGE PREPERATION

The LOCAL GOVERNMENT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Final Technical Special Provisions shall be signed and sealed in accordance with applicable Florida Statutes.

SUBMITTALS

The LOCAL GOVERNMENT shall furnish plans and documents as required by the FDOT to adequately control, coordinate, and approve the plans. The LOCAL GOVERNMENT shall provide copies of the required plans and documents as listed below.

Phase I -2 sets to the FDOT
Phase III—2 sets to the FDOT
Phase IV —2 sets to the FDOT
Typical Section Package -1 set to the FDOT
Pavement Design Package -1 set to the FDOT
Environmental Resource Permit Application -1 set to the FDOT
Environmental Mitigation Plans -1 set to the FDOT
Design Right-of-Way Surveys -1 set to the FDOT
Design Right-of-Way Maps- 1 set to the FDOT
Geotechnical Roadway Final Report -1 set to the FDOT
Any Design Variations

PROVISIONS FOR WORK

All maps, plans and designs are to be prepared with English values in accordance with all applicable current FDOT manuals, memorandums, guidelines and other documents listed below:.

General

- Florida Statutes
- Florida Administrative Codes
- Florida Department of Transportation Project Development and Environmental Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Equivalent Single Axle Load Guidelines
- Design Traffic Procedure
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Safety Standards
- Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
- Any special instructions from the DEPARTMENT
- Utility Accommodations Guidelines
- Policy for Geometric Design of Highways and Streets
- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E - Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G - Asbestos Worker Protection, EPA
- 29 CFR, Part 1910.1101 - Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 - Asbestos Standard for Construction, OSHA
- Ch. 62257, F.A.C. - Asbestos Program, Florida Department of Environmental Protection (DEP)

- Ch. 469, F.S. - Asbestos Abatement, Florida Department of Business and Professional Regulation (DBPR)
- Model Guide Specifications - Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)

Permits

- Chapter 373, F.S.
- Bridge Permit Application Guide, COMDT PUB P165913B
- Building Permit

Drainage

- Drainage Manual
- Drainage Handbooks
- Storm Drain
- Optional Pipe Materials
- Stormwater Management Facility
- Cross Drain
- Erosion and Sediment Control
- Hydrology
- Temporary Drainage Handbook

Survey

- Location Survey Manual
- Highway Field Survey Specifications
- Automated Survey Data Gathering
- Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
- Standards for Consultant-Submitted G.P.S. Static Control Projects
- EFB User Guide
- Chapter 472, F.S.
- Chapter 177, F.S.
- FDEP Bureau of Surveying and Mapping

Traffic Operation Manuals

- American Disabilities Act
- AASHTO - Guide for Development of Bicycle Facilities
- Federal Highway Administration Standard Highway Signs Manual
- Florida Department of Transportation Traffic Engineering Manual
- Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- National Electrical Code
- National Electric Safety Code

- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- Minimum Specifications for Traffic Control Signal Devices
- Florida Department of Transportation - Florida Roundabout Guide
- FHWA - Roundabouts: An Informational Guide
- Florida Department of Transportation Median Handbook
- AASHTO - An Information Guide for Highway Lighting

Mapping

- Right-of-Way Mapping
- Florida Department of Transportation Right-of-Way Handbook
- Florida Department of Transportation Right-of-Way Manual

Structures

- AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
- AASHTO LRFD Bridge Specifications and Interims
- AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
- AASHTO LRFD Guide Specifications for Steel Curved Girder Bridges
- AASHTO Guide Specifications for Horizontally Curved Highway Bridges
- AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- AASHTO Guide Specifications for Design of Pedestrian Bridges
- AASHTO Guide Specifications for Structural Design of Sound Barriers
- Florida Department of Transportation Structures Design Guidelines
- Florida Department of Transportation Structures Detailing Manual
- Florida Department of Transportation Structures Standard and Semi-Standard Drawings
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
- Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual

Geotechnical

- o Soils and Foundation Handbook
- o Manual of Florida Sampling and Testing Methods

Landscape Architecture

- o Florida Highway Landscape Guide

Architectural

- o Building Codes
 - Florida Building Code
- o Accessibility for Persons with Disabilities
 - Florida Accessibility Code for Building Construction
 - Chapter 13D-1, FAC
 - Section 255.21 and Chapter 553, Part V, F.S.
 - ANSI A117.1 - 1986
 - Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336; and the ADA Accessibility Guidelines (ADAAG)
- o Fire Codes and Rules
 - NFPA 70-1990 National Electrical Code
 - NFPA 101-1997 Life Safety Code
 - NFPA 10-1998 Standard for Portable Fire Extinguishers
 - NFPA 11-1999 Standard for Low-Expansion Foam Systems
 - NFPA 11A-1998 Standard for High- and Medium-Expansion Foam Systems
 - NFPA 12-1998 Standard for Carbon Dioxide Extinguishing Systems
 - NFPA 13-1996 Installation of Sprinkler Systems
 - NFPA 30-1996 Flammable and Combustible Liquids Code
 - NFPA 54-1996 National Gas Fuel Code
 - NFPA 58-1998 LP-Gas Code

Florida Fire Prevention Code as adopted by the State Fire Marshal

Consult with the Florida State Fire Marshal's office for other frequently used codes.

- o Energy Conservation
 - Rule 13D-10, FAC, Rules for Construction and Leases of State-Owned Buildings to Ensure Energy Conservation
 - Section 255.251, F.S., Florida Energy Conservation Act of 1974
 - Section 255.255, F.S., Life-Cycle Costs



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2211

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Change Order to Hatch Mott MacDonald Florida, LLC on Contract PD 02-30.79 "Continuing Bridge Engineering and Inspection Services"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Change Order to Hatch Mott MacDonald Florida, LLC, on Contract PD 02-03.79 "Continuing Bridge Engineering and Inspection Services for Escambia County" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$40,000.00
Vendor:	Hatch Mott MacDonald Florida, LLC
Project Name:	Continuing Bridge Engineering and Inspection Services
Contract:	PD 02-03.79 "Continuing Bridge Engineering and Inspection Services for Escambia County"
PO No.:	111419
CO No.:	2
Original Award Amount:	\$45,000.00
Cumulative Amount of Change Orders through this CO:	\$40,000.00
New Contract Total:	\$85,000.00

On July 28, 2011, a Task Order was issued to Hatch Mott MacDonald Florida, LLC, on Contract PD 02-03.79 for "Continuing Bridge Engineering and Inspection Services for Escambia County", to assist Escambia County in establishing a Bridge Management System which includes engineering inspection and database management services. Change Order #1 changed the Task Order from a Lump Sum Contract to a Not-To-Exceed Contract. With this Change Order,

the engineer will re-prioritize the bridge inventory, reassess renovation needs, design a County short-span bridge replacement standard and perform other tasks as needed. This is a continuing contract that will require Change Orders as bridge prioritization and renovation needs arise.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #09EN0235]

BACKGROUND:

On July 28, 2011, a Task Order was issued to Hatch Mott MacDonald Florida, LLC, on Contract PD 02-03.79 for "Continuing Bridge Engineering and Inspection Services for Escambia County", to assist Escambia County in establishing a Bridge Management System which includes engineering inspection and database management services. Change Order #1 changed the task order from a Lump Sum contract to a Not-To-Exceed contract. With this Change Order, the Engineer will re-prioritize the bridge inventory, reassess renovation needs, design a County short-span bridge replacement standard and perform other tasks as needed. This is a continuing contract that will require change orders as bridge prioritization and renovation needs arise.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #09EN0235.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO111419

CO1 111419

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
 N
 V
 O
 I
 C
 E

CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

V
 E
 N
 D
 O
 R

081206
 HATCH MOTT MACDONALD FLORIDA LLC
 5111 N 12TH AVENUE
 PENSACOLA FL 32504

S
 H
 I
 P
 T
 O

ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: KIRK KASSEBAUM

ORDER DATE: 07/28/11	BUYER: PAUL NOBLES	REQ. NO.: 11001537	REQ. DATE: 07/28/11
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: BRIDGE ENG & INSPECTION
--------------------	---------	--------------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER NO. 02.03.79.13.29.ENG " TO PROVIDE CONTINUING BRIDGE ENGINEERING AND INSPECTION SERVICES FOR ESCAMBIA COUNTY." CIP: BRIDGE INSPECTION	45000.0000	45,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	45,000.00
01	210107 56301	45,000.00	09EN0235	TOTAL \$	45,000.00

APPROVED BY

Claudia Sumner

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when fully executed constitute the entire agreement between the parties unless otherwise stated on this order. Any modification or waiver of terms of this agreement shall be binding unless it is made, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance shall be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and devices provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS - The Contractor is responsible for the delivery of each item quarterly within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensating the interests herein. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installation shall not be deemed a waiver with respect to future installations, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is furnished to show this information) and
7. Date of delivery or shipment

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will give the other two copies and

return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for lifting, packing and collecting at damaged claims. However, it is subject to the exceptions regarding handling of damaged claims. The County will:

1. Record any evidence of visible damage on three copies of the delivering carrier's bill of lading.
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the terms and conditions of the contract including inner pack agreements until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority governing the production, sale and delivery of materials specified herein shall be complied with and shall indemnify, defend and hold the County harmless from and against any liability or loss resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you pay any transportation charges do not as tax. The County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to any warranties stated on the order or commercial invoice, or set forth elsewhere in this order, Contractor expressly warrants that all material services covered herein will conform to the specifications, drawings, samples and descriptions furnished or adopted by the County, and that the workmanship and materials used in the supplies or devices purchased, if purchased through the merchandise of a third party, are new, unused, and free from any patent or latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor is expected to be responsible for all defects in design, workmanship or material, which may become apparent within twelve months of receipt by the County, unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify the County against all claims, judgments, and damages arising from infringement or alleged infringement of any United States patent by any of the products delivered hereunder. Contractor shall indemnify the County for all such claims, judgments and damages, and the County for such other benefits provided to Contractor by the State of Florida, if the contractor is found liable for proceeding and in favor of the County, in connection with the County's defense of the infringement claim.

11. INSTALLATION - If this order requires the services of the Contractor's experts or employees, the County shall be responsible for providing the necessary equipment and materials for the installation. Such materials shall be provided to the Contractor at the time of the call. The Contractor shall be responsible for the installation and the County shall be responsible for the materials. The Contractor shall be responsible for the installation and the County shall be responsible for the materials. The Contractor shall be responsible for the installation and the County shall be responsible for the materials.

12. NON-DISCLOSURE - All information received by the County, in connection with this contract, shall be held in confidence and shall not be disclosed to any third party, except as may be required by the laws of the State of Florida or any other jurisdiction, or as may be required by the laws of the State of Florida or any other jurisdiction, or as may be required by the laws of the State of Florida or any other jurisdiction.

13. CONDITION FOR ASSIGNMENT - This contract is not assignable in whole or in part without the written consent of the County. Any assignment in violation of this contract shall be null and void.

14. CHANGES - The Purchasing Manager may, at any time, by written order, and without notice to the County, make changes in the quantity, type, or description of any item on this order, or place an order for additional items where the supplies to be furnished are to be purchased from the County. Any such changes shall be subject to the purchase order and any applicable provisions of this contract. Whether the quantity is increased or decreased in the cost of the item required for performance of this contract, whether the quantity is changed by any such order, and equitable adjustment, shall be made by written modification of the contract. Any claim by the Contractor for additional items under this contract shall be asserted within 30 days from the date of receipt by the Contractor of the final order of change provided that the Purchasing Manager has approved that the Contractor's purchase order may be revised and that such items may be purchased by the County, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the provisions of this contract entitled "Dispute Resolution" and the County shall, except the Contractor's first proceeding with the contract, be deemed to have accepted the responsibility for such items.

15. SUPPLY OF A RESUBMITTAL - The Contractor shall be responsible for the supply of a resubmittal of any items on this order to the purchaser at the price stipulated in the contract at the time the order is placed, unless otherwise provided. The Contractor shall be responsible for the supply of a resubmittal of any items on this order to the purchaser at the price stipulated in the contract at the time the order is placed, unless otherwise provided. The Contractor shall be responsible for the supply of a resubmittal of any items on this order to the purchaser at the price stipulated in the contract at the time the order is placed, unless otherwise provided.

16. INVOICING AND PAYMENT - The contract shall be paid upon receipt of properly itemized invoices to the purchaser at the price stipulated in the contract at the time the order is placed, unless otherwise provided. The Contractor shall be responsible for the supply of a resubmittal of any items on this order to the purchaser at the price stipulated in the contract at the time the order is placed, unless otherwise provided.

INTEREST PENALTIES - Payment that is made in accordance with Section 219.701, Florida Statutes, which states the contractor's right and County's responsibilities concerning interest penalties, is in the amount for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or materials correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager, he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing period of imprisonment except as provided by Florida Law 94-176, September 10, 1995 (18 USC - 4552(a)(2); and Executive Order 11255, December 29, 1973).

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepted bona fide employees of a bona fide established commercial or selling agency, maintained by the Contractor for the purpose of serving business. In the event of violation of this warranty, the County shall have the right to amend this contract without liability, or in its discretion to deduct from the contract price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereafter to the vendor, upon resumption of such transportation even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provides that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative make such findings, shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three times more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause that shall not be conclusive and in no way in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services, provided that (a) if it is determined for any reason that the Contractor was not in default or (b) the Contractor's failure to perform is without his and his subcontractors' control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County. If this contract is terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is terminated, the County shall not be bound by any payment in accordance with the payment schedule of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for payment due or to become due under this contract shall be paid only pursuant to the Assignment of Claims Act of 1940, as amended (31 USC 3703). However, payments to an assignee of claims under this contract shall not be subject to the provisions of 31 USC 3703.

26. EXTENT OF OBLIGATION - The County is obligated to the Contractor pursuant to the contract and to the extent of the actual net value actually placed against this agreement.

27. PRICING - The prices to the County for all purchases made by this agreement shall be an "all-in" price that includes the purchase order handling fee and the purchase order handling fee in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor shall be bound by the following:

1. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; apprenticeship; or discharge; and the contractor shall take affirmative action to ensure that all personnel actions are taken on the basis of merit and the best qualified person for the job. The contractor shall be held responsible for the actions of its subcontractors.
2. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin.
3. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin.
4. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin.
5. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin.
6. In the event that the contractor is in compliance with the provisions of this contract or with any applicable regulations, the contractor shall be deemed to be in compliance with the provisions of this contract and the contractor shall be deemed to be in compliance with the provisions of this contract and the contractor shall be deemed to be in compliance with the provisions of this contract.
7. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin.



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

TASK ORDER - PD 02-03.79.13.29.ENG

**TO PROVIDE CONTINUING BRIDGE ENGINEERING AND INSPECTION
SERVICES FOR
ESCAMBIA COUNTY**

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Hatch Mott McDonald Florida LLC) will provide the Escambia County Public Works Department, Engineering Division with Continuing Bridge Engineering and Inspection Services. The Consultant shall provide support services to assist the Escambia County in establishing a Bridge Management System. The areas of bridge support shall include engineering, inspection and database management services. For the purposes of this scope, the term bridge refers to bridges of any span length as well as bridge culverts. (Scope of Services dated July 5, 2011.)

3.0 Schedule

This Task Order shall be completed within 365 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a not-to-exceed amount of \$45,000.00. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 0203.79

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Handwritten signature of Joe Jones in black ink.

Escambia County, Florida

7/25/11

Date

Accepted by:

Handwritten signature of Charles G. Bailey in black ink.

Hatch Mott McDonald Florida LLC

7-27-11

Date

**SCOPE OF SERVICES
FOR
ESCAMBLIA COUNTY
CONTINUING BRIDGE ENGINEERING & INSPECTION SERVICES**

1.0 PURPOSE:

This scope of services describes and defines the work to be performed the Consultant for providing continuing bridge engineering and inspection services for the Escambia County Engineering Department (the County).

2.0 General Description

The Consultant shall provide support services to assist the County in establishing a Bridge Management System. The areas of bridge support shall include engineering, inspection and database management services. For the purposes of this scope, the term bridge refers to bridges of any span length as well as bridge culverts.

The tasks identified within this scope represent potential activities to be assigned as needed. Methods of compensation for these tasks are described in Section 4.3. The effort to provide services for these tasks will vary considerably based on the actual project conditions. Suggested methods for negotiating compensation are included within each task description.

3.0 Anticipated Consultant Tasks

3.1 Engineering Services

3.1.1 Emergency Bridge Repair Plans

- a. Provide engineering documents necessary to perform repair work to bridges found to be structurally deficient due to damage or deterioration. This task does not include the inspection of the deficient bridge.
- b. Plans shall be produced on an expedited timeline to reduce road closure time. The maximum time to produce repair plans will depend on the severity of the damage, but should be no more than five days following the completion of the bridge field inspection for typical repairs or emergency bridge inspections.
- c. Work shall conform to current FDOT and AASHTO standards.
- d. Compensation will be negotiated based on the number of different components requiring repair as well as the type of structure. Additional consideration will be given to the need for an accelerated schedule.

3.1.2 County Short Span Bridge Replacement Standard Plans

- a. Develop a set of standard plans to replace the deficient County bridges with span lengths less than 20 feet.

- b. Replacement bridges shall have the following characteristics:
 - 1. 75 year design life
 - 2. Composed of concrete and/or protected steel
 - 3. Designed in sections to allow variable bridge widths and span lengths (20' minimum)
 - 4. Requires minimal maintenance
 - 5. Utilizes Accelerated Bridge Construction (ABC) techniques to minimize construction time
 - 6. Meet current FDOT and AASHTO standards.
- c. Bridge plans shall be applicable to sites within Escambia County.
- d. Include recommendations for and coordination with required Geotechnical services.
- e. Site specific items such as Geotechnical properties, shall include requirements for adjustments and allowances to allow uniform plan bidding scopes.
- f. Compensation will be negotiated based on a fee to provide full engineering services for a single replacement bridge along with additional fees to produce a bridge development report including analysis for application of the plans at multiple locations.

3.1.3 Bridge Maintenance and Repair Task Orders

- a. Assist the County in preparing Task Orders to be issued to a Contractor to perform bridge maintenance or repair activities.
- b. Review the latest inspection report to determine the required maintenance or repair activities for a particular bridge. Activities will vary from bridge to bridge and with severity of repairs required.
- c. Perform field visits and/or additional inspections as required to verify the necessary tasks as well as establish the required quantities to be included.
- d. Identify additional tasks required to be performed as part of the construction activities.
- e. Include recommendations for the option to repair, rehabilitate, or replace the bridge.
- f. Perform Construction Engineering & Inspection (CEI) services during construction or repair activities.
- g. Compensation will be negotiated based on the number of different components requiring repair as well as the type of structure.

3.1.4 Bridge Plan Reviews

- a. Assist the County in writing Requests for Qualifications (RFQ) for bridge design projects.
- b. Provide bridge plan reviews to determine compliance with County Bridge Standards.

- c. Bridge calculation reviews will be provided at the request of the County for any non-standard items. Calculation reviews are for general compliance with design requirements and will not include detail analysis.
- d. Compensation will be negotiated based on the number of plan and calculation sheets to be reviewed.

3.1.5 Bridge Bid Reviews

- a. Provide bridge bid reviews to determine if the bidders have met the requirements of the Request for Proposals (RFP) or bid package.
- b. Compensation will be negotiated based on the number of plan sheets within the package.

3.1.6 Project Funding Assistance

- a. Assist the County in applying for grants, loans, and other sources of alternate funding for bridge related projects.
- b. Provide assistance in preparing project specific narratives including descriptions of current condition and strength, estimated remaining service life, required repairs, and needs for new structures.
- c. Provide opinion of probable project cost and timeline estimates. This task varies from bridge to bridge and with type and size of bridge.
- d. Compensation will be negotiated based on the size of each project for which funding is requested.

3.2 Inspection Services

3.2.1 County Short Span Bridge Inspections

- a. Provide inspections for the County bridges with spans less than 20'. There are currently thirteen (13) of these bridges located in the County that are not inspected by the State. These bridges require inspections on either an annual or bi-annual schedule, depending on their current condition and strength ratings.
- b. Bridge inspection work shall be performed in accordance with the Code of Federal Regulations Title 23, Part 650, subsection C – National Bridge Inspection Standards, and in accordance with Florida Statute 335.074, Safety Inspection of Bridges.
- c. SI&A/Pontis data shall be recorded in accordance with the current FHWA, "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges" and subsequent revisions. Only the items necessary to perform a load rating and compute a Sufficiency Rating are required to be coded. Some Pontis data items are not required to be coded.

- d. Inspections will be performed by a minimum of two qualified personnel lead by a Team Leader meeting the requirements of the National Bridge Inspection Standards (NBIS) or the FDOT as a Florida Certified Bridge Inspector as set forth in the Rules of the FDOT, Chapter 14-48, F.A.C.
- e. Update existing Bridge Inspection Report for each bridge. The report shall be a stand alone document for the inspected bridge and shall conform to the format and content of the existing bridge inspection reports.
- f. Perform a new load rating for bridges that have deteriorated beyond previous inspected conditions to a state that requires an updated load rating. The analysis shall be in accordance with the Guide Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges as modified by the current FDOT Standard Design Guidelines.
- g. Compensation will be negotiated annually based on the number of bridges to be inspected and whether a revised load rating is required.

3.2.2 Emergency Bridge Inspections

- a. Provide emergency inspections for bridges located in the County that have been identified as potentially unsafe due to deterioration, damage, or immediately following a hurricane. These inspections occur at times between regularly scheduled inspections. The need for an inspection included as a task within this contract would occur if the County is unable to get an inspection provided by the State within a reasonable timeline or if the bridge is normally inspected by the County.
- b. Bridge inspection work shall be performed in accordance with the Code of Federal Regulations Title 23, Part 650, subsection C – National Bridge Inspection Standards, and in accordance with Florida Statute 335.074, Safety Inspection of Bridges.
- c. The inspection and resulting report will be limited to the components of the bridge which are suspected of or identified as being structurally deficient.
- d. Identify items requiring immediate repair. This task does not include the production of repair plans.
- e. Provide recommendations for reduced loading/posting or bridge closure following the inspection. This task does not include load rating of bridge.
- f. Compensation will be negotiated based on the number of components (deck, beams, pile caps, piles) and the location of the components to be inspected. Additional fees are required for underwater inspections or if a snooper is required for access.

3.3 Bridge System Management

3.3.1 Update County Bridge Maintenance and Repair Pricing Agreement

- a. Update the County Bridge Maintenance and Repair Pricing Agreement Spreadsheet and Specification Guide on a yearly basis to reflect necessary revisions.

- b. Include yearly revisions to reflect changes in recommended repair procedures or quantities used in the pricing agreement.
- c. Revisions shall include the addition or deletion of County requested items to be priced.
- d. Compensation for this task will be negotiated annually as a lump sum.

3.3.2 Maintain County Bridge Records & Department Standards

- a. Update the County Prioritization Spreadsheet to reflect the latest bridge inspection reports on a yearly basis. The bridge inspection reports shall be provided by the County.
- b. Current bridge condition and strength ratings shall be recorded in the spreadsheet.
- c. Recommended repairs shall be reviewed, summarized and ranked in a required County Bridge Maintenance List.
- d. Changes to recommended load postings shall be reviewed for urgency of action as part of the Bridge Maintenance System plans and goals.
- e. Identify County bridge personnel training and certification needs to manage the bridge system.
- f. Update County Bridge Design Standards to identify any deviations from current FDOT design criteria.
- g. Identify and assist in the acquisition of materials and equipment necessary for County staff to perform bridge inspections.
- h. Compensation for this task will be negotiated annually as a lump sum.

3.3.3 Update County Bridge Prioritization & Budget

- a. Update the Bridge Prioritization & Budget Spreadsheet on a yearly basis.
- b. Include the latest bridge condition ratings and strength values in the update.
- c. Include the current FDOT bridge cost data in the update.
- d. Include any revisions to the minimum desired Level of Service requested by the County in the update.
- e. Calculate the required estimated Five-Year Bridge Budget to reach the desired minimum Level of Service in the update.
- f. Include the repair or replacement recommendations for each bridge tagged for action in the plan in the update. Include comments for bridges tagged for action within the next year.

- g. Compare recommended budgets and estimated costs for bridge activities with expenditures from the previous year to determine recommended adjustments in the prioritization and budget process.
- h. Compensation for this task will be negotiated annually as a lump sum.

4.0 Project Execution

4.1 Task Assignment

- 4.1.1 Each task assigned as part of this Scope of Services will begin with issuance of a Task Work Order authorization and accompanying task scope of services from the County Engineering Department.
- 4.1.2 Task scope of services will be a reference to the section number of this overall Scope of Services with any additions, deletions, or clarifications required.

4.2 Project Duration

- 4.2.1 Individual tasks from this scope will be assigned for a period of one year from the date of the initial Agreement. Project renewal will result in assignment of tasks from this scope for a period of three years from the renewal date.
- 4.2.2 Duration for each task will be identified with the task assignment.

4.3 Project Compensation

- 4.3.1 Compensation for each task shall be identified with the task assignment. The suggested basis for negotiating fees are identified in each task section.
- 4.3.3 Lump sum payment for each Task Work Order is anticipated with monthly progress payments in proportion to the percentage of work completed for the task.
- 4.3.4 After completion of first year from the date of this agreement, hourly rates and fees may be renegotiated to account for annual rate increases.

Table of Estimated Fees for Engineering Services, Section 3.1	
Task	* Estimated Fee
3.1.1 Emergency Bridge Repair Plans (accelerated schedule) (does not include emergency field inspection)	
1. Plans for repair of a single component such as adding crutch bents due to loss of beam bearing	\$7,000
2. Plans for repair of additional components (each, in addition to single component repair plans) For example, plans for the repair of a single damaged beam and the damaged bridge deck would include costs for the single component + one additional component.	\$4,000
3.1.2 County Short Span Bridge Replacement Standard Plans	\$33,000
3.1.3 Bridge Maintenance and Repair Task Orders	
1. Review inspection report and recommend repair, rehabilitate, or replace	\$500
2. Field maintenance inspection to verify and quantify maintenance or repair activity – single span bridge, no engineering	\$1,400
3. Additional inspection costs per span (over single span)	\$400
4. Additional inspection costs for underwater inspection (per day)	\$3,000
5. Additional inspection costs for snooper (per day)	\$4,000
6. Plans for repair of a single component such as adding pile jackets to deteriorated piles	\$5,000
7. Plans for repair of additional components (each, in addition to single component repair plans)	\$3,000
8. Construction Engineering & Inspection services (per repair activity, does not include full-time resident engineer services)	\$2,500
3.1.4 Bridge Plan Reviews	
1. Review of first plan sheet (containing construction data)	\$1,000
2. Review of additional plan sheets (per plan sheet containing construction data)	\$500
3. Review calculations (per plan sheet containing construction data)	\$250
3.1.5 Bridge Bid Reviews (per plan sheet within package)	\$250
3.1.6 Project Funding Assistance	
1. Prepare project specific narratives (per \$1,000 of estimated project cost)	\$1.50
2. Estimate opinion of construction duration and project cost (per \$1,000 of estimated project cost)	\$1.50

Table of Estimated Fees for Inspection Services, Section 3.2	
Task	* Estimated Fee
3.2.1 County Short Span Bridge Inspections	
1. NBIS bridge field inspection and record update (per short span bridge)(average)	\$2,200
2. Update bridge load rating (per short span bridge)	\$1,500
3.2.2 Emergency Bridge Inspections	
1. Field bridge safety inspection – single span bridge (includes deficiency report, no NBIS record update)	\$2,000
2. Additional inspection costs per span (over single span)	\$625
3. Additional inspection costs for underwater inspection (per day)	\$3,750
4. Additional inspection costs for snooper (per day)	\$5,000

Table of Estimated Fees for Bridge System Management, Section 3.3	
Task	* Estimated Fee
3.3.1 Update County Bridge Maintenance and Repair Pricing Agreement (annually)	\$5,800
3.3.2 Maintain County Bridge Records & Department Standards (annually)	
1. Update Prioritization Spreadsheet to include latest bridge inspection data	\$5,300
2. Summarize and rank recommended repairs and load postings in Bridge Maintenance List	\$5,800
3. Identify County bridge personnel needs and update bridge design standards	\$5,500
4. Identify and assist in acquiring County bridge inspection materials and equipment	\$3,600
3.3.3 Update County Bridge Prioritization & Budget (annually)	
1. Update Bridge Prioritization & Budget Spreadsheet	\$5,200
2. Calculate required Five Year Budget to reach minimum level of service for system	\$3,800



Project Name _____

Date: 7/12/11

**Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist**

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

Construction Based Task Order – Estimated Value \$ _____

Study Based Task Order – Estimated Value \$ \$ 40,000

Contract Number _____

• Committee members

Joy Jones _____ Rich Andrews _____

Kirk Kassebaum _____

~~_____~~ _____

• Firms reviewed (please list all firms that were reviewed for possible consideration)

Thompson Engineering _____

American Consulting _____

HMM _____

HDR _____

(Include additional pages, if required)

• Ranking of final three firms

1. HMM _____

2. American Consulting _____

3. Thompson Engineering _____

• Motion made by: Kirk Kassebaum _____

• Motion seconded by: Joy Jones _____

• Vote:

• Unanimous _____

• _____

• _____

• Rank/Decision date

7/12/11



**Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist**

- Rational for number one firm
Established and current expertise with the County's
bridge maintenance & replacement program.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Date	Time	Location
7/19/11	a.m./p.m.	
7/19/11	a.m./p.m.	COC RM 205
1/1	a.m./p.m.	

(Include additional pages, if required)

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

7/12/11 8 a.m./p.m. Kob Kell
Name

- Meeting taped and minutes prepared by
N/A

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared By

I do hereby certify that the information provided is true and correct.

Abbreviated A&E Selection Checklist

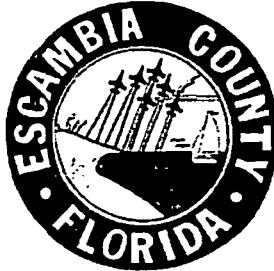
Project Name: Bridge Inspection + Continuity Engineering Services

Project ENG#: 1780

- PM and/or project owner shall draft informal scope for committee members Engineering Division Managers (Joy Jones, Rich Andrews, Colby Brown), Traffic Chief (Dennis Moxley), Project Managers from Engineering and Traffic.
Date: 7/9/11
- Committee members to choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\Consultant Selection List.xlsx) while considering knowledge of the project, past performance, etc.
Date: 7/12/11
- Committee to rank the 3 A/E selected (1, 2, & 3) and justify the selection of the #1 A/E.
Date: 7/12/11
- County Engineer (Joy Blackmon) to authorize after review with Traffic Director (Larry Newsom).
Date: 7/12/11
- Once selection is approved via CE and TD, PM shall inform selected A/E of selection and request formal scope (set up scope discussion meeting if needed) Inform Robin of selection.
Date: 7/12/11
- Once formal scope is acceptable, PM shall request fee proposal
Date: 7/12/11
- Issue a public notice and schedule Negotiation meeting 48 hrs prior to Negotiation meeting
Date: 7/12/11
- Committee shall negotiate with selected A/E.
Date: 7/19/11
- Once price is agreed upon, the PM shall submit paperwork to Accounting for PO.
Date: 7/19/11

*This process should take 10 to 14 working days.

Posted
2/12/11



THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

Public Works
Department

Rich Andrews
Engineering Division
Manager

PUBLIC NOTICE
Selection/Negotiation Committee Meeting

DESCRIPTION: Continuing Bridge Engineering and Inspection Services

DATE/TIME:

7/19/11 10:00am

PLACE:

Engineering Conference Room 205
3363 West Park Place
Pensacola, FL 32505
(850) 595-3434

PURPOSE:

Negotiate A&E Fee with HMM

PROJECT MANAGER:

Kirk Kassebaum

COMMITTEE MEMBERS: Kirk Kassebaum, Rich Andrews, Joy Jones

Revised
2/19/11

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 111419-1

CHANGE DATE: 10/26/11

I
 N
 V
 O
 I
 C
 E

CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

V
 E
 N
 D
 O
 O
 R

081206
 HATCH MOTT MACDONALD FLORIDA LLC
 5111 N 12TH AVENUE
 PENSACOLA FL 32504

S
 H
 I
 P
 T
 O

ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: KIRK KASSEBAUM

ORDER DATE: 07/28/11	BUYER: PAUL NOBLES	REQ. NO.: 11001537	REQ. DATE: 07/28/11
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
--------------------	---------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	CHANGE ORDER #1 IS AN ADMINISTRATIVE ORDER TO CHANGE THE COMPENSATION ON THIS TASK ORDER TO READ "LUMP SUM" INSTEAD OF "NOT-TO-EXCEED". CIP: BRIDGE INSPECTION SERVICES TASK ORDER NO. 02.03.79.13.29.ENG " TO PROVIDE CONTINUING BRIDGE ENGINEERING AND INSPECTION SERVICES FOR ESCAMBIA COUNTY." CIP: BRIDGE INSPECTION	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	EXTENSION
01	210107 56301	.00	09EN0235	TOTAL \$.00

APPROVED BY Claudia Simmons

PN

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **081206**
 Project Number: **09EN0235**
 Department: **PUBLIC WORKS/ENGINEERING**

Vendor Name: **HATCH MOTT MACDONALD**
 P.O. Number: **111419** C.O.#: **1**
 P.D. Number: **02.03.79.13.29.ENG** Date: **10/14/11**

Notes for Modifying the Scope of Award:

Administrative Change Order to change the Compensation on this Task Order to read "Lump Sum" instead of "Not-to-Exceed." CIP: Bridge Inspection Services

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: Quantity Adjustment: Amount:
 Adding Dollars from Line Item No: Adjustment: Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Previous Purchase Order Total Dollars: **\$45,000.00**
 Net Dollars added or subtracted: **\$0.00**
 New Purchase Order Total Dollars: **\$45,000.00**

Previous Contract Total Dollars: **\$45,000.00**
 Net Dollars added or subtracted: **\$0.00**
 New Contract Total Dollars: **\$45,000.00**

RECEIVED
 11 OCT 26 PM 2:47
 ESCAMBIA COUNTY
 PURCHASING DEPARTMENT

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	09EN0235		\$45,000.00

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company (agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: [Signature] Date: 10-14-11
 Contract Administrator's Certification & Approval: [Signature] Date: 10/18/11
 Office of Purchasing Review Agent: [Signature] Date: 10/26/11
 Department Director: [Signature] Date: 10-18-11
 County Administrator's Approval: [Signature] Date: 10-27-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2248

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Issue Purchase Order to Roads, Inc., of NWF on Contract PD 10-11.028
"Various Road Materials Pricing Agreement FY 10-11"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Issuance of a Purchase Order to Roads, Inc., of NWF, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011", to provide hot mix asphalt to Escambia County for use in the Hot-in-Place Recycling Program.

[Funding Source: Fund 352, "LOST III" Account 210107/56301, Project No. 08EN0208 "Resurfacing"]

This Purchase Order will allow the Roads Division of the Public Works Department to obtain asphalt from Roads, Inc., of NWF, for use in the Hot-In-Place Recycling Program.

BACKGROUND:

This Purchase Order will allow the Roads Division of the Public Works Department to obtain asphalt from Roads, Inc., of NWF for use in the Hot-In-Place Recycling Program.

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III" Account 210107/56301, Project No. 08EN0208 "Resurfacing".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a purchase requisition will be transmitted to the Office of Purchasing for processing.

Attachments

Roads Contract

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Bob Dennis, MABA, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

INVITATION TO BID

Various Road Materials Pricing Agreement
SOLICITION NUMBER: PD 10-11.028

SOLICITATION

MAILING DATE: Monday, March 14, 2011
PRE-SOLICITATION CONFERENCE: None
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, April 14, 2011 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

**Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3598732

TERMS OF PAYMENT:

30 Days

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Roads Inc of NWF

REASON FOR NO OFFER:

N/A

ADDRESS: 106 Stone Blvd.

CITY, ST. & ZIP: Cantonment, FL 32533

PHONE NO.: (850) 968-0991

BID BOND ATTACHED \$ 1,000-

TOLL FREE NO.: (866) 968-0991

FAX NO.: (850) 968-0996

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Cody Rawson, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPE OR PRINT)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____

Signature of Person Authorized to Sign

Date

WITNESS _____

Date

ATTEST _____

Corporate Secretary

Date

WITNESS _____

Date

[CORPORATE SEAL]

ATTEST _____

Witness

Date

Awarded Date _____

ATTEST _____

Witness

Date

Effective Date _____

Various Road Materials Pricing Agreement for FY 10-11
Specification Number PD 10-11.028

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32501

Date: 04-14-11

Gentlemen:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Various Road Materials Pricing Agreement" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

Item No.	Description	Quantity Discount	Delivered Price Per Ton	Picked Up Price Per Ton
1	Asphaltic Concrete, SP-12.5, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	56.40	48.40
2	Same	21 - 100 tons	54.40	47.80
3	Same	101 - 1000 tons	54.00	47.80
4	Same	Over 1000 tons	53.00	46.50
5	Asphaltic Concrete, SP-19.0, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	59.00	51.00
6	Same	21 - 100 tons	59.00	51.00
7	Same	101 - 1000 tons	59.00	51.00
8	Same	Over 1000 tons	59.00	51.00
9	Asphaltic Concrete, SP-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	58.40	50.40
10	Same	21 - 100 tons	58.40	50.40
11	Same	101 - 1000 tons	58.40	50.40
12	Same	Over 1000 tons	56.00	49.40
13	Asphaltic Concrete, FC-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. Standard specification for road and bridge construction	1 - 20 tons	80.50	74.50
14	Same	21 - 100 tons	80.50	74.50
15	Same	101 - 1000 tons	80.50	74.50
16	Same	Over 1000 tons	78.50	72.50

	Description	Quantity Discount	Delivered Price Per For GALLON	Picked Up Price Per For GALLON
17	Liquid Asphalt, Tack, shall conform to the latest F.D.O.T. standard specifications for road and bridge construction	gallon	5.50	4.50

[] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #19 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. Cantonment, FL plant
- 2.
- 3.

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number 999000085237
 Occupational License No. 146030
 Florida DBPR Contractor's License, Certification and/or
 Registration No. CGC 056868

Bidder: Roads Inc of NWF
 By: Cody Rawson
 Signature: _____
 Title: President
 Address: 106 Stone Blvd.
Cantonment, FL 32533
 Person to contact concerning this bid:
Craig Helms
 Phone/Toll Free/Fax # 850-968-0991
Fx 850-968-0996
 E-Mail Address: chelms@roadsinc.com
 Home Page Address: roadsinc.com

Terms of Payment
 (Check one) Net 30 Days X 2% 10th Prox _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, FL
(print name of the public entity)
by Cody Rawson, President
(print individual's name and title)
for Roads, Inc. of NWF
(print name of entity submitting sworn statement)

whose business address is

106 Stone Blvd., Cantonment, FL 32533

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59-3598732

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this 13 day of April, 2011

Personally known _____

OR produced identification _____

(Type of identification)

Notary Public - State of FL

My commission expires _____

(Printed typed or stamped commissioned name of Notary Public)



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Roads, Inc. of NWF does:
Name of Business

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

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Offeror's Signature

4-13-11

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: For Profit or Not for Profit

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: P99000085237

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Cody Rawson Secretary: Darrin Johnson
Vice President: Chase Rawson Treasurer: Darrin Johnson
Director: V.P. Craig Helms Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida): Roads, Inc. of NWF
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: N/A
City, State Zip: N/A
Street Address: 106 Stone Blvd.
City, State, Zip: Cantonment, FL 32533


(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 59-3598732
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Craig Helms E-mail: chelms@roadsinc.com
Telephone Number: 968-0991 Facsimile Number: 968-0996

Name of individual who will sign the instrument on behalf of the company: Cody Rawson (CR) 

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
President

END

(850) 488-9000 Verified by: _____ Date: _____

State of Florida

Department of State

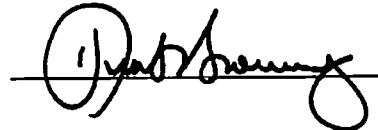
I certify from the records of this office that ROADS, INC. OF NWF is a corporation organized under the laws of the State of Florida, filed on September 23, 1999.

The document number of this corporation is P99000085237.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on March 16, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventeenth day of March, 2011*



Secretary of State



Authentication ID: 600198277516-031711-P99000085237

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

0057110

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
COMMUNICATIONS DIVISION

FOR QUARTER

DATE PAID

NO. OF

PERIOD

STATE OF FLORIDA



FOR THE YEAR

ENDING

ON

CHARLES H. ...

FOR THE YEAR

ENDING

ON

CHARLES H. ...



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

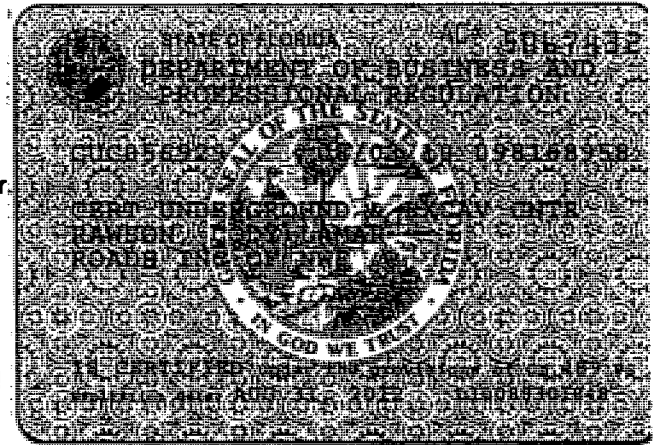
RAWSON, CODY LAMAR
ROADS INC OF NWF
106 STONE BLVD.
CANTONMENT

FL 32533

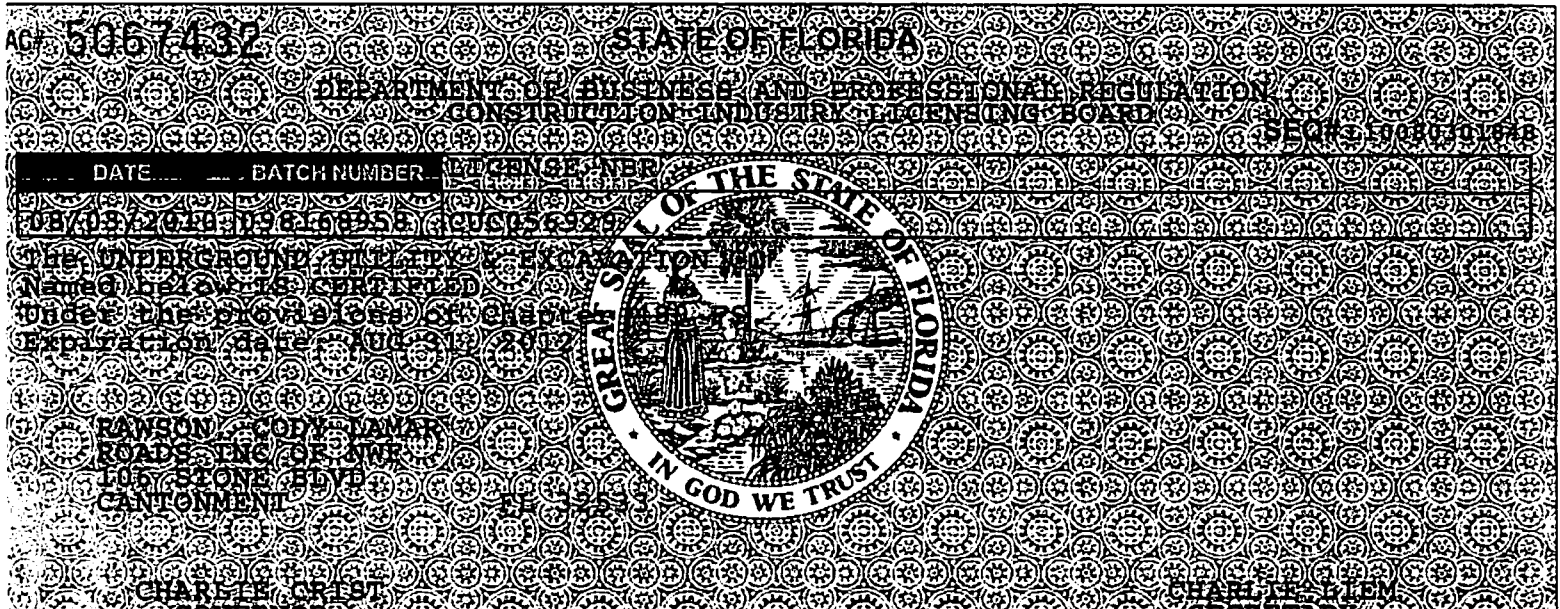
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE



**LOCAL BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL**

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
September 30, 2011

THE ISSUANCE OF THIS RECEIPT
DOES NOT ENSURE COMPETENCY

2010 - 2011

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAID-154527.0001-0001 105 08/30/2010 26.25

PAVING CONTRACTOR
106 STONE BLVD

ROADS INC

106 STONE BLVD
CANTONMENT FL 32533

ACCT. NO. 146030 GROUP TYPE 030136 TOTAL 26.25

This business tax receipt is in addition to and does not replace any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing and other local authority.

OWNER: HELMS CRAIG & JOHNSON DARRIN



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2250

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Hot-in-Place Asphalt Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Hot-in-Place Asphalt Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Hot-in-Place Asphalt Project:

A: Authorize the County to piggyback off the Agreement between the City of Palm Bay and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project RFP #48-0-2011/SB, for an amount not to exceed \$372,301.62, in accordance with Escambia County Code of Ordinances, Chapter 46-44, Applications and Exemptions, and Section 46-84, Board approval; and

B: Award a Contract to Cutler Repaving, Inc., for repaving portions of Charbar Drive, Marlane Road, Clara Street, Memphis Avenue, Leonard Street, 12th Avenue, and Tippin Avenue.

[Funding Source: Fund 352, "LOST III", Account 210107/56301, Project No. 08EN0208, "Resurfacing"]

On October 18, 2011, the City of Palm Bay approved the award of RFP (Request for Proposal) #48-0-2011/SB to Cutler Repaving, Inc., as per the unit pricing submitted in their bid response, section of bid prices, and the terms and conditions of the bid specifications.

BACKGROUND:

On October 18, 2011, the City of Palm Bay approved the award of RFP #48-0-2011/SB to Cutler Repaving, Inc., as per the unit pricing submitted in their bid response, section of bid prices and the terms and conditions of the bid specifications.

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Account 210107/56301, Project No. 08EN0208 "Resurfacing".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Escambia County Code of Ordinance, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon completion of post compliance requirements, Purchase Orders will be issued by the Office of Purchasing.

Attachments

Cutler Quote

Palm Bay Contract

Palm Bay Contract 2

Palm Bay Add3



CUTLER Repaving Inc.

921 EAST 27TH STREET • LAWRENCE, KS 66046

PHONE: (785) 843-1524
FAX: (785) 843-3942

February 21, 2012

Escambia County Hot In-Place Recycling Project

for

Char Bar Rd, Marlane Rd, Clara, Memphis Avenue, Leonard Street
12th Avenue and Tippin Avenue

Item Number	Description	Unit	Estimated Quantity	Unit Price	Item Total
8	Heating and Repaving Treatment	Square Yard	114,820.27	\$2.80	\$321,496.76
					\$0.00
8.1	Asphalt Recycling Agent	Gallon	13,919.14	\$3.65	\$50,804.86
					\$0.00
					\$0.00
				Total	\$372,301.62

Note: 7893 Tons of 12.5 Superpave Asphalt to be supplied by Escambia County.

Total curb line milling for this project is 21,230 squares yards.

Daily production rate of 3,500 square yards per 8 hour day.

Total days to complete 33 days

All manhole and water values adjustments will be supplies by Escambia County.

All quantities are estimated and each item will be billed by the agreed field in-place measurement.

Prepared for: Wes Moreno, James Duncan,

By: Robert W. Hall
Area Manager
Cutler repaving, Inc.



Creators of Single Pass Asphalt Recycling



**REQUEST FOR PROPOSAL #48-0-2011/SB
ASPHALT SURFACE TREATMENT APPLICATIONS**

Purchasing & Contracts Division
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 3/16/2011
Page 1 of 35

**PROPOSALS TO BE RECEIVED NO LATER
THAN 5:00 PM ON TUESDAY, 4/5/2011**

PURCHASING DIVISION CONTACT:

Susan Blair – CPPB, FCCM, FCPA
PHONE NUMBER: (321)952-3424
FAX: (321)952-3401
E-MAIL: blairs@pbfl.org

**PROPOSALS WILL BE OPENED AT 3:00 PM
ON WEDNESDAY, 4/6/2011**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Proposer Name: Cutler Repaving, Inc.	Discount for total award of proposal: <u>N/A</u>
Address: 921 E 27th St	Proposals are firm for 90 days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>
City, State, Zip: Lawrence, KS 66046-4917	Do you accept Visa? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Phone Number: 785-843-1524	List of Deviations (if any) attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Fax Number: 785-843-3942	If submitting a "NO PROPOSAL", state reason: _____
E-Mail Address: <u>BVESKERNA@CUTLERREPAVING.COM</u>	
FEIN Number: 36-2580340	

Proposal packages shall be mailed or hand-delivered to the Office of Purchasing & Contracts Division, located at the CITY HALL, 120 Malabar Road SE, Palm Bay, Florida 32907, Room 123. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of Purchasing & Contracts Division will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and three (3) copies of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 48-0-2011/SB, ASPHALT SURFACE TREATMENT APPLICATIONS. Proposer's name and return address shall be clearly identified on the outside of the envelope.

Charles R. Veskerna
Authorized Signature
Charles R. Veskerna
Printed Name & Title

President
Title (typed or printed)
April 12, 2011
Date

**** Revised with Addendum #3 ** - PROPOSAL FORM**
RFP NO. 48-0-2011/SB, ASPHALT SURFACE TREATMENT APPLICATIONS
SHEET 2 OF 2

Item #	ITEM DESCRIPTION	Est QTY.	Unit	Unit Price	TOTAL PRICE (Est. Qty. x Unit Price)
1	Single Microsurfacing Application	100,000	SY	\$ No Bid	\$
2	Double Microsurfacing Application	250,000	SY	\$ No Bid	\$
3	Single Chip Seal Application	50,000	SY	\$ No Bid	\$
4	Rut Fill	500	TON	\$ No Bid	\$
5	Crack Sealing	2000	Gallon	\$ No Bid	\$
Total This Section (A)					\$
6	Cold Asphalt Milling	15,000	SY	\$ No Bid	\$
Total This Section (B)					\$
7	Asphalt Rejuvenating Agent	150,000	SY	\$ No Bid	\$
Total This Section (C)					\$
8	Hot In Place Recycling and New Hot Mix Asphaltic Concrete	150,000	SY	\$ 2.80	\$ 420,000.00
8.1	Recycling Agent	15,000	GAL	\$ 3.65	\$ 54,750.00
8.2	Hot Mix Asphaltic Concrete	7,500	TON	\$ 80.00	\$ 600,000.00
Total This Section (D)					\$ 1,074,750.00
9	Thin Asphalt Overlay	50,000	SY	\$ No Bid	\$
Total This Section (E)					\$

Cutler Repaving, Inc.

Company Name

April 12, 2011

Date

**AGREEMENT FOR SERVICES
ASPHALT SURFACE TREATMENT APPLICATIONS**

THIS AGREEMENT, made this ____ day of, _____ 2011, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and, Cutler Repaving, Inc., 921 E 27th Street, Lawrence, Kansas 66046 hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, "ASPHALT SURFACE TREATMENT APPLICATIONS, RFP #48-0-2011/SB (Exhibit A).
- (ii) Proposal for the City of Palm Bay prepared by Contractor dated April 12, 2011 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated _____, 2011 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has inspected the work site (as described in the Documents) and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on _____, 2011 and ending on _____, 20___. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal per the line items listed below,

- Hot-in-Place Recycling and New Hot Mix Asphaltic Concrete \$2.80/SY
- Recycling Agent \$3.65/gallon
- Hot Mix Asphaltic Concrete \$80.00/ton

and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70 – 218.80, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS**A. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of

the United States or any other country. The Contractor shall pay all damages and costs awarded against the City and acknowledges other and additional good and valuable consideration for this provision.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR, including but not limited to the CONTRACTOR's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONTRACTOR) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to it's officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONTRACTOR in the execution, performance or non-performance or failure to adequately perform CONTRACTOR'S obligation pursuant to this Agreement.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- (1) A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- (2) Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- (3) Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- (4) Any patent or copyright infringement by Contractor;
- (5) Any lien or other claim by contractor inconsistent with this Agreement;
- (6) Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

City shall have the right at any time to terminate the Work, with or without cause, upon thirty (30) days written notice (the "Termination Notice"). In the event the contract is terminated by the City the Contractor shall only be entitled to payment for the Work performed to the date of the termination.

E. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the

faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

F. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or City, respectively, shall not be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VI - LIMITATION OF LIABILITY shall apply.

G. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages, expenses, impacts or losses for extended corporate overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

H. Insurance Requirements:

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **Commercial General Liability:** The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- b. **Automobile Liability Insurance:** Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

c. **Excess Liability Coverage:**

Umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability, Employers Liability.

d. **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided.

e. **Insurance Certificates:**

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as an additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

I. **Acceptance**

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

J. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

K. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. The Contractor shall maintain such books and records for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

L. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

M. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

N. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together

with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

O. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

P. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

Q. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

R. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

S. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Mr. Charles R. Veskerna – President
Cutler Repaving, Inc
921 E 27th Street
Lawrence KS 66046

To the City: Purchasing Agent
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

With a copy to: City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

T. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability or any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$100.00. For other and additional

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City for any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action, cause, reason or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the City Manager.
- D. The Contractor shall procure all permits, licenses, and certificates, or federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required.
- E. This Agreement is considered a non-exclusive Agreement between the parties.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.

- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Reviewed by City Attorney: _____ Date: _____

ATTEST:

Alice Passmore, City Clerk

By: _____
City Manager
Lee Feldman
Name (typed or printed)

WITNESS:
Judith K. Coffman
Name - Typed or Printed
Judith K. Coffman
Signature

By: _____
CUTLER REPAVING, INC
Signature
Charles R. Veskema **President**
Name and Title (typed or printed)
Cutler Repaving, Inc.
Name of Company
921 E. 27th St.
Mailing Address
Lawrence, KS 66046-4917
City, State, and Zip Code
785-843-1524
Area Code/Telephone Number

TATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 6TH day of JUNE, 2011, by Charles R. Veskema for Cutler Repaving, Inc.

Personally known to me.
Type of Identification Produced _____

SEAL

Jennifer J. Nelson
Signature of Notary
JENNIFER J. NELSON
(Type or printed name) Notary Public





October 26, 2011

Mr. Charles r. Veskerna, President
Cutler Repaving, Inc.
921 E. 27th Street
Lawrence, KS 66046-4917

RE: City of Palm Bay RFP 48-0-2011/SB, Asphalt Surface Treatment Applications

Dear Mr. Veskerna:

Attached, please find the signed Agreement for the above referenced Request for Proposals. The Agreement term is for one year with the option to extend for up to 4-additional twelve-month terms. Award was based on unit pricing, not total value of any specific project(s).

Please be advised, that the City does not have funding available in its fiscal year 2011/12 budget for anticipated road projects. Future fiscal year expenditures are uncertain at this time.

This Request for Proposals resulted in a multiple-award to several vendors. The City would like to maintain these Agreements in the event funding becomes available in the future.

If you need additional information or have any questions, please feel free to contact me at (321) 952-3424.

Sincerely,

Bobby Marsala, CPPO, CPPB, C.P.M., FCPM, FCPA
Purchasing & Contracts Division Manager

Attachments

Purchasing & Contracts Division

**AGREEMENT FOR SERVICES
ASPHALT SURFACE TREATMENT APPLICATIONS**

THIS AGREEMENT, made this 18th day of, OCT 2011, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and, Cutler Repaving, Inc., 921 E 27th Street, Lawrence, Kansas 66046 hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, "ASPHALT SURFACE TREATMENT APPLICATIONS, RFP #48-0-2011/SB (Exhibit A).
- (ii) Proposal for the City of Palm Bay prepared by Contractor dated April 12, 2011 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated 10-18, 2011 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has inspected the work site (as described in the Documents) and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on Oct. 18, 2011 and ending on Oct 17, 2012. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal per the line items listed below,

- Hot-in-Place Recycling and New Hot Mix Asphaltic Concrete \$2.80/SY
- Recycling Agent \$3.65/gallon
- Hot Mix Asphaltic Concrete \$80.00/ton

and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70 – 218.80, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS**A. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of

the United States or any other country. The Contractor shall pay all damages and costs awarded against the City and acknowledges other and additional good and valuable consideration for this provision.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR, including but not limited to the CONTRACTOR's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONTRACTOR) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to it's officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONTRACTOR in the execution, performance or non-performance or failure to adequately perform CONTRACTOR'S obligation pursuant to this Agreement.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- (1) A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- (2) Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- (3) Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- (4) Any patent or copyright infringement by Contractor;
- (5) Any lien or other claim by contractor inconsistent with this Agreement;
- (6) Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. **Environmental Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. **Termination**

City shall have the right at any time to terminate the Work, with or without cause, upon thirty (30) days written notice (the "Termination Notice"). In the event the contract is terminated by the City the Contractor shall only be entitled to payment for the Work performed to the date of the termination.

E. **Warranty**

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the

faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

F. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or City, respectively, shall not be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VI - LIMITATION OF LIABILITY shall apply.

G. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages, expenses, impacts or losses for extended corporate overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

H. Insurance Requirements:

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **Commercial General Liability:** The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- b. **Automobile Liability Insurance:** Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- c. **Excess Liability Coverage:**
Umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability, Employers Liability.
- d. **Workers' Compensation Coverage:**
Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided.
- e. **Insurance Certificates:**
The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as an additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.
The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.
All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.
Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

I. **Acceptance**

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

J. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

K. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. The Contractor shall maintain such books and records for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

L. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

M. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

N. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together

with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

O. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

P. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

Q. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

R. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

S. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Mr. Charles R. Veskerna – President
 Cutler Repaving, Inc
 921 E 27th Street
 Lawrence KS 66046

To the City: Purchasing Agent
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay, FL 32907

With a copy to: City Manager
 City of Palm Bay
 120 Malabar Road, SE
 Palm Bay, FL 32907

T. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability or any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$100.00. For other and additional

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City for any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action, cause, reason or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the City Manager.
- D. The Contractor shall procure all permits, licenses, and certificates, or federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required.
- E. This Agreement is considered a non-exclusive Agreement between the parties.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.

- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Reviewed by City Attorney: _____

Date: 6/9/2011

ATTEST:

Alice Passmore
Alice Passmore, City Clerk

10.18.11

By: _____

City Manager

Lee Feldman Susan Hann
Name (typed or printed)

WITNESS:

Judith K. Coffman

Name - Typed or Printed

Signature

Judith K. Coffman

CUTLER REPAVING, INC

By: _____

Signature

Charles R. Veskema **President**

Name and Title (typed or printed)

Cutler Repaving, Inc.

Name of Company

921 E. 27th St.

Mailing Address

Lawrence, KS 66046-4917

City, State, and Zip Code

785-843-1524

Area Code/Telephone Number

TATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 6TH day of JUNE, 2011, by Charles R. Veskema for Cutler Repaving, Inc.

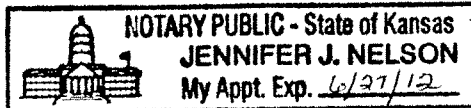
Personally known to me.

____ Type of Identification Produced _____

SEAL

Signature of Notary

JENNIFER J. NELSON
(Type or printed name) Notary Public





120 MALABAR ROAD SE, PALM BAY, FL 32907-3009

(321) 952-3424

March 30, 2011

ADDENDUM #3
TO THE CONTRACT DOCUMENTS FOR THE CITY OF PALM BAY

Project Name & Bid Number: RFP #48-0-2011 Asphalt Surface Treatment Applications

FROM: City of Palm Bay
120 Malabar Road SE
Palm Bay, FL 32907

TO: All Parties Holding Specifications

The purpose of this addendum is to provide the following changes, modifications and/or additions to the contract documents and technical specifications.

Questions from Cutler Repaving, Inc.

[Note – these questions / answers relate to item description #8 only.]

- Q1. Would it be possible to use the City of Palm Bay's supply contract for asphalt, as opposed to having the contractor purchase the asphalt? By using a supply contract the cost of the material would be cheaper, as no sales tax would be included by using a separate supply contract. If we purchase the material we would have to charge the City the cost of the sales tax.
- A1. Yes. See also answers to questions 3 and 4 below.
- Q2. What is the thickness of the new asphalt overlay and how many pounds per square yard does this equal?
- A2. The City anticipates the thickness of the new asphalt overlay for the Hot-in-Place Recycling process to be 1" and 100#.
- Q3. If a separate supply contract cannot be used, could a separate bid item for tons of hot mix be added to the bid? This would ensure that the City would only pay for the tonnage actually used.
- A3. Yes, a separate proposal item will be added.
- Q4. Could a separate bid item for recycling agent be added to the bid? This material is normally added at a rate of 0.10 of a gallon per square year, meaning that on a 150,000 SY project 15,000 gallons would be utilized. Adding a separate bid items ensures that the City will only pay for what is actually used.
- A4. Yes, a separate proposal item will be added.
- Q5. Are any working hour restrictions anticipated on the streets proposed for hot-in-place recycling?
- A5. No. The city anticipates work will be performed during normal business hours; however, will entertain any requests outside those hours.

- Q6. Could a separate traffic control bid item be added to the bid proposal?
- A6. MOT will need to be included in the unit cost. MOT beyond the FDOT standard will be a negotiated item at the time a work order is issued.
- Q7. There is no bid item for curb line milling. Would it be possible to use the City of Palm Bay's supply contract for curb line milling or could a separate bid item be added to mill a depth of one to two inches at the curb and taper to zero out seven feet from the curb?
- A7. Yes.

Please use the revised Proposal Form provided with this addendum when submitting your Request for Proposal package.

Question from Asphalt Paving Systems, Inc.

- Q1. Are there any technical specifications attached to this bid package?
- A1. Yes. They are included in this addendum.

END OF ADDENDUM #3

**** Revised with Addendum #3 ** - PROPOSAL FORM**
RFP NO. 48-0-2011/SB, ASPHALT SURFACE TREATMENT APPLICATIONS
SHEET 2 OF 2

Item #	ITEM DESCRIPTION	Est QTY.	Unit	Unit Price	TOTAL PRICE (Est. Qty x Unit Price)
1	Single Microsurfacing Application	100,000	SY	\$	\$
2	Double Microsurfacing Application	250,000	SY	\$	\$
3	Single Chip Seal Application	50,000	SY	\$	\$
4	Rut Fill	500	TON	\$	\$
5	Crack Sealing	2000	Gallon	\$	\$
Total This Section (A)					\$
6	Cold Asphalt Milling	15,000	SY	\$	\$
Total This Section (B)					\$
7	Asphalt Rejuvenating Agent	150,000	SY	\$	\$
Total This Section (C)					\$
8	Hot In Place Recycling and New Hot Mix Asphaltic Concrete	150,000	SY	\$	\$
8.1	Recycling Agent	15,000	GAL	\$	\$
8.2	Hot Mix Asphaltic Concrete	7,500	TON	\$	\$
Total This Section (D)					\$
9	Thin Asphalt Overlay	50,000	SY	\$	\$
Total This Section (E)					\$

Company Name

Date

48-0-2011/SB Asphalt Surface Treatment Applications

TECHNICAL SPECIFICATIONS

TECHNICAL PROVISION - CRACK SEALING

The work covered by these specifications consists of furnishing all labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks.

Material: Utilize Rubberized Joint Sealing Material meeting the requirements of Modified AASHTO M 173. Utilize Asphalt Rubber Sealing Compound meeting the requirements of ASTM D 5078.

Equipment

Kettle: The kettle shall be an oil-jacketed double wall kettle equipped with agitator and 2 inch hot asphalt pump. Provide separate thermometers for oil bath and melting chamber. Provide a pump for circulating the transfer oil bath. Do not allow the operating temperature in the kettle to exceed the melting point of the sealing material.

Compressor: Utilize an air compressor capable of maintaining a minimum of 100 PSI at 150 CFM, measured at the source and equipped with traps that will maintain the compressed air free of oil and water.

Extruder: Provide an extruder capable of providing variable width over band from 2 to 4 inches. All equipment shall be capable of extruding one thousand gallons per day.

Construction: No crack sealing material shall be applied in wet cracks or when ambient temperature is below 25 degrees F, unless a heat lance is utilized to adequately dry the crack.

All cracks shall be cleaned of loose dirt and debris with a compressor. Any vegetation shall be removed prior to sealing utilizing a motorized wire brush.

Fill joints and cracks in such a manner to provide a 2" to 4" band centered over the joint. The thickness of the material shall not exceed 1/8" to 1/16". Material shall be leveled by means of a squeegee or a dish mounted on the delivery wand.

When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over cracks to prevent sealer pickup.

All workmanship shall be of the highest quality, and excess spilled sealer shall be removed from the pavement surface by approved methods and discarded. Any workmanship determined to be below standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the City.

Qualifications: Contractor must have a minimum of five (5) years of experience applying crack seal. Contractor and its owners shall not have been debarred by any federal, state, county or local agency within the past five (5) years. Contractor and its owners shall not have defaulted on any submitted proposal(s) or awarded project(s) within the past five (5) years. Contractor and its owners shall not have been convicted of any crime relating to the contracting business by a final decision of a court or government agency within the past five (5) years. Contractor shall not have any outstanding liens on any project (this shall not apply if the lien has been bonded by the proposed proposer or the proposer has filed an action in a Court of competent jurisdiction challenging the validity of the proposal).

Method of Measurement: If a pay item is listed on the Proposal Form for work required in this Technical Provision, the quantity to be paid shall be per Gallon or as specified in the Proposal Form including all items of work described herein. Any item necessary for Crack Sealing, and not specifically listed in another item in the Proposal Form, shall be included in this item.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the per Gallon unit price for Crack Sealing or as listed in the Proposal Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack Sealing, including all MOT as described in TP-102 and all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

TECHNICAL PROVISION - MICROSURFACING

The work specified in this section consists of placement of a polymer modified Microsurface on a prepared existing paved road, placed within the lines, grades, and thickness established by the City.

Description: Microsurfacing is a polymer-modified cold-mix paving system that begins as a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers placed in a slurry state at ambient air temperature to extend the service life of both urban and rural roads within the City.

Materials:

Emulsified Asphalt: Quick-set latex modified cationic type CQS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CQS-1h,

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 F (57 C) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77 F (25 C)	40 – 90*
	2170	Kinematic Viscosity @ 275 F (135 C)	650 cSt/sec. Minimum F

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

Aggregate: The mineral aggregate used shall be of the type and grade specified for the particular use of the Microsurfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, one-hundred percent (100%) of the parent aggregate will be larger than the largest stone in the gradation to be used.

When aggregate is tested according to the following test, it should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
AASHTO T176	ASTM D2419	Sand Equivalent	65 Minimum

AASHTO T104	ASTM C88	Soundness	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
AASHTO T96	ASTM C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands.

SIEVE SIZE	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE
¾ (9.5 mm)	100	100	
#4 (4.75 mm)	90 – 100	70 – 90	± 5 %
#8 (2.36 mm)	65 – 90	45 – 70	± 5 %
#16 (1.18 mm)	45 – 70	28 – 50	± 5 %
#30 (600 um)	30 – 50	19 – 34	± 5 %
#50 (330 um)	18 – 30	12 – 25	± 4 %
#100 (150 um)	10 – 21	7 – 18	± 3 %
#200 (75 um)	5 – 15	5 – 15	± 2 %

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix

design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate will be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out, the contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it will require that a new mix design be performed. The contractor shall supply copies of the aggregate tickets to the customer within 24 hours of delivery to the job site.

Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.

Mineral filler: (if required) shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Microsurfacing is being placed if it is found to be necessary for better consistency or set times.

Water: Potable and free of harmful or deleterious materials.

Additives: Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

Mix Design: The Contractor shall submit to the City for approval a complete mix design prepared and certified by a laboratory which has experience in designing Microsurfacing. After the mix design has been approved, no substitution will be permitted, unless approved by the City. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. Recommended tests and values are as follows.

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-139	Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 Kg-cm Minimum 20 Kg-cm Minimum or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft ² Maximum (538 g/m ² Maximum)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
	Wet-Track Abrasion Loss One-hour Soak	50 g/ft ² (538 g/m ²) Maximum
	Six-day Soak	75 g/ft ² (807 g/m ²) Maximum

The Wet Track Abrasion test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content of a micro surface system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. Some systems require longer times for the asphalt to adhere to the stone. In these systems, a modified Marshall Stability Test (ISSA TB-148) or Hveem Cohesimeter Test (ASTM D 1560) has been used to confirm asphalt content.

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 Pounds (56.71 Kg)	5% Maximum 2.10% Maximum
ISSA TB-113	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

The mixing test is used to predict how long the material can be mixed in the machines before it begins to break. It is more for information to be used by the contractor than for quality of the end product.

The mixing test and set-time test should be checked at the highest temperatures expected during construction.

The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Project Manager will give final approval for all such adjustments.

COMPONENT MATERIALS	LIMITS
Residual Asphalt	7% to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

EQUIPMENT:

Mixing Equipment: The machine shall be specifically designed and manufactured to lay Microsurfacing. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

Proportioning Devices: Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

Spreading Device: The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-off: A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

Rut-Filling Box: When required, before the final surface course is placed, preliminary Microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half ($\frac{1}{2}$) inch (12.7 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) (1.5m) or six foot (6) (1.8 m) in width. For irregular or shallow rutting of less than one-half ($\frac{1}{2}$) inch (12.7 mm) in depth, a full-width scratch-coat pass may be used as directed by the City. Ruts that are in excess of one and one-half ($1\frac{1}{2}$) inches (38.1 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level-up.

Auxiliary Equipment: Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the contractor as necessary, (or as the City requires) to perform the work.

General: Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the City prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than sixty (60) days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

Construction:

Weather Limitations: Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Microsurfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time or as directed by the City.

Surface Preparation: Immediately prior to applying the Microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Microsurfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Microsurfacing by a suitable method. The City shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

Tack Coat: Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water

and should be applied with a standard distributor. The emulsified asphalt should be SS or CSS grade. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd² (0.23 to 0.45 l/m²). The tack coat shall be allowed to cure sufficiently before the application of Microsurfacing. If a tack coat is to be required, it must be billed as a separate pay item.

Application: A test strip shall be placed in conditions similar to those expected to be encountered during the project unless specifically waived by the City.

When required by local conditions, the surface shall be pre-wetted ahead of the spreader box. The rate of application of the spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement.

The Microsurfacing shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the Project Manager or his/her designee that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (½) inch wide (12.7 mm) and four inches (4) long (101 mm), or one inch (1) wide (25.4 mm) and three (3) inches long (76.2 mm), in any 29.9 yd² (25 m²) area. No transverse ripples or longitudinal streaks of one-fourth (¼) inch in depth (6.4 m²) will be permitted, when measured by placing a ten (10) foot (3 m) straight edge over the surface.

The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the Project Manager, shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATES
TYPE II Single application	Urban and Residential Streets	18 - 22 lb/yd ² (+/- 2 lbs)
TYPE II Double application	Urban, Residential, and Primary Routes	28 - 32 lb/yd ² (+/- 2 lbs)
TYPE II Rut Fill	Wheel Ruts	Tonnage As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.

Microsurfacing is often put down in two full-width passes in place of rut-filling when the rutting or deformation is not severe. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course is applied at 15 – 30 lb/yd² (8.1 – 16.3 kg/m²).

Opening to Traffic: Micro surfacing shall be capable of producing an emulsified asphalt paving mixture that will cure at a rate which will permit traffic on the pavement within one hour after application without damaging the pavement surface. Any damage done by traffic to the Microsurfacing shall be repaired by the contractor at his/her expense.

Joints: No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm) shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (¼) inch (6.4 mm) difference in elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation drop-off.

Mix Stability: The Microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying Microsurfacing material.

Handwork: Areas which cannot be reached with the machine shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

Edgelines: Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than ± 2 inches (± 50 mm) horizontal variance in any 96 feet (30 m) of length.

Emergencies: In emergencies affecting the safety of persons, the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City's representative is obligated to act at his discretion to prevent threatened damage, injury or loss. The contractor should immediately notify the City's representative followed by a written report providing the details of the emergency and the extent to which the project will be impacted.

Clean-up: All areas, such as drive-ways, gutters, and intersections, shall have the Microsurfacing mix removed as specified by the City. The contractor shall, on a daily basis, remove any debris associated with the performance of the work, completely and thoroughly to the satisfaction of the City. In addition, the contractor shall, at the request of the City pressure wash any area such as, curb and gutter, private driveways, etc. removing any and all stains associated with the placement of the Microsurfacing.

General Performance: Provide completed pavement which performs to the satisfaction of the project manager without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

Qualifications: Contractor must have a minimum of five (5) years of experience applying micro surfacing. Contractor and its owners shall not have been debarred by any federal, state, county or local agency within the past five (5) years. Contractor and its owners shall not have defaulted on any submitted proposal(s) or awarded project(s) within the past five (5) years. Contractor and its owners shall not have been convicted of any crime relating to the contracting business by a final decision of a court or government agency within the past five (5) years. Contractor shall not have any outstanding liens on any project (this shall not apply if the lien has been bonded by the proposer or the proposer has filed an action in a Court of competent jurisdiction challenging the validity of the proposal).

Final Inspection: Upon written notice from the contractor that the project is complete, the City's Representative will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor shall correct all deficiencies within (3) days of such notification before final acceptance and payment can be made. Failure to correct all deficiencies within the specified completion timeframe shall result in the assessment of liquidated damages as specified. Proposed request to extend the specified completion date shall be submitted in writing to the City no later than the time of the final inspection notification for approval.

One (1) year Correction Period: If, after the approval of payment and prior to the expiration of one (1) year after the date of completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work under a Work Order is found to be defective; the Contractor will promptly without cost to the City and in accordance with the City's Representative's written instructions, either correct such defective work or, if it has been rejected by the City Representative, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the City's Representative may have the defective work corrected or the rejected work removed and replaced; all direct and indirect costs of such removal and replacement will be paid by the Contractor.

Method of Measurement: If a pay item is listed on the Proposal Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Proposal Form including all items of work

described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in the Proposal Form, shall be included in this item.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Microsurfacing (Single application), Microsurfacing (Double application), Microsurfacing (Single chip seal), and the per square yard price for Microsurfacing. (Rut Fill) or as listed in the Proposal Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

TECHNICAL PROVISIONS - COLD ASPHALT MILLING

Description: This work shall require the Contractor to furnish all labor and materials necessary to remove existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.. The milling depth and locations per individual road shall be identified on the individual work order. After milling, the lime rock base shall be primed with AEP as according to Section 300 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

Equipment: The contractor shall provide a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Contract Documents. Use a machine with a minimum overall length (out to out measurement excluding the conveyor) of 18 feet and a minimum cutting width of 6 feet.

Equip the milling machine with a built- in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

To start the work, the Engineer will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, the Engineer will reject the milling machine for further use.

The Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment. Equip the milling machine with means to effectively limit the amount of dust escaping during the removal operation. For complete pavement removal, the Engineer may approve the use of alternate removal and crushing equipment in lieu of the equipment specified above.

Construction: Remove the existing raised reflective pavement markers prior to milling. Include the cost of removing existing pavement markers in the price for milling. All work performed and materials use shall conform to Section 327-3 of the Florida Department of Transportation and Standard Specifications for Roads and Bridge Construction and Roadways and Traffic Design Standards, latest edition.

Milled Surface: Provide a milled surface with a reasonably uniform texture, within ¼ inch of a true profile grade, and with no deviation in excess of ¼ inch from a straightedge applied to the pavement perpendicular to the centerline. Ensure that the variation of the longitudinal joint between multiple cut areas does not exceed ¼ inch. The Engineer may accept areas varying from a true surface in excess of the above stated tolerance without correction if the Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile, as determine by the Engineer, at no additional expense to the City. The engineer may require remiling of any area where a surface lamination causes a non-uniform texture to occur.

Method of Measurement: The quantity to be paid for will be the plan quantity area, in square yards, over which milling is completed and accepted.

Basis of Payment: Price and payment will be full compensation for all work specified in this section, including hauling off and stockpiling or otherwise disposing of the milled materials.

TECHNICAL PROVISIONS - ASPHALT REJUVENATING AGENT

Scope: This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

Material Specifications: The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each proposer must submit with his proposal a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test ²	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W ³		D-244(Mod.) T-59(Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴	GB	GB	-	30

Tests on Residue from Distillation:

Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w		D-2006-70	-	1.00
Maltene Dist. Ratio		D-2006-70	-	0.3 0.6

$$\frac{PC + A_1^5}{S + A_2}$$

PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins

A₂ = Second Acidaffins, S = Saturated Hydrocarbons

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON RECLAMITE®

- A. SCOPE – This procedure covers the determination of percent light transmittance of Reclamite®
- B. APPARATUS
 - 1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
 - 2) Graduated cylinder, 1,000 ml, or greater
 - 3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer

- 4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
- 5) Suction bulb for use with pipette
- 6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

C. CALIBRATION OF SPECTROPHOTOMETER

- 1) Calibrate spectrophotometer as follows:
 - (a) Set wavelength at 580 mu,
 - (b) Allow spectrophotometer to warm-up thirty minutes,
 - (c) Zero percent light transmittance (%LT) scale,
 - (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
 - (e) Place tube in spectrophotometer and set %LT scale at 100, and
 - (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

D. PROCEDURE

- 1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
- 2) Place 2,000 ml tap water in container.
- 3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
- 4) Using suction bulb, blow emulsion into container.
- 5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
- 6) Clean pipette with soap or solvent and water. Rinse with acetone.
- 7) Stir diluted emulsion thoroughly.
- 8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
- 9) Calibrate spectrophotometer.
- 10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
- 11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
- 12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

Material Performance: The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 45 percent and the penetration value shall be increased by a minimum of 25 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The proposer must submit with his proposal the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The proposer must submit with his proposal previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change the in asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

RECLAMITE®, manufactured by Golden Bear Oil, a division of Tricor Refining, LLC. is a product of known quality and accepted performance.

Applicator Experience: The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The proposer shall have a minimum of three years experience in applying the product proposed for use. He must submit with his proposal a list of five projects on that which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The proposer shall submit a written experience outline of the project superintendent.

PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"®, as manufactured by Golden Bear Oil, a division of Tricor Refining, LLC. for the asphalt rejuvenating agent is the standard for these specifications and the prices quoted on the Proposal Sheet Base Proposal shall be for this standard. Should a proposer wish to submit a proposal for alternates to the Standard, said prices shall be entered on the PROPOSAL SHEET as the "Alternate Proposal" for each item. In the event that the proposer submits no proposal for the Standard, only the "Alternate Proposals" should be completed.

Proposers may offer an ALTERNATE for the Standard specified in the Specifications provided the proposer adheres to the following and submits same with his proposal.

- (a) List the proposed alternate on the PROPOSAL SHEET form giving the product name and price.
- (b) Furnish complete specifications and descriptive literature for the alternate as well as a one gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the city's requirements for the standard item for which the alternate is offered.
- (c) Submit a current Material Safety Data Sheet for the alternate materials.

The City will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the City prior to award of a contract.

If no ALTERNATE is indicated on the PROPOSAL SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications. Should the ALTERNATE offered be found unacceptable by the City based on the data submitted with the proposal and no proposal is entered on the PROPOSAL SHEET for the Standard, then said proposal will be considered non-responsive.

APPLICATION TEMPERATURE/WEATHER LIMITATIONS: The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

HANDLING OF ASPHALT REJUVENATING AGENT: Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

APPLICATING EQUIPMENT: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound

to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or tree lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

APPLICATION OF REJUVENATING AGENT: The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed by the Engineer, shall receive an additional treatment of the asphalt rejuvenating emulsion. Said

treatment shall be uniformly applied by a method acceptable to the Engineer.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

METHOD OF MEASUREMENT: Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

BASIS FOR PAYMENT: The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor and incidentals to complete the work as specified and required.

TECHNICAL PROVISIONS - HOT IN PLACE RECYCLING AND APPLICATION OF NEW HOT MIX ASPHALTIC CONCRETE

DESCRIPTION OF WORK:

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of 1 inch and placing a layer of new Hot Mix Asphaltic Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designated machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing, reshaping the existing surface, and an application of the final overlay. The new HMAC placed over the rejuvenated layer of existing asphalt shall be in compliance with the lines, grades, thickness, and typical cross section, established by the Public Works Director or Designee.

NOTE: The machine that heats, scarifies, rejuvenates, and remixes the materials must also lay the recycled asphalt material, as well as the new HMAC material. The Director or his designee will provide the list of streets for this application after the proposal is awarded. Additional pre-heaters may be required to achieve the specified depth, as directed by the Director or Designee.

MATERIAL:

a) Asphalt Rejuvenating Agent (Emulsifier) The Director or Designee will approve the asphalt-rejuvenating agent. The recycling agent used to restore the plasticity of the existing asphalt pavement shall be an emulsified agent. The rejuvenating agent shall meet the minimum requirements of FDOT Specifications. A manufacturer's certification shall be submitted for the recycling agent.

b) Hot Mix Asphaltic Concrete: The current holder of the City of Palm Bay material term contract will deliver asphaltic concrete material used for the new surface to the site. The Delivery of the new HMAC will be coordinated with the HMAC supplier by the Contractor's Representative.

JOB CONDITIONS:

- a) Weather limitations for this work shall be a minimum of 50 degrees F. and rising.
- b) Normal working hours is 8 a.m. to 5 p.m. Monday through Friday. Work on holidays, weekends, will only be done if approved by the Director or Designee.
- c) Prior to the hot-in-place operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt, and other deleterious substances that would affect the quality of the recycled mix.

NOTE: No separate charge shall be made for this requirement.

d) The Contractor shall be responsible for protecting the areas adjacent to the work.

e) Hot In-Place shall follow edge milling, no later than 24 hours after milling is completed.

EQUIPMENT:

a) All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the Director or Designee.

b) Repaving machine:

1) The machine: Shall be an approved, self-contained, self-propelled, automated unit that heats, scarifies, automatically applies recycling agent at a uniform rate (determined by the Director or Designee), thoroughly mixes, redistributes, and levels the existing asphalt to the specified depth, and lays the new HMAC material overlay. The new HMAC must be laid within 30 seconds after the scarification begins to ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.

2) Pre-heater: This unit shall be hooded to prevent damage to adjacent property; including trees, shrubs, and

landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.

3) Scarifying and Milling: Units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The Director or Designee shall direct the depth of scarification.

NOTE: Scarifying depth may vary in range from 3/4 inch to 1 inch.

4) Recycling Agent Applicator: This System shall be automatically controlled; the recycling agent must be applied to the scarifying material at a uniform rate (determined by the Director or Designee.) The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within 5% of the specified rate.

5) Receiving Hopper and Conveying System: The machine shall consist of a hopper and conveyor system to collect and transport the new HMA to the finishing unit without segregation of the new material.

6) Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross section of recycled material. The recycling screed shall be heated to have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.

7) Finishing unit: The machine shall have an automatic controlled screen to produce a surface conforming to the surface thickness as required by the Director or Designee. The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of applying the new HMA to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling in the cross slope, and applying the new HMA to produce a uniform surface and texture.

8) Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMA and the recycled material to the required density as determined by the Director or Designee. Sufficient number of rollers shall be furnished to keep up with the operation. All rolling should be completed before the temperature of the new HMA drops below 190 F.

EXECUTIONS

Hold a pre-construction meeting at least weekly, and not later than seven days before start of operation. The Director or Designee shall be notified at least 48 hours prior to commencement of **any** paving operation.

a) The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.

b) The process shall produce a welded, longitudinal joint, and the standing edge of the adjoining asphalt pavement shall fully heat to a width of at least 2 inches beyond the width to be scarified and recycled.

c) Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190 degrees F. and a maximum temperature of 225 degrees F. throughout the repaving operation.

d) Due to the varying locations and properties of the existing asphalt paving, the following adjustments shall be made if required and directed by the Director or Designee.

1) Depth of scarification may be varied.

2) Application rate for the recycling agent may vary and must be uniformly

e) Cleanup- The Contractor will keep the work site free from accumulation of waste material; rubbish and debris from and about the work site, as well as all construction equipment, machinery, surplus materials, and will leave the site clean.

f) The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Delivery Order. This will include returning the area to the proper grade and slope as well as replacing sod, if so required by the Director or Designee.

QUALITY CONTROL:

The Director has the option of when and where tests may be taken to check if the surface is in compliance with thickness, smoothness, etc., and meets requirements of the specifications as directed by the Director and as outlined in Section 330 FDOT.

Contractor will assign a Quality Control Supervisor of the project. This person will work in conjunction with the City's Engineering Inspector.

METHOD of MEASUREMENT:

a) The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot-In-Place Recycling-Square Yard unit price.

b) Asphalt recycling emulsion agent will be measured by the gallon used in place as determined by the Contractor and their predetermined Mix Design and Director, or designee, and the job supervisor. Pay item, Recycling Emulsion – Gallon.

BASIS of PAYMENT:

Price payment will be full compensation for all work specified in Description of Work.

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 proposal. 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, 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, coded, ordinances and regulations, (including the obtaining of 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 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 (h) (1) of this clause, in precedence over any other clause of this contractor providing for rights in data.

3) The City is not precluded from using similar or identical data acquired from other sources.

CONTRACTOR INSPECTION REQUIREMENTS:

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies, material, equipment, or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturer parts. Performance of inspection or testing by the City shall not relieve the Contractor of this responsibility nor waive any rights of the City to reject or otherwise obtain relief in relation to non-conforming supplies, material,

equipment, or services.

DELIVERY of EXCESS QUANTITIES:

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the City receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. Quantities in excess will, at the option of the City, either be rejected and returned at the Contractor's expense, or retained and paid for by the City at the contract unit price.

EDGE MILLING ASPHALT PAVEMENT:

Part 2

GENERAL

All edge milling work herein specified shall be performed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction most recent edition at the time of proposal submittal and this specification. Where there is conflict between this specification and FDOT's specifications, this specification shall overrule. All references in FDOT's specifications to the Engineer shall mean the City of Palm Bay Public Works Director or his/her designee, herein after referenced to as the Director. The decision of the Director shall be final on all items.

EQUIPMENT:

- a) In general, the Contractor may perform the work using equipment, tools, machinery, etc. of their own choosing. However, all equipment to be used in the construction of the project shall be subject to approval or disapproval by the Director, and shall be in accordance with the most current edition of FDOT standards.
- b) The equipment used in the cold plane milling operation shall be a machine capable of maintaining a depth of cut and cross slope across the entire pavement surface to the desired uniformity and texture as specified by the Director. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine (within + or - 1/8 inch) by automatic controls referencing from the existing pavement. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation. To prevent infiltration of milled material into the storm sewer system, the sweeping operation shall be performed immediately after the milling operation.
- c) Jobsite storage of equipment shall be the responsibility of the Contractor.

CONSTRUCTION METHODS:

a) Edge Milling

- 1) The pavement surface shall be removed to the depth, width, grade, and cross section as directed by the Director which will restore the pavement surface to a uniform longitudinal profile and cross section. Additional work at intersections may be needed to obtain smooth transitions.
- 2) In general, the work to be done shall be removal of existing asphalt pavement to a depth of (3/4) to one (1) inch below gutter elevation. However, in no case shall asphalt pavement be removed within one-half (1/2) inch of the base, unless approved by the Director. If the base is exposed, asphalt will be placed immediately over exposed areas. All asphalt above and in the gutter is to be removed by methods which will not damage concrete curb and gutter.
- 3) The City will not be liable and will accept no responsibility for damage by hidden unexposed manholes or other utility appurtenances done to the milling machine or any other equipment of the Contractor.
- 4) The Contractor shall construct transitions at all streets, driveway intersections, and alleys as directed by the Director. The transitions shall be from a straight-line projection of the toe of the curb of the street being milled to a distance not to exceed one hundred (100) feet.
- 5) The Contractor shall edge mill on either or both sides of the street with a width of approximately six and one half (6 1/2) feet, (single pass).
- 6) The milled material shall remain the property of the City. The milled material shall be hauled by the

Contractor on his trucks from the work site to a location within the City limits.

7) The newly edge milled surface shall be properly cleaned; the Hot-In-Place asphalt recycling to follow, but no later than 24 hours after the milling operation, or as directed by the Director.

MEASUREMENT of WORK COMPLETED:

a) Asphalt edge milling shall be measured in square yards and in (0-1) inches of depth, approximately six and one half (6 ½) foot pass.

PAYMENT OF WORK COMPLETED:

a) Payment for work completed shall be by proposal items as listed on page proposal items for Hot-In-Place recycling, based on field measured quantities and shall be full compensation for work completed in accordance with specification.

TECHNICAL PROVISION - THIN ASPHALT OVERLAY

Description: Where reference is made to bituminous concrete, it shall also refer to hot-mix asphalt (HMA) mixtures using the Superpave mix-design method. Use Type SP-4.75 mixes only as defined in the Contract Documents. Work under this section shall consist of the production, delivery and placement of a non-segregated, smooth and dense bituminous concrete mixture. The Contractor shall furnish Quality Control Plans for both plant production and placement of HMA mixtures.

The terms listed below as used in this specification are defined as:

334-1.3 Gradation Classification: The Superpave mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-4.75	4.75 mm
Type SP-9.5	9.5 mm
Type SP-12.5	12.5 mm
Type SP-19.0	19.0 mm

Course: A lift comprised of the same HMA mixture placed as part of the pavement structure.

Hot Mix Asphalt (HMA): A SP 4.75 MM bituminous concrete mixture.

Lift: A single HMA mixture placed at a defined thickness.

334-1.4.1 Layer Thicknesses - Fine Mixes: The allowable layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP-4.75	1/2 - 3/4 inches
Type SP-9.5	1 - 1 1/2 inches
Type SP-12.5	1 1/2 - 2 1/2 inches
Type SP-19.0	2 - 3 inches

Segregation: A non-uniform distribution of a HMA mixture in terms of volumetric, gradation or temperature.

Quality Assurance (QA): All those planned and systematic actions necessary to provide confidence that a product or facility will perform as designed.

Quality Control (QC): The sum total of activities performed by the vendor (producer, manufacturer, and contractor) to ensure that a product meets contract specification requirements.

Materials:

1. Materials Supply: The HMA SP 4.75 MM mixture must be from one source of supply and originate from one HMA Plant unless authorized by the Engineer. SP-4.75 mixes, submit representative samples of all component materials, including asphalt binder, for conditional mix verification or rejection for all traffic levels.

2. Recycle Option: The Contractor has the option of recycling reclaimed asphalt pavement (RAP) in HMA mixtures up to 20%.

3. Material Requirements

As an exception to the gradation requirements of AASHTO M323, meet the following requirements for Type SP-4.75 mixtures.

Sieve Size (mm)	Minimum % Passing	Maximum % Passing
12.5	100	--
9.5	95	100
4.75	90	100
2.36	65	90
1.18	30	65
0.075	5	13

—Contractor’s Quality Control:

Perform necessary quality control testing and inspection to insure that the produced bituminous material meets the job mix formula tolerances for asphalt content and gradation as indicated in the Table 1 below.

Acceptance of the Mixture

The mixture will be accepted on the basis of asphalt content and gradation testing in accordance with Table 1 below.

For days with production over 100 tons, the mixture will be tested at a minimum frequency of one extraction/gradation per 500 tons of material shipped. For days with production of less than 100 tons, the material will be accepted on the basis of visual inspection only.

All testing will be completed within 24 hours of sampling with all results being forwarded electronically to the owner or owner’s authorized agent.

Table 1 Tolerances for Acceptance Tests	
Asphalt Content	+/- .55
Passing No. 4 Sieve	+/- 7 Percent
Passing No. 8 Sieve	+/- 5.5 Percent
Passing No. 200 Sieve	+/- 2.0 Percent

Construction Methods:

1. Material Documentation: All vendors producing bituminous concrete must have their truck-weighing scales, storage scales, and mixing plant automated to provide a detailed ticket.

2. Transportation of Mixture: Trucks with loads of bituminous concrete being delivered to State/ Municipal projects must not exceed the statutory or permitted load limits referred to as gross vehicle weight (GVW). The Contractor shall furnish a list of all vehicles and allowable weights transporting mixture.

3. Paving Equipment: The Contractor shall have the necessary paving and compaction equipment at the project site to perform the work. All equipment shall be in good working order and any equipment that is worn, defective or inadequate for performance of the work shall be repaired or replaced by the Contractor to the satisfaction of the Engineer. The use of solvents or fuel oil as a release agent on any paving equipment (i.e., rollers, pavers, transfer devices, etc.) is strictly prohibited.

Pavers: Each paver shall have a receiving hopper with sufficient capacity to provide for a uniform spreading operation and a distribution system that places the mix uniformly, without segregation. The paver shall be equipped with and use a vibratory screed system with heaters or burners. The screed system shall be capable of producing a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screed units as part of the system shall have auger extensions and tunnel extenders as necessary.

Rollers: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Rollers types shall include one steel-wheeled and one traffic roller able to give a smooth finish.

Tack Coat Application: A thin uniform coating of tack coat shall be applied to the pavement immediately before overlaying and be allowed sufficient time to break (set).

Compaction: The Contractor shall compact and seal the mix with minimal passes and eliminate all roller marks without displacement, shoving, cracking, or aggregate breakage.

SUPPLEMENTAL SERVICES

- A. Traffic Control.** The work shall require the Contractor to post all necessary traffic control devices for construction, furnish necessary flagmen (IMSA certified), and generally insure traffic safety and protection of all work from traffic as mandated by the “Manual on Uniform Traffic Control Devices” (MUTCD) and the FDOT “Roadway and Traffic Design Standards at all times. All workers will be required to wear safety vests at all times when working in the right- of-way. Suitable methods will be used by the contractor to protect the work from the traffic until the new surface will support that traffic without damage. Any damage to the uncured surface will be the responsibility of the contractor.

All traffic control will conform to FDOT Section 102 Maintenance of Traffic and the price shall be included in the respective unit prices.

- B. Residence and Business Notification:** All homeowners and businesses affected by the Construction will be notified one (1) day in advance of the construction. The notification shall be in the form of a written posting stating the times and dates that construction is expected on their road. The notice shall be of the door hanger type that secures to the door handle of each dwelling or business. The contractor shall also place the notice on the windshield of any parked cars on the street. There will be no extra payment for the notification. It will be included in the general cost of the work.

- C. Daily Work Schedule.** All work will be performed during normal City business hours (7:00 a.m. to 5:30 p.m.) on non-holiday weekdays, unless otherwise directed by the project manager. Any work performed outside of normal City business hours will require prior project manager approval including night work, weekends and holidays.

- D. Work Safety Standards.** The contractor shall comply with all safety standards and regulations as required Florida Department of Transportation (FDOT), OSHA and any Local, State or Federal Agency. Upon request by the project manager the contractor shall submit a safety plan. The contractor shall take all necessary steps to provide protection against injury to City staff and contractor employees throughout the duration of the project. Work areas shall be blocked off from access by the public with the use of tapes and barricades as required.

- E. Debris/ Housekeeping.** Contractor shall make a substantial effort to keep job-site and any temporary staging areas clean while work is in process and shall have all debris cleaned up at the end of each day of work. Contractor to remove all work related debris, equipment and surplus materials from the premises at the completion of work.

- F. Temporary Staging Areas.** The contractor shall be given specific instructions and directives from the project manager prior to utilizing any areas or locations as temporary staging or storage area. The City will not be responsible for loss or damage to contractor’s properties stored or staged on City premises.

- G. Street Sweeping.** The contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the project manager the hand cleaning is not sufficient then a self – propelled street sweeper shall be used. All sand or other materials used during the treatment must be removed no later than 48 hours after treatment of the street.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2235

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Application for Transportation Enhancement Program Funding for Massachusetts Avenue Sidewalks

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Application for Transportation Enhancement Program Funding for Massachusetts Avenue Pedestrian Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding funding for Massachusetts Avenue Pedestrian Sidewalks:

A. Approve submittal of an Application for Transportation Enhancement Program funds to construct sidewalks along Massachusetts Avenue from, "W" Street to Mobile Highway; and

B. Adopt a Resolution in support of an Application for Transportation Enhancement Program Projects for pedestrian sidewalks on Massachusetts Avenue.

Pedestrian sidewalks are an integral part of the Florida-Alabama Transportation Planning Organization (TPO) Bicycle/Pedestrian Plan. Federal funds to design and construct sidewalk projects are available through a competitive application process, and the Application Package requires BCC (Board of County Commissioners) approval of and a Resolution supporting the project.

The TPO meets later this year to review the Applications for funding and to prioritize the project submitted. The higher a project is ranked by the TPO, the more likely it is that the project will be selected to receive Federal and/or State funding.

This proposed project would construct new sidewalks along Massachusetts Avenue, from "W" Street to Mobile Highway, for a total of 2.5 miles.

BACKGROUND:

Pedestrian sidewalks are an integral part of the Florida-Alabama Transportation Planning Organization (TPO) Bicycle/Pedestrian Plan. Federal funds to design and construct sidewalk projects are available through a competitive application process, and the application package requires BCC approval of and a Resolution supporting the project.

The TPO meets later this year to review the applications for funding and to prioritize the project

submitted. The higher a project is ranked by the TPO, the more likely it is that project will be selected to receive federal and/or state funding.

This proposed project would construct new sidewalks along Massachusetts Avenue from 'W' Street to Mobile Highway, for a total of 2.5 miles.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

TPO staff will review the application in July 2012. The TPO will be requested to approve a prioritized list of projects during August 2012. Projects will be scheduled for design and construction in their order of priority.

Attachments

Resolution for Massachusetts Sidewalk Funding

RESOLUTION 2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN SUPPORT OF AN APPLICATION FOR TRANSPORTATION ENHANCEMENT PROGRAM FUNDING TO CONSTRUCT A PEDESTRIAN SIDEWALK ALONG MASSACHUSETTS AVENUE FROM "W" STREET TO MOBILE HIGHWAY; ESTABLISHING A NEED FOR A PEDESTRIAN SIDEWALK; PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF A PEDESTRIAN SIDEWALK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, a roadway known as Massachusetts Ave, is located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a sidewalk along Massachusetts Avenue; and

WHEREAS, a sidewalk along Massachusetts Avenue from "W" Street to Mobile Highway has been proposed and approved in the Florida-Alabama Transportation Planning Organization's Bicycle Pedestrian Master Plan; and

WHEREAS, federal Surface Transportation Program funds are now available for transportation enhancement projects through the State of Florida Department of Transportation; and

WHEREAS, the sidewalk along Massachusetts Avenue from "W" Street to Mobile Highway appears to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the proposed pedestrian sidewalk application has been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need on Massachusetts Avenue for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for Federal Transportation Enhancement funding of the sidewalk within the existing right-of-way for Massachusetts Avenue from 'W' Street to Mobile Highway.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: [Signature]
Title: [Signature]
Date: 2/23/12



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2238

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Application for Transportation Enhancement Funding for Michigan Avenue and Saufley Field Road Sidewalks

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Application for Transportation Enhancement Program Funding for Michigan Avenue and Saufley Field Road Pedestrian Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding Michigan Avenue and Saufley Field Road Pedestrian Sidewalks:

- A. Approve re-submittal of an Application for Transportation Enhancement Program funds to complete sidewalks along Michigan Avenue (State Road 296) and Saufley Field Road (County Road 296), from Denver Avenue to N.A.S. Saufley Field, for a total of 1.87 miles; and
- B. Adopt a Resolution in support of an Application for Transportation Enhancement Projects for pedestrian sidewalks on Michigan Avenue and Saufley Field Road.

Pedestrian sidewalks are an integral part of the Florida-Alabama Transportation Planning Organization (TPO) Bicycle/Pedestrian Plan. Federal funds to design and construct sidewalk projects are available through a competitive application process, and the Application Package requires BCC (Board of County Commissioners) approval of and a Resolution supporting the project.

The TPO meets later this year to review the Applications for funding and to prioritize the projects submitted. The higher a project is ranked by the TPO, the more likely it is that the project will be selected to receive Federal and/or State funding.

This proposed project would construct new sidewalks along Michigan Avenue and Saufley Field Road, from Denver Avenue to N.A.S. Saufley Field, for a total of 1.87 miles.

BACKGROUND:

Pedestrian sidewalks are an integral part of the Florida-Alabama Transportation Planning Organization (TPO) Bicycle/Pedestrian Plan. Federal funds to design and construct sidewalk projects are available through a competitive application process, and the application package requires BCC approval of and a Resolution supporting the project.

The TPO meets later this year to review the applications for funding and to prioritize the project submitted. The higher a project is ranked by the TPO, the more likely it is that project will be selected to receive federal and/or state funding.

This proposed project would construct new sidewalks along Michigan Avenue and Saufley Field Road from Denver Avenue to N.A.S. Saufley Field, for a total of 1.87 miles.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

TPO staff will review the application in July 2012. The TPO will be requested to approve a prioritized list of projects during August 2012. Projects will be scheduled for design and construction in their order of priority.

Attachments

Resolution for Michigan Ave/Saufley Field Rd Sidewalks

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN SUPPORT OF AN APPLICATION FOR TRANSPORTATION ENHANCEMENT FUNDING FOR A PEDESTRIAN SIDEWALK ALONG MICHIGAN AVENUE AND SAUFLEY FIELD ROAD FROM DENVER AVENUE TO N.A.S. SAUFLEY FIELD; ESTABLISHING A NEED FOR A PEDESTRIAN SIDEWALK; PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF A PEDESTRIAN SIDEWALK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, a roadway known as Michigan Avenue and Saufley Field Road, State Road 296/CR 296, is located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a sidewalk along Michigan Avenue and Saufley Field Road; and

WHEREAS, a sidewalk along Michigan Avenue and Saufley Field Road, from Denver Avenue to N.A.S. Saufley Field, has been approved in the Florida-Alabama Transportation Planning Organization's Bicycle Pedestrian Master Plan; and

WHEREAS, federal Surface Transportation Program funds are now available for transportation enhancement projects through the State of Florida Department of Transportation; and

WHEREAS, the sidewalk along Michigan Avenue and Saufley Field Road, from Denver Avenue to N.A.S. Saufley Field, appears to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the Florida Department of Transportation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference

Section 2. That the proposed pedestrian sidewalk application has been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need on Michigan Avenue and Saufley Field Road for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for federal transportation enhancement funding of the sidewalk within the existing right-of-way along Michigan Avenue, from Denver Avenue to N.A.S. Saufley Field, and Saufley Field Road, for a total of 1.87 miles.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

This document approved as to form
and legal sufficiency.
By: Ernie Lee Magaha
Title: FOH
Date: 2/23/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2222

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Street name approval - "Jalyn Road"

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Street Name Approval of "Jalyn Road"- T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the street name "Jalyn Road", for an un-named County road running north off of the 200 Block of Kenmore Road and 670 feet west of Tiki Lane. Sixty-three percent of the property owners signed the Petition. This street is in Commission District 3.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

BACKGROUND:

Sixty three percent of the property owners signed the petition. This street is in Commission District 3.

BUDGETARY IMPACT:

Cost of two new street signs, which is \$446.90, will be funded by the Public Works Department / Transportation and Traffic Division [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201].

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Petition

Map

Notification letter

Property owner mail list



Escambia County Addressing
 3363 West Park Place
 Pensacola, FL 32505
STREET NAME PETITION

DATE SUBMITTED: 1 / 12 / 12

The following Street names have been submitted for approval:

JALYN ROAD
~~1 WALKER LANE R23~~ 2 LULA LANE 3 GARLAND LANE

Streets are located in the area of: Lying between Travis St. & Kenmore Rd. & about 300 ft. east of Trent St.

ATTACH A MAP OF LOCATION:

(If the new street name is approved, your address number will also be subject to change.)
 The street names are requested by the petitioners listed below:

<u>PROPERTY OWNER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
<u>Richard E Bourne</u>	<u>195 TRAVIS ST</u>	<u>850-477-8416</u>
<u>Peggy (m^{rs} Daniel) Vaughn</u>	<u>256 Kenmore Rd.</u>	<u>850-484-7651</u>
<u>Jerry Jeantel Vaughn</u>	<u>240 Kenmore Rd.</u>	<u>850-477-0937</u>
<u>Richard Blackmer</u>	<u>254 Kenmore RD</u>	<u>850 476 8461</u>
<u>Sherry Santo</u>	<u>1101 Trent St.</u>	<u>850-287-5009</u>

Use back of form for additional signatures, addresses, and phone numbers.

(DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): Jalyn Rd.

NUMBER OF RESIDENTS: 8

NUMBER OF RESIDENTS WHO SIGNED PETITION 5

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 63%

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED DIST. 3 / Marie Young

Rick Guilenger Michael L. Young 1/12/12
 ADDRESS COORDINATOR 9-1-1 COORDINATOR DATE APPROVED



TRENT ST

TRAVIS ST

KENMORE RD

Proposed Jalyn Road

6245-

122-

121-

250-

254-

256-

252-





Board of County Commissioners • Escambia County, Florida

T. Lloyd Kerr, AICP, Director
Development Services

February 13, 2012

RE: Naming of Unnamed Road – **Jalyn Rd.**

Dear property owner:

Pursuant to Escambia County Ordinance 86-11, Mr. Richard Barnes has requested the naming of a local road to which you own adjacent property. The ordinance requires approval by petition from a majority of the property owners along the road, which he has obtained. The road, running south from Travis Street to Kenmore Road, and 320' east of Trent Street, is scheduled to be named Jalyn Rd. upon BCC Board approval.

The attached map depicts the road, surrounding properties, and addresses that would be changed by the street naming. You may contact me at 850-595-3458 if you wish to discuss the proposed naming of the referenced road.

Sincerely,

Rick Geiberger

Escambia County Addressing

Cc: Property Owners

HUBBARD ROBERT L
1401 E GADSDEN ST
Pensacola, FL 32501

MCDANIEL GARLAND R & PEGGY JO
256 KENMORE RD
PENSACOLA, FL 32503

GODWIN THOMAS C JR
191 TRAVIS ST
PENSACOLA, FL 32503

BARNES RICHARD E & TUYET D
195 TRAVIS ST
PENSACOLA, FL 32503

SANTO SHERRY
6101 TRENT ST
PENSACOLA, FL 32503

ROBINSON TRAVIS E SR &
ROBINSON BERNADINE R &
ROBINSON TRAVIS JR
125 TRAVIS ST
PENSACOLA, FL 32503

BLACKMON RICHARD I &
BLACKMON GRACIE LEE
254 KENMORE RD
PENSACOLA, FL 32503

VAUGHN JERRY A & JEANETTE
240 KENMORE RD
PENSACOLA, FL 32503



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2214

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Interlocal Agreement with the City of Pensacola for CDBG-Assisted Demolition/Clearance of Old Blount School Property

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement with the City of Pensacola for CDBG Assisted Demolition/Clearance of Old Blount School Property - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement with the City of Pensacola providing Community Development Block Grant (CDBG) support for Demolition/Clearance of Old Blount School property:

A. Approve an Interlocal Agreement with the City of Pensacola committing \$130,000 toward the total cost for demolition/clearance of the deteriorated Old Blount School buildings located at 113 North "C" Street to prepare the property for future redevelopment; and

B. Authorize the Chairman to execute the Interlocal Agreement and the County Administrator and/or Chairman, as appropriate, to execute all related forms and any other documents as may be required to fully implement the Project jointly with the City of Pensacola.

[Funding: Fund 129/2009 CDBG, Cost Center 220410]

BACKGROUND:

For many years, the County/Neighborhood Enterprise Foundation, Inc. (NEFI) and the City of Pensacola Housing Office have worked diligently to gain control of the Old Blount School property located at 113 North "C" Street (see Exhibit I for property location) to: (1) eliminate the severe blighting condition created by the dilapidated buildings on the site; (2) improve the property for the benefit of the surrounding residential community; and (3) secure the large parcel (basically an entire City block) for future redevelopment in accordance with CDBG requirements. Continuing this effort, in June 2011, the City advertised plans to jointly utilize CDBG funds to acquire, remediate and demolish the existing deteriorated buildings on the property to prepare the site for future redevelopment (see Exhibit II for public notice). The City successfully acquired the property in late 2011 and is the current owner of record. In cooperation, the City and County will jointly use CDBG funds to finance the next phase of the project encompassing remediation and demolition of the blighted buildings. Per the Interlocal Agreement, the total project cost is estimated at \$307,000, of which the City will provide \$177,000 and the County will

provide \$130,000. Upon completion of this phase, the property will be suitable for future redevelopment. The Interlocal Agreement will be approved by City Council on March 22, 2012.

BUDGETARY IMPACT:

CDBG funds are budgeted in Fund 129/Community Development Block Grant in Cost Center 220410. The City's funding for the Project is budgeted within the City's CDBG Program account. No County general fund revenue is required for this program,

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney, and by the City of Pensacola Legal Department. The Interlocal Agreement is included in Exhibit III.

PERSONNEL:

There will be no impact upon County personnel or positions as a result of the Board's approval of the Interlocal Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements must be approved by the Board prior to implementation.

IMPLEMENTATION/COORDINATION:

Project implementation and oversight for the County will be provided by NEFI, in close cooperation with the Pensacola Housing Office. Bidding functions will be performed by the City Office of Purchasing, with representation from NEFI. All County payments associated with the project will be approved by NEFI and processed through the Clerk's Finance Division. Other interested parties have been made aware of the schedule for Board approval of the Interlocal Agreement.

Attachments

Exhibit I - Blount School Property Location

Exhibit II - Public Notice Old Blount School Project

Exhibit III - CDBG Interlocal Agreement (Blount)

Old Blount School Site



Map Grid



Major Roads

- County Road
- InterState
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



OLD BLOUNT SCHOOL PHOTOS
(BLIGHTED/DILAPIDATED CONDITION)

PUBLIC NOTICE
AMENDMENT TO ESCAMBIA CONSORTIUM FIVE YEAR (FY2005-2010)
CONSOLIDATED PLAN AND ANNUAL PLANS
FOR THE CITY OF PENSACOLA'S AND ESCAMBIA COUNTY'S
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The City of Pensacola and Escambia County are proposing an amendment to the Escambia Consortium Five Year (FY2005-2010) Consolidated Plan and the FY2005 through FY2010 Annual Plans. The proposed amendment will reallocate City funds from prior years completed projects/activities to a new activity: Westside Neighborhood and/or CRA Area-Removal of Slum and Blight/Housing Rehabilitation/Public Facilities Improvements/Park Improvements. The activity will serve low and moderate income residents.

AMENDMENT TO THE CITY OF PENSACOLA'S
CDBG PROGRAM ANNUAL PLANS

Funding Proposal/Reallocation:

From: Urban Infill Enhancements

Grant #B-06-MC-12-0016	\$ 16,209	
Grant #B-08-MC-12-0016	\$ 62,513	
Completed Projects (Temporary Relocation)		
Grant #B-05-MC-12-0016 thru Grant #B-08-MC-12-0016	\$100,000	
Completed Projects		
Grant #B-08-MC-12-0016	\$ 20,475	
Grant #B-09-MC-12-0016	\$ <u>23,516</u>	
Total Proposed for Reallocation of Funds		\$222,713

To: Westside Neighborhood and/or CRA Area-Removal of Slum and Blight/Housing Rehabilitation/Public Facilities Improvements/
 Park Improvements

Grant #B-10-MC-12-0016	\$222,713
------------------------	-----------

In addition, subject to approval of the Board of County Commissioners, Escambia County is considering a reallocation of up to \$200,000 in available CDBG funds from current Slum/Blight and/or Neighborhood Improvement Projects/Activities to supplement funding for the new project as described above.

Comments or questions concerning these proposed amendments are invited and will be accepted through the 30 day public review and comment period beginning June 9, 2011 and extending through July 11, 2011, 6:00 PM, CDT. Written comments may be submitted to Ms. Pat Hubbard, Housing Director, City of Pensacola, P.O. Box 12910, Pensacola, Florida 32521, or verbally via telephone at 850.858.0350 (TDD #850.595.0102) or email at phubbard@ci.pensacola.fl.us

The City adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call 858-0350 (TDD 595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested service.

Ashton J. Hayward, III
 Mayor

**COMBINED NOTICE
NOTICE OF FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT
AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

APPLICANT

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521
850.858.0350

January 26, 2012
Date

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Pensacola.

TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS:

On or about February 13, 2012, the City of Pensacola will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of federal Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, to undertake the following project:

Westside Neighborhood Improvement-Removal of Slum and Blight

\$177,000 (FY11-12)

Funds will be used for the removal of slum and blighted conditions, including environmental contamination issues and support remediation/demolition costs associated with vacant or abandoned properties located at 113 North "C" Street, Pensacola, Florida in conjunction with the Westside Neighborhood Community Redevelopment Plan. Reuse of the property will be determined subsequent to the demolition project, but may include housing, a park, or other uses that will support the redevelopment plan for the area. In addition, subject to approval of the Board of County Commissioners, Escambia County is considering an allocation of up to \$200,000 in available CDBG funds from current Slum/Blight and/or Neighborhood Improvement Projects/Activities to supplement funding for the new project as described above. Any additional project funding up to the referenced \$200,000 is encompassed within the Project description provided in this Notice.

FINDING OF NO SIGNIFICANT IMPACT (FONSI)

The City of Pensacola has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Pensacola Housing Department, 420 W. Chase Street, Pensacola, Florida, where the ERR can be examined, and may be copied upon request, between the hours of 7:00 A.M. to 6:00 P.M., Monday through Thursday, excluding holidays.

PUBLIC COMMENTS ON FONSI

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to the City of Pensacola, Department of Housing, P.O. Box 12910, Pensacola, FL 32521. All comments received by February 10, 2012, 5:00 P.M. CDT, will be considered by the City prior to authorizing submission of a request for release of funds. Comments should specify which "Notice" they are addressing.

RELEASE OF FUNDS

The City of Pensacola certifies to HUD that Ashton J. Hayward, in his capacity as Mayor of the City of Pensacola, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certifications satisfies its responsibilities under NEPA and related laws and authorizes and allows the City of Pensacola to use CDBG Program funds.

OBJECTION TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the City of Pensacola's certification for a period of fifteen (15) days following anticipated submission date or its actual receipt of the request, whichever is later, only if they are on one of the following bases: a) the certification was not executed by the Certifying Officer of the City of Pensacola; b) the City of Pensacola has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; c) the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or d) another federal agency acting pursuant to 40 CFR, Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedure (24 CFR Part 58) and shall be addressed to the Field Environmental Officer, HUD-Miami Field Office, Brickell Plaza Federal Building, 909 SE First Avenue, Suite 500, Miami, FL 33131-3028. Potential objectors should contact HUD to verify the actual last day of the objection period.

Ashton J. Hayward, III, Mayor
City of Pensacola
P.O. Box 12910
Pensacola, FL 32521

INTERLOCAL AGREEMENT
Concerning Blount School Demolition/Clearance Project

THIS AGREEMENT is made and entered into this 1st day of April, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida ("**THE CITY**"), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and jointly managing funding and activities generally under the provisions of 24 CFR, Part 570, which regulates funding provided through the federal Community Development Block Grant (CDBG) Program as administered by the U. S. Department of Housing and Urban Development ("HUD").

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the CDBG Regulations authorize local governments to cooperatively utilize CDBG funds received by each jurisdiction for projects or activities that provided mutual beneficial for the residents of the larger community; and

WHEREAS, Escambia County and the City of Pensacola desire to cooperatively implement the Blount School Property Demolition/Clearance Project (hereinafter the "Project"), with the City of Pensacola serving as lead jurisdiction for purposes of administrative authority and grants management.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the framework under which the City and County will cooperatively finance and implement the demolition/clearance of the buildings located on the Blount School Property located at 113 North "C" Street, Pensacola, Florida (hereinafter referred to as the "Property"). The City of Pensacola has previously attained Fee Simple ownership of the Property and the legal authority to undertake the improvements upon the Property as described throughout this Agreement. Acquisition of said Property was accomplished by the City in accordance with governing CDBG Regulations at 24 CFR Part 570 and related acts. The next phase encompasses demolition and clearance of existing buildings/ structures located on the Property in order to eliminate severe blighting conditions and to ready the Property for future redevelopment. The County shall fully cooperate with the City in attaining full and complete compliance with all regulatory, statutory, and administrative requirements associated with the utilization of CDBG Entitlement funds for this purpose as published under authorization of the U. S. Department of Housing and Urban Development ("HUD").

SECTION 2. Coordination.

The County, as represented by Neighborhood Enterprise Foundation, Inc. ("NEFI"), agrees to cooperate fully with the City, as represented by its Housing Department, in all actions related to the demolition/clearance phase of the Blount School Demolition/Clearance Project that will occur within the Pensacola city limits. With regard to CDBG fiscal matters, the City of Pensacola and its Housing Department, in cooperation with NEFI, shall assist in the provision of detailed cost documentation and other information pertaining to payments for Project related activities required to fully establish the eligibility and validity of CDBG-funded expenditures. The County and City shall each retain authority to approve or reject Project related payment requests to the extent that such payments would violate governing CDBG Regulations.

SECTION 3. CDBG Program Policies, Procedures and Requirements.

The City of Pensacola (Pensacola Housing Department) and Escambia County (NEFI) shall cooperate in the development of the policies, procedures and actions required to implement the demolition/clearance phase of the CDBG financed Project. Both parties agree that the City of Pensacola shall have the final local approval authority for expenditures related to the Project, but the County shall have the authority to reject payment or reimbursement request(s) submitted to the County by the City if the County finds that the payment would constitute a violation of governing CDBG Regulations. Any issue(s) that cannot be resolved locally shall be referred to HUD for resolution prior to expenditure of CDBG funds for the disputed purpose(s). The City and County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure completion of the Project in a timely and efficient manner for the mutual benefit of residents of the community. Said cooperation shall include the execution of any documents necessary to carry out the purposes of this Agreement, individually or jointly.

The City shall complete the Environmental Review, Clearance and Release of Funds process as required by 24 CFR Part 58, with respect to the Project and shall be responsible for maintaining complete documentation related thereto. The City process shall encompass the uses of County CDBG funding provided through this Agreement. Therefore, no separate County environmental review process shall be undertaken with respect to the Project.

Further, both parties agree that the CDBG Project proposed herein is consistent with the plans and priorities of the Escambia Consortium Five Year Consolidated Plan, as amended.

SECTION 4. Funding:

a) CDBG Project:

The City and County mutually agree that completion of the demolition/clearance phase of the Project is critical to the elimination of severe blighting conditions on the Property and to address the known or perceived Brownfield concerns largely based on non-remediated lead based paint and asbestos within the interior of the existing buildings. This Project has been a long-standing priority for the City and County due to the impact on the surrounding residential community and the positive redevelopment potential for future reuse of the Property. Funding for the Project, in the maximum amount of \$307,000, shall be shared between City and County CDBG resources in minimum amounts stipulated below:

1. City of Pensacola CDBG Entitlement Funds: \$177,000 (this is in addition to the CDBG funds expended for the purchase of the Property).
2. Escambia County CDBG Entitlement Funds: \$130,000

Escambia County, through NEFI, and the City, through its Department of Housing, shall jointly implement the Project within Pensacola city limits and/or for the mutual benefit of City and County residents. Funds shall be used to address existing slum and blighting conditions resulting from the severely deteriorated buildings located on the Property.

EXHIBIT I includes a cost estimate for the Project that is subject to competitive bidding. Should the total cost of the Project based upon such bidding exceed the \$307,000 committed herein, the County and City reserve the right to proportionately adjust their shares to provide the total funding required. Such adjustment shall require mutual written approval of the County, by the County Administrator, and the City, by the Mayor.

b) CDBG Project Payment Processing:

Escambia County, through coordination with NEFI, shall issue all payments relating to the Project based upon clear and proper documentation of costs to be paid or reimbursed by Escambia County in support of the Project implemented within the City of Pensacola corporate limits or for the mutual benefit of City and County residents. Upon payment of eligible Project expenses by the City, the City shall submit a written reimbursement request to the County. Upon receipt, the County/NEFI will review the request and authorize reimbursement of the County's proportionate share of the costs to the City (based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division). The County's proportionate share of each payment shall be 44%, unless revised by mutual written approval of the County, by the County Administrator, and the City, by the Mayor. Payments will be processed through and subject to approval by the Clerk of the Circuit Court/Finance Division. The City shall be responsible for ensuring proper documentation of Project costs submitted for reimbursement.

c) CDBG Project Funding Limitations:

County funding provided through this Agreement is available solely from HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event HUD should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, the County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD.

SECTION 5. Administrative Authority.

Primary authority for administration and management of the Project shall primarily rest with the City and its authorized representatives. The County shall cooperate with the City with respect to the Project, but shall have final decision making authority regarding the expenditure of County CDBG funds provided under this Agreement.

SECTION 6. Program Records.

The City agrees to maintain all records and documentation related to and supportive of the Project. Further, any such records and necessary information that may be maintained by the City shall be readily available to Escambia County, its representatives or designated agent(s), Escambia County's external auditors, HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records

in a readily accessible location for a minimum of six (6) years, unless a longer retention term is required by Florida law, or unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City shall cooperate with Escambia County and HUD to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Charles R. "Randy" Oliver, County Administrator
Escambia County
P.O. Box 1591
Pensacola, Florida 32597
Phone: (850) 595-4798 FAX: (850) 595-4908

and in the case of the NEFI to:

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
Escambia County Community & Environment Department
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466 FAX: (850) 458-0464

and in the case of the City of Pensacola to:

Ashton J. Hayward, III, Mayor
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626 FAX: (850) 435-1611

and in the case of the Pensacola Housing Department to:

Marcie Whitaker, Assistant Director
Pensacola Housing Department
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 858-0350 FAX: (850) 595-0113

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **April 1, 2012**, and this Agreement shall continue for a minimum term of two (2) years from said date or until the Project is fully complete. Additionally, per Section 4(c) of this Agreement, the Agreement may be immediately terminated in the event HUD funds cease to be made available to the County to support the Project costs as described herein.

SECTION 10. Nepotism

The City and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in their performance under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). The City and County agree to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin.

c). The City and County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City and County agree to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under 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 courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, the prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida. BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____
Wilson B. Robertson, Chairman

BY: _____
Deputy Clerk

BCC Approved: March 15, 2012

(S E A L)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: HCF

Date: 2/10/12

**CITY OF PENSACOLA, a Municipal
corporation chartered in the State of Florida**

ATTEST:

Ericka L. Burnett, City Clerk

(SEAL)

By: _____
Ashton J. Hayward, III, Mayor

APPROVED AS TO CONTENT:

Marcie Whitaker, Housing Department

**LEGAL IN FORM AND VALID
AS DRAWN:**

City Attorney

EXHIBIT I

Brief Project Description And Project Cost Projection

Blount School Property Demolition/Clearance

The above referenced project was included in the Escambia Consortium FY2011/2012 Annual Action Plan and Consolidated Plan (Escambia County, Florida). As part of the activity to remove conditions of slum and blight from the Westside neighborhood, the project will include demolition of two vacant structures totaling approximately 87,434 square feet located on a single parcel encompassing approximately 2.6 acres. Demolition activities will be completed in accordance with all State and Federal regulations. The structures were formerly used as a school and private residence.

Project Cost Projection

Revenue:

City of Pensacola	\$177,000
Escambia County	\$130,000

Expenses:

Demolition/Clearance	\$307,000
----------------------	-----------

PUBLIC NOTICE
AMENDMENT TO ESCAMBIA CONSORTIUM FIVE YEAR (FY2005-2010)
CONSOLIDATED PLAN AND ANNUAL PLANS
FOR THE CITY OF PENSACOLA'S AND ESCAMBIA COUNTY'S
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The City of Pensacola and Escambia County are proposing an amendment to the Escambia Consortium Five Year (FY2005-2010) Consolidated Plan and the FY2005 through FY2010 Annual Plans. The proposed amendment will reallocate City funds from prior years completed projects/activities to a new activity: Westside Neighborhood and/or CRA Area-Removal of Slum and Blight/Housing Rehabilitation/ Public Facilities Improvements/Park Improvements. The activity will serve low and moderate income residents.

AMENDMENT TO THE CITY OF PENSACOLA'S
CDBG PROGRAM ANNUAL PLANS

Funding Proposal/Reallocation:

From: Urban Infill Enhancements		
Grant #B-06-MC-12-0016	\$ 16,209	
Grant #B-08-MC-12-0016	\$ 62,513	
Completed Projects (Temporary Relocation)		
Grant #B-05-MC-12-0016 thru Grant #B-08-MC-12-0016	\$100,000	
Completed Projects		
Grant #B-08-MC-12-0016	\$ 20,475	
Grant #B-09-MC-12-0016	\$ <u>23,516</u>	
Total Proposed for Reallocation of Funds		\$222,713
To: Westside Neighborhood and/or CRA Area-Removal of Slum and Blight/Housing Rehabilitation/Public Facilities Improvements/ Park Improvements		
Grant #B-10-MC-12-0016		\$222,713

In addition, subject to approval of the Board of County Commissioners, Escambia County is considering a reallocation of up to \$200,000 in available CDBG funds from current Slum/Blight and/or Neighborhood Improvement Projects/Activities to supplement funding for the new project as described above.

Comments or questions concerning these proposed amendments are invited and will be accepted through the 30 day public review and comment period beginning June 9, 2011 and extending through July 11, 2011, 6:00 PM, CDT. Written comments may be submitted to Ms. Pat Hubbard, Housing Director, City of Pensacola, P.O. Box 12910, Pensacola, Florida 32521, or verbally via telephone at 850.858.0350 (TDD #850.595.0102) or email at phubbard@ci.pensacola.fl.us

The City adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call 858-0350 (TDD 595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested service.

Ashton J. Hayward, III
Mayor



**COMBINED NOTICE
NOTICE OF FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT
AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

APPLICANT

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521
850.858.0350

January 26, 2012
Date

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Pensacola.

TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS:

On or about February 13, 2012, the City of Pensacola will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of federal Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, to undertake the following project:

**Westside Neighborhood Improvement-Removal of Slum and Blight
(FY11-12)**

\$177,000

Funds will be used for the removal of slum and blighted conditions, including environmental contamination issues and support remediation/demolition costs associated with vacant or abandoned properties located at 113 North "C" Street, Pensacola, Florida in conjunction with the Westside Neighborhood Community Redevelopment Plan. Reuse of the property will be determined subsequent to the demolition project, but may include housing, a park, or other uses that will support the redevelopment plan for the area. In addition, subject to approval of the Board of County Commissioners, Escambia County is considering an allocation of up to \$200,000 in available CDBG funds from current Slum/Blight and/or Neighborhood Improvement Projects/Activities to supplement funding for the new project as described above. Any additional project funding up to the referenced \$200,000 is encompassed within the Project description provided in this Notice.

FINDING OF NO SIGNIFICANT IMPACT (FONSI)

The City of Pensacola has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Pensacola Housing Department, 420 W. Chase Street, Pensacola, Florida, where the ERR can be examined, and may be copied upon request, between the hours of 7:00 A.M. to 6:00 P.M., Monday through Thursday, excluding holidays.

PUBLIC COMMENTS ON FONSI

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to the City of Pensacola, Department of Housing, P.O. Box 12910, Pensacola, FL 32521. All comments received by February 10, 2012, 5:00 P.M. CDT, will be considered by the City prior to authorizing submission of a request for release of funds. Comments should specify which "Notice" they are addressing.

RELEASE OF FUNDS

The City of Pensacola certifies to HUD that Ashton J. Hayward, in his capacity as Mayor of the City of Pensacola, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certifications satisfies its responsibilities under NEPA and related laws and authorizes and allows the City of Pensacola to use CDBG Program funds.

OBJECTION TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the City of Pensacola's certification for a period of fifteen (15) days following anticipated submission date or its actual receipt of the request, whichever is later, only if they are on one of the following bases: a) the certification was not executed by the Certifying Officer of the City of Pensacola; b) the City of Pensacola has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; c) the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or d) another federal agency acting pursuant to 40 CFR, Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedure (24 CFR Part 58) and shall be addressed to the

Field Environmental Officer, HUD-Miami Field Office, Brickell Plaza Federal Building, 909 SE First Avenue, Suite 500, Miami, FL 33131-3028. Potential objectors should contact HUD to verify the actual last day of the objection period.

Ashton J. Hayward, III, Mayor
City of Pensacola
P.O. Box 12910
Pensacola, FL 32521

EXHIBIT II

CERTIFICATION REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REGULATIONS (24 CFR PART 570);

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE FEDERAL CDBG PROGRAM REGULATIONS AS PROMULGATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). THIS EXHIBIT IS FOR REFERENCE ONLY. THE ENTIRETY OF THE CDBG REGULATIONS AT 24 CFR PART 570 AND/OR THE GOVERNING HUD RULES, ALL IMPLEMENTING PROVISIONS CITED IN SAID REGULATIONS OR RULES, AND ANY SUBSEQUENT AMENDMENTS TO THE REGULATIONS OR RULES, OR POLICY DIRECTIVES ISSUED BY HUD, MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 570 AND RELATED LAWS AND REGULATIONS IS AVAILABLE ON THE HUD WEBSITE AT WWW.HUD.GOV IN THE "HUD CLIPS" REFERENCE LIBRARY. ALL PARTIES TO THIS AGREEMENT ASSERT THAT RESPONSIBLE CDBG STAFF ARE FAMILIAR WITH THE REGULATIONS AND REQUIREMENTS ASSOCIATED WITH IMPLEMENTATION OF THE CDBG FINANCED PROJECTS CITED HEREIN AND ASSUME RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF PERTINENT ASPECTS OF THIS CONTRACT AFFIRMED BY THE CERTIFICATIONS AND ACKNOWLEDGEMENTS CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA**

Date: April 1, 2012

Grant Program Name: **CDBG Entitlement Program**

Grant Number: # **2010 & 2011 CDBG (planned)**

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: City of Pensacola
420 W. Chase Street
Pensacola, Florida 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED: _____

Certifying Officer
Ashton J. Hayward, III, Mayor
City of Pensacola

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

ESCAMBIA COUNTY, FLORIDA will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: ESCAMBIA COUNTY, FLORIDA

Date: April 1, 2012

Grant Program Name: CDBG Entitlement Program

Grant Number: # 2010 & 2011 CDBG (planned)

ESCAMBIA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32591
and
Neighborhood Enterprise Foundation, Inc.
3420 Barrancas Avenue
Pensacola, Florida 32507

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Four (4)

SIGNED: _____

Certifying Officer

Wilson B. Robertson, Chairman

Escambia County Board of County Commissioners

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: March 15, 2012

BY: _____

Deputy Clerk

(S EA L)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency

By Kristina Huel

Title AGC

Date 3/7/12

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Certifying Official
Ashton J. Hayward, III, Mayor
City of Pensacola

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Certifying Official
Wilson B. Robertson, Chairman
Escambia County Board of County Commissioners

BCC Approved: March 15, 2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: _____

Deputy Clerk

(S E A L)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency
By: [Signature]
Title: ACT
Date: 3/7/12

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: Ashton J. Hayward, III

Title: Mayor

Demolition/Clearance Phase: Blount School Property

(Project Name)

CDBG-Blount Demolition

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola (Housing)

420 W. Chase Street

Pensacola, Florida 32501

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: **Wilson B. Robertson**

Title: **Chairman**

BCC Approved: **March 15, 2012**

Firm/Agency: Escambia County, Florida

Street Address: 221 Palafox Place
Pensacola, Florida 32591

Demolition/Clearance Phase: Blount School Property

(Project Name)

CDBG-Blount Demolition

(Project Number)

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

BY: _____

Deputy Clerk

(S E A L)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency

By 

Title 9/11/12

Date 3/7/12

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REGULATIONS (24 CFR PART 570)

I/We hereby certify and affirm that Escambia County and the City of Pensacola have a complete copy of the current U. S. HUD CDBG Program Regulations (24 CFR Part 570), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement.

Additionally, I/We affirm have access to a complete copy of the HUD CDBG Compliance Manuals and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 570 and related regulations in this Exhibit.

City of Pensacola:

Escambia County:

By: _____

Ashton J. Hayward, III, Mayor
City of Pensacola

Date: _____

By: _____

Wilson B. Robertson, Chairman
Escambia County Board of County
Commissioners

Date: _____

BCC Approved: March 15, 2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: _____

Deputy Clerk

(S E A L)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency

By Kristin Huel

Title ACA

Date 3/7/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2240

County Administrator's Report 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Assistance to Firefighters Grant No. EMW-2011-FO-09461

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Assistance to Firefighters Grant Award, Grant No. EMW-2011-FO-09461 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Federal Emergency Management Agency (FEMA) Fiscal Year 2011 Assistance to Firefighters Grant Award, Grant Number EMW-2011-FO-09461, for the period January 27, 2012, through January 26, 2013, for the purchase of five 12-lead biphasic monitor/defibrillators for the Advanced Life Support (ALS) Engine Companies in the Escambia County Fire Rescue Division:

- A. Ratify the Assistance to Firefighters Grant (AFG) Application, electronically submitted September 23, 2011;
- B. Accept the Grant Award, in the amount of \$122,320, with a County match of \$30,580; and
- C. Authorize the Escambia County Fire Services Manager to electronically sign the FEMA Obligating Document for Award to accept the award through the AFG on-line system.

[Funding Source: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Pd]

BACKGROUND:

The Escambia County Fire Rescue Division has been approved for the FEMA FY 2011 Assistance to Firefighters Grant for purchase of five 12-lead biphasic monitor/defibrillators for the Advanced Life Support (ALS) Engine Companies in the Division. This will be a major improvement in the capabilities of the ALS units to provide life saving services to our citizens. The approved project costs total to \$152,900.00. The Federal share is \$122,320.00 (80%) of the approved amount. The County's match is \$30,580, which will be funded through Fund 143, Fire Protection, Cost Center 330206, Fire Dept Pd. The grant is managed through the AFG online system. For this reason no signature page is needed.

BUDGETARY IMPACT:

The grant is a matching grant with \$122,320.00 in Federal Funds to be identified in Fund 110, Other Grants and Projects, Cost Center TBD, Object code 56401 Machinery & Equipment, and \$30,580 in Fund 143, Fire Protection, Cost Center 330206, Fire Dept Pd, respectively.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement Articles document has been reviewed by Assitant County Attorney Kristin Hual and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Escambia County Fire Services Manager will submit the approval through the AFG online system.

Attachments

2011 AFG Program Application

AFG grant EMW-2011-FO-09461

Entire Application

Overview

***Did you attend one of the workshops conducted by DHS's regional fire program specialist?**

No, I have not attended workshop

***Was a workshop within 2 hours drive?**

Do Not Know

***Are you a member, or are you currently involved in the management, of the fire department or non-affiliated EMS organization applying for this grant with this application?**

Yes, I am a member/officer of this applicant

If you answered No, please **complete** the information below. If you answered Yes, please skip the Preparer Information section.

Fields marked with an * are required.

Preparer Information

* Preparer's Name

* Address 1

Address 2

* City

* State

* Zip

-
[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a Chief Officer or long time member of the organization who will see this grant through completion. Reminder: if this person changes at anytime during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with you.

Primary Point of Contact

* Title

Training Captain

Prefix (check one)

N/A

* First Name

Scott

Middle Initial

W

* Last Name

Hunsucker

* Business Phone (e.g. 123-456-7890)

850-471-6522 Ext.

* Home Phone (e.g. 123-456-7890)

850-450-1186 Ext.

Mobile Phone/Pager (e.g. 123-456-7890)

8504555409

Fax (e.g. 123-456-7890)

* Email (e.g. user@xyz.org)

swhunsuc@myescambia.com

Contact Information

Alternate Contact Information Number 1

* Title	Training Captain
Prefix	N/A
* First Name	Richard
Middle Initial	A
* Last Name	Hawkins
* Business Phone	850-471-6523 Ext.
* Home Phone	850-455-5409 Ext.
Mobile Phone/Pager	850-554-3458
Fax	850-475-5535
* Email	rick_hawkins@co.escambia.fl.us

Alternate Contact Information Number 2

* Title	Fire Coordinator
Prefix	Mr.
* First Name	John
Middle Initial	L
* Last Name	Sims
* Business Phone	850-475-5530 Ext.
* Home Phone	850-492-6287 Ext.
Mobile Phone/Pager	850-393-0828
Fax	850-475-5535
* Email	jlsims@co.escambia.fl.us

Applicant Information

EMW-2011-FO-09461

Originally submitted on 09/23/2011 by John Sims (Userid: John Sims)

Contact Information:

Address: 6575 North W Street
 City: Pensacola
 State: Florida
 Zip: 32505
 Day Phone: 8504755530
 Evening Phone: 8504926287
 Cell Phone: 8503930574
 Email: john_sims@co.escambia.fl.us

Application number is EMW-2011-FO-09461

* Organization Name	Escambia County Fire Rescue
* Type of Applicant	Fire Department/Fire District
* Type of Jurisdiction Served	County
If other, please enter the type of Jurisdiction	
* <u>Employer Identification Number</u>	59-6000598
* What is your organization's <u>DUNS Number</u> ?	075079673 (call 1-866-705-5711 to get a DUNS number)
Headquarters or Main Station Physical Address	
* Physical Address 1	6575 North "W" Street
Physical Address 2	
* City	Pensacola
* State	Florida
* Zip	32505 - 1715 Need help for ZIP+4?
Mailing Address	
* Mailing Address 1	6575 North "W" Street
Mailing Address 2	
* City	Pensacola
* State	Florida
* Zip	32505 - 1715 Need help for ZIP+4?
* Please describe all grants that you have received from DHS including any AFG grant received from DHS or FEMA, for example, 2002 AFG grant for vehicle or 2003 ODP grant for exercises. (Enter "N/A" if Not Applicable)	2008 SAFER grant to hire 12 firefighters 2007 SHSGP grant for sustainment & training of Hazmat team. 2008 SHSGP grant for sustainment & training of Hazmat team. 2009 SHSGP grant for sustainment & training of Hazmat team and Light Technical Rescue Team. 2010 SHSGP grant for sustainment & training of Hazmat team.
Account Information	
* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	063100277

*Your account number 898033991288

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

* If awarded the AFG grant, will your organization expend more than \$500,000 in Federal funds during your organization's fiscal year in which this AFG grant was awarded? No

* Is the applicant delinquent on any Federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Department Characteristics (Part I)

* Are you a member of a Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property?	No
* What kind of organization do you represent?	Combination
If you answered combination, above, what is the percentage of career members in your organization?	33 %
If you answered volunteer or combination or paid on-call, how many of your volunteer Firefighters are paid members from another career department?	15
* What type of community does your organization serve?	Suburban
* What is the square mileage of your first-due response area?	665
* What percentage of your response area is protected by hydrants?	40 %
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Escambia
* Does your organization protect critical infrastructure of the state?	Yes
* How much of your jurisdiction's land use is for agriculture, wild land, open space, or undeveloped properties?	69 %
* What percentage of your jurisdiction's land use is for commercial, industrial, or institutional purposes?	9 %
* What percentage of your jurisdiction's land is used for residential purposes?	22 %
* How many occupied structures (commercial, industrial, residential, or institutional) in your jurisdiction are more than three stories tall?	173
* What is the permanent resident population of your <u>Primary/First-Due Response Area or jurisdiction served?</u>	240228
* Do you have a seasonal increase in population?	Yes
* How many active firefighters does your department have who perform firefighting duties?	368
* How many ALS level trained members do you have in your department/organization?	18
* How many stations are operated by your organization?	20
* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?	Yes
* Do you currently report to the National Fire Incident Reporting System (NFIRS)?	Yes
If you answered yes above, please enter your <u>FDIN/FDID</u>	09023

* What percent of your active firefighters are trained to the level of Firefighter I? 55 %

* What percent of your active firefighters are trained to the level of Firefighter II? 40 %

If you answered less than 100% to either question above, are you requesting for training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds in this application, please describe in the text box to the right your training program and your plans to bring your membership up to Firefighter II.

Active Firefighter I training program underway three times a year in house, and Firefighter II prgram once a year. The next Firefighter I class starts September 19, 2011 The next Firefighter II class is scheduled to begin in Feburary, 2012. All new career personnel are Firefighter II when hired. With our volunteer station, we require all new volunteers to complete Firefighter I within 1 year of acceptance into the Department. Due to the constant change in membership on the volunteer side, we never achive 100% compliance with Firefighter I certification.

* What services does your organization provide?

Structural Fire Suppression
Wildland Fire Suppression

Basic Life Support
Advanced Life Support

Hazmat Technical Level

Formal/Year-Round Fire Prevention Program Rescue Technical Level

* Please describe your organization and/or community that you serve. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

The County of Escambia is located in Northwest Florida panhandle, bordered on the north by Escambia County, Alabama, Baldwin County to the west, Santa Rosa County to the east, and the Gulf of Mexico to the south. According to the U.S. Census Bureau, the county has a total area of 876 square miles, 662 square miles of it is land, and 213 square miles of it (24.35%) is water. The county includes two barrier islands which are Santa Rosa and Perdido Key. The Census placed the population at 302,939 in 2008 and is continually climbing with a predicted population of 325,300 by 2015. This figure shows a 6.8% projected growth in the next 5 years, with an average growth per year of 1227 per year for the last seven years or 2.3 % increase. Our County also has an influx each year of 3.7 million tourists to the area
The County generally presents with a mostly suburban type atmosphere, but in actuality, the make-up of the County is comprised of commercial / industrial / institutional in nature with three expanding hospital facilities and a large number of nursing home and ACLF facilities. Also included in this area are several correctional detention facilities, the County Road Prison, and the State Correctional Facility in Century (north end of the County). Escambia County also boasts the Cradle of Naval Aviation with the Pensacola Naval Air Station, Cory Field, Saufley Field, and multiple outlying fields.
Escambia County Fire Rescue provides 24 hour fire, technical rescue, hazardous material response, and surf rescue to the entire previously mentioned area as well as mutual aid to the surrounding counties. We also provide ALS coverage 24 hours a day to the two barrier islands as well as the south west area of the County; the fourth unit is 9 hour coverage Monday – Friday for the North end of the County. Additionally the department provides the State of Florida with Haz-Mat/WMD mass decontamination unit,

hazardous materials, and light technical rescue available to the Northwest Florida Panhandle, as well as any location requested by the State. Our members have one goal, which is to serve and protect the citizens of Escambia County with the highest standard of care.

Escambia County Fire Rescue is a combination career and volunteer Fire Department with the career Departments providing ALS First Response to the more outlying rural areas of the County. Currently the Escambia County Fire Rescue operates with 12 Paramedics and 49 EMT's taking calls for service from 12 stations. The Fire Rescue Division operates four (4) ALS equipped engines and eight (8) BLS equipped engines.

This area is served by three large hospitals that are each certified as a Florida Stroke Care Center, Chest Pain Center, and two are Level II Trauma Centers'. We aggressively train and upgrade our system and personnel to provide the best treatment for patients suffering from a cardiac episode. By continually keeping stride with the latest treatment protocols and interventions, we are able to provide rapid diagnosis and help provide the patient rapid access to Percutaneous Coronary Intervention (PCI), affecting a dramatic increase a patient's chance for survival.

Fire Department Characteristics (Part II)

	2010	2009	2008
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three years?	3	3	5
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three years?	72	29	11
* What is the total number of line of duty member fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three years?	11	83	4
* Over the last three years, what was your organization's average operating budget?		12240422	
* What percentage of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?		55 %	
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%			
Taxes?	98 %		
<u>EMS Billing?</u>	0 %		
Grants?	2 %		
Donations?	0 %		
Fund drives?	0 %		
<u>Fee for Service?</u>	0 %		
Other?	0 %		

If you entered a value into Other field (other than 0), please explain

We have over the past 10 years seen an increase of 13% or 10,029 citizens over the age of 65. The incidence of cardiac emergencies increases for those over 50. Although they are not the primary target for an increased incidence of heart attacks, and they do account for a large percentage of our ALS medical calls.

We are currently funded through MSBU Funds. The Municipal Service Benefit Unit [MSBU] Program provides property owners in unincorporated areas of Escambia County with a mechanism to acquire fire rescue services for their communities. The rate structure is based on residential, commercial (per sq ft), and undeveloped (by size of lot). Our collections for this year are only at 92% for the same time period one year ago. If available, we are allowed to utilize the MSBU Funds for the purchase of this type of equipment. Recently, we have had to make several major purchases (3 ladder trucks, 5 engines, 1 tanker, and 6 thermal imager cameras) for a total of \$4.5 million dollars; these funds have been heavily utilized. These purchases were necessitated due to the age

* Please describe your organization's need for Federal financial assistance. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

of the equipment and the failure of multiple thermal image cameras.

* How many vehicles does your organization have in each of the types or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Total Number of Front line Apparatus	Total Number of Reserve Apparatus	Total Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Quint (Aerial device of less than 76 feet), Type I or Type II Engine Urban Interface	34	4	152
Ambulances for transport and/or emergency response	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	8	0	16
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint (Aerial device of 76 feet or greater)	3	0	12
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	12	0	24
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	5	0	10
Other: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Other Vehicle	56	0	112

Department Call Volume

	2010	2009	2008
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)			
Working Structural Fires	588	564	332
False Alarms/Good Intent Calls	3511	2968	1679
Vehicle Fires	167	167	76
Vegetation Fires	210	150	97
EMS-BLS Response Calls	7339	7309	6298
EMS-ALS Response Calls	1295	1290	1111
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Vehicle Accidents w/o Extrication	1525	1327	637
Vehicle Extrications	71	62	36
Other Rescue	71	115	82
Hazardous Condition/Materials Calls	850	865	323
Service Calls	1282	1089	596
Other Calls and Incidents	2958	2555	1518
Total	19867	18461	12785

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

What is the total acreage of all vegetation fires?	186	212	108
----------------------------------------------------	-----	-----	-----

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

In a particular year, how many times does your organization receive mutual/automatic aid?	263	214	145
-------------------------------------------------------------------------------------------	-----	-----	-----

In a particular year, how many times does your organization provide mutual/automatic aid? (Please indicate the number of times your department provides or receives mutual aid. Do not include first-due responses claimed above.)	598	381	348
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----	-----	-----

Out of the mutual/automatic aid responses, how many were structure fires?	175	136	88
---------------------------------------------------------------------------	-----	-----	----

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application you will need to submit separate applications.

Program Name

Operations and Safety

2. Will this grant benefit more than one organization?

Yes

If you answered Yes to Question 2 above, please explain.

In 2009-10 Escambia County Fire Rescue responded to 7339 calls for service. Of these calls, 1295 were ALS calls requiring the use of a multi-parameter cardiac monitor. The monitors are utilized for more than just day to day medical response. We also utilize these for fire scene rehabilitation and various screenings. The requested monitors will be used daily for ALS operations. Protecting and saving lives is core to the mission of Escambia County Fire Rescue, this project will directly affect outcomes and efficiencies for nearly 100% of our 7339+ EMS runs per year. With the current programs available in the monitors as well as QI/QA software, the new units in conjunction with our reporting will allow for seamless tracking.

In an effort to be prudent in our request we upgraded the 12 lead units currently in service, but this unfortunately does not extend the service life.

AFG funding will allow us to provide better patient care for our response area and fire department personnel. The 12-lead ECG performed and transmitted from the field is vital in the early detection and prompt treatment of patients with acute myocardial infarction. The procedure takes five minutes or less to perform and, when transmitted or interpreted on scene or en route, has been shown to shorten time to in-hospital treatment by roughly 30 to 60 minutes. The receiving Emergency Department can prepare for immediate patient assessment and rapid treatment with thrombolytic therapy or percutaneous transluminal coronary angioplasty (PCTA). Patients may also benefit from triage and transport to the most appropriate facility. Documentation of transient or intermittent arrhythmias and other electrophysiologic events that occur in the pre hospital setting can assist in diagnosis and treatment decisions in the Emergency Department.

If we do not obtain financial assistance, we will likely have to drop advanced life support at any given Station should their monitor go out of service. Therefore, we will not be able to improve our efficiency, and patient care will not be at its optimum, the potential result being negative patient outcomes including patient demise.

3. Enter Grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

Request Details

The activities for program Operations and Safety are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	1	\$ 152,900	\$ 0
Modify Facilities	0	\$ 0	\$ 0
Personal Protective Equipment	0	\$ 0	\$ 0
Training	0	\$ 0	\$ 0
Wellness and Fitness Programs	0	\$ 0	\$ 0

* Total Funding for all EMS requested in this application \$152900 [View Details](#)

Grant-writing fee associated with the preparation of this request. \$0

Equipment

Equipment Details

1. What equipment will your organization purchase with this grant? **Other EMS/Rescue (explain)**
Please provide further description of the item selected above or if you selected Other above, please specify. **The monitor/defibrillator integrates Masimo Rainbow SET technology that monitors SpO2, Carbon Monoxide and Methemoglobin, includes a metronome to guide CPR compressions and ventilations and provides an option to escalate energy to 360J.**
2. Number of units: **5 (whole number only)**
3. Cost per unit: **\$ 30580 (whole dollar amounts only)**
4. Generally the equipment purchased under this grant program is:
The equipment will replace old, obsolete, or substandard equipment currently owned by your organization
- If you selected "replacing equipment" (from Q4) above, please specify the age of equipment in years. **Over 10 Years**
5. Generally the equipment purchased under this grant program is:
Will bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc.
Please explain how this equipment will bring the organization into voluntary compliance in the space provided to the right. **If approved for the grant monies, our intention is to purchase 5 (ea) new 12 lead capable units to replace five of the 15 year old units which have been pulled for end of service life, and take the five 10 year old 12 lead capable monitors and use for additional coverage and backups. This equipment will allow us to comply with NFPA standards 450,473 and 1584; 21 CFR 870.1025, 2880, 870.5300, ASTM F1651-92 and ASTM F1031-00.**
6. Does this equipment provide a health and safety benefit to the members of your organization? If yes, please fully explain in the narrative section. **Yes**
7. Will the item requested benefit other organizations or otherwise be available for use by other organizations? **Yes**
If you answered Yes in the question above, please explain: **The units will regularly be used in firefighter rehab and carbon monoxide monitoring of personnel on the scene at fire calls as well as all of the Special Operations and Haz Mat responses. With our current mutual/automatic aid plan we respond on a regular basis to any of the adjoining three counties and the Naval Facilities within Escambia County.**
8. Will this equipment be used for wildland firefighting purposes? **Yes**
9. Is your department trained in the proper use of the equipment being purchased with grant funds? **Yes**
If not, will you be asking for training funds for this purpose with this application or will you obtain the appropriate training through other sources? **No**

Firefighting Equipment - Narrative

* Section # 1 Project Description: In the space provided below include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc.? *3000 characters

After careful review of the AFG priorities and an in house risk assessment, the Escambia County Fire-Rescue has determined the equipment most vital to our daily advanced life support operations is the procurement of 5 (ea), industry standard, 12-lead cardiac monitor defibrillators.

Our medical director has recognized the importance of the use of 12-lead ECGs in the pre-hospital setting and has developed set written protocols for Fire Rescue to be ALS equipped and 12-lead capable. Our department has been compliant with the protocols for 10 years, but at this time we are lacking the funding necessary stay compliant. Our current cardiac equipment consists of 5 (ea) 12-lead cardiac monitors, (5) 3-lead cardiac monitors and (30) biphasic AED's. The (5) 3 lead monitor's are out of service life and have to be replaced this year. In addition, our 12 lead capable monitors are 10 years old and will soon reach the end of their service life.

The total project cost is approximately \$153,000. Escambia County Fire Rescue respectfully request \$122,400 in Aid from the Firefighters Grant for purchase of five (5) replacement 12 lead biphasic cardiac monitor / defibrillators. Escambia County commits to the 20% match required in the amount of \$30,600 to implement this project. This price is inclusive of all required cables, cuffs, chargers, cases and any necessary supplies. Escambia County Fire Rescue currently has all of their cardiac monitors and AED's on service contract. This covers all maintenance, batteries and annual checks to assure compliance. The cost of the project was derived from the national NASPO contract pricing. All manufacturers who could meet the specifications were considered, prices noted and then averaged for the approximate cost of the project.

Escambia County Fire Rescue personnel are trained in the use of 12-lead monitor/defibrillators. Upon receipt of the units a hands on training class will be held for all Escambia County Fire Rescue personnel. Should this grant request receive favorable reply refresher training will be held prior to implementation of the five units. With our close ties to Emergency Services, we utilize the same treatment protocols, attend the same in-services, and will require minimal education for our employees in order to implement the monitor defibrillators.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *3000 characters

If awarded, this grant will allow Escambia County Fire Rescue personnel to detect and treat cardiac issues quicker and more efficiently than with the outdated monitor/defibrillators currently in place. Thus, this will result in a lower death rate among our patients and will provide a higher quality of care. The implementation of this equipment on all ALS apparatus will provide consistent care from each responding apparatus. The 12 lead cardiac monitor/defibrillators will be utilized on at least 85% of our calls and most likely more as medical emergencies often accompany fire and technical rescue. The purchase of these units would allow us to continue to conform to medical protocol in the EMS system allowing for the use of 12 lead ECG's.

In 2010-2011 Escambia County Fire Rescue responded to 7339 medical calls for service. Of these calls, 1295 were ALS calls requiring the use of a multi-parameter cardiac monitor and 331 were in cardiac arrest. The monitors are utilized for more than just day to day medical response. We also utilize these for fire scene rehabilitation and various screenings. The requested monitors will be used daily for ALS operations. Protecting and saving lives is core to the mission of Escambia County Fire Rescue, this project will directly affect outcomes and efficiencies for nearly 100% of our 8,753+ medical runs per year. With the current programs available in the monitors as well as QI (quality improvement) and QA (quality assurance) software, the new units in conjunction with our reporting will allow for seamless tracking of patient care and outcome.

The pre hospital 12-lead ECG offers paramedics and emergency physicians significant advantages when evaluating patients who may be experiencing a cardiac episode. Additionally it not only provides a diagnostic quality ECG for use in the detection of AMI but also allows the knowledgeable paramedic to determine the area of myocardial injury, anticipate associated potential complications, and implement treatment strategies accordingly.

The 12-lead ECG performed and transmitted from the field is vital in the early detection and prompt treatment of patients with acute myocardial infarction. The procedure takes five minutes or less to perform and, when transmitted or interpreted on scene or en route, has been shown to shorten time to in-hospital treatment by roughly 30 to 60 minutes. The receiving Emergency Department can prepare for immediate patient assessment and rapid treatment with thrombolytic therapy or percutaneous transluminal coronary angioplasty (PCTA). Patients may also benefit from

triage and transport to the most appropriate facility. Documentation of transient or intermittent arrhythmias and other electrophysiologic events that occur in the pre hospital setting can assist in diagnosis and treatment decisions in the Emergency Department.

* Section # 3 Statement of Effect: How would this award affect the daily operations of your department (i.e., describe how frequently the equipment will be used or what the benefits will provide the personnel in your department)? How would this award affect your department's ability to protect lives and property in your community? *3000 characters

Our current 12 lead monitors have the ability to transmit 12 lead using telemetry but lack the ability to monitor non-invasive and continuous detection of carbon monoxide (SpCO) and the ability to monitor methemoglobin (SpMET), which together are very important diagnostic tools when evaluating and monitoring patients experiencing a cardiac episode and intubated patients in respiratory failure. The introduction of SpMET in the pre hospital setting allows our unit the capability to monitor our firefighters and those exposed to smokes byproducts.

In addition, this equipment purchase will directly impact firefighter safety. These units will regularly be used in firefighter rehab and carbon monoxide monitoring of personnel on the scene at fire calls as well as all of the Special Operations and Hz Mat disciplines. Firefighters entering the rehab sector can now be screened for CO exposure within seconds, significantly diminishing the potential for CO-related injury and long-term neurological and cardiac damage.

AFG funding will allow us to provide better patient care for our response area and fire department personnel. The cardiac monitor/defibrillator will be utilized on every medical response for vital monitoring. In order to provide the highest level of care available we need to implement current EMS technology. The Federal investment of \$152,903.00 will provide diagnostic evaluations and treatment to 70,000 patients on current call volume and lifespan of the equipment. Breaking down the cost of the initial investment per patient/responder use is \$2.18.

As mentioned above, our Department along with Escambia County EMS has the ability to track our patients and their outcome. This allows us to assure we are providing the fastest response utilizing priority dispatching, appropriate patient care with the most current equipment and protocols, and assure the best outcome for our patients

* Section # 4 In the space provided below include details regarding your organization's request not covered in any other section. *3000 characters

Escambia County Fire Rescue provides 24 hour fire, technical rescue, hazardous material response, and surf rescue to the entire previously mentioned area as well as mutual aid to the surrounding counties. We also provide ALS coverage 24 hours a day to the two barrier islands as well as the south west area of the County; the fourth unit is 9 hour coverage Monday – Friday for the North end of the County. Escambia County Fire Rescue's call volume has increased consistently over the last 5 years. Additionally the department provides the State of Florida with Haz-Mat/WMD mass decontamination unit, hazardous materials, and light technical rescue available to the Northwest Florida Panhandle, as well as any location requested by the State. Our members have one goal, which is to serve and protect the citizens of Escambia County with the highest standard of care.

Escambia County Fire Rescue is a combination career and volunteer Fire Department with the career Departments providing ALS First Response to the more outlying rural areas of the County. Currently the Escambia County Fire Rescue operates with 14 Paramedics and 49 EMT's taking calls for service from 12 stations. The Fire Rescue Division operates four (4) ALS equipped engines, two (2) ALS Staff vehicles manned by our PIO and Safety officer, and eight (8) BLS equipped engines.

We are currently funded through the Municipal Service Benefit Unit [MSBU] Program provides property owners in unincorporated areas of Escambia County with a mechanism to acquire fire rescue services for their communities. The rate structure is based on residential, commercial (per sq ft), and undeveloped (by size of lot). If available we are allowed to utilize the MSBU Funds for the purchase of this type of equipment. Recently, we have had to make several major purchases (4 ladder trucks, 5 engines, 1 tanker, refurbish 6 pumpers and 1 ladder truck, and 6 thermal imager cameras) for a total of \$6,600,000 . Due to unexpected costs with the ladder refurbishing, we exceeded our allotted budget for these projects. These purchases were necessitated due to the age of the equipment and the failure of multiple thermal image cameras.

Total Budget \$12,290,186
 Fuel and apparatus maintenance \$ 1,000,000
 Personnel \$ 6,575,735
 Uniforms & Bunker Gear \$ 300,000
 Equipment \$ 19,114

Volunteer Stipends \$ 860,000
 Training and Memberships \$ 32,000
 Operating Supplies \$ 767,000
 Utilities \$ 410,000
 Professional Services \$ 134,000
 Communications \$ 110,000
 Building Repair and Maintenance \$ 700,000
 Insurance \$ 410,488
 Office Supplies \$ 16,000
 Rentals/Leasing \$ 14,000

Other Misc costs/supplies * \$ 941,849

* Operating expenses include the following items: Travel/per diem, postage, printing, promotion, other current charges and obligations.

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 152,900
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0
Federal and Applicant Share	
Federal Share	\$ 122,320
Applicant Share	\$ 30,580
Federal Rate Sharing (%)	80/20
* <u>Non-Federal Resources</u> (The combined Non-Federal Resources must equal the Applicant Share of \$ 30,580)	
a. Applicant	\$ 30,580
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget **\$ 152,900**

Narrative Statement

For 2011, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by Scott Hunsucker on 09/14/2011

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

City	State	Zip	Action
------	-------	-----	--------

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **Scott Hunsucker** on 09/14/2011

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

This form is not applicable

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Assistance to Firefighters Grant

Date: 2/09/2012

Date due for placement on agenda: 2/29 for 3/15 BCC

Requested by John Sims

Phone Number: 475-5530

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kristin Hval

Date Received: 2/13/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEYS
OFFICE
2012 FEB 10 PM 2 34
RECEIVED

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. John Sims
Escambia County Fire Rescue
6575 North
Pensacola, Florida 32505-1715

Re: Grant No.EMW-2011-FO-09461

Dear Mr. Sims:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2011 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$152,900.00. The Federal share is 80 percent or \$122,320.00 of the approved amount and your share of the costs is 20 percent or \$30,580.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

A handwritten signature in cursive script that reads "Elizabeth M. Harman".

Elizabeth M. Harman
Assistant Administrator
Grant Programs Directorate

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: Escambia County Fire Rescue

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2011-FO-09461

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	FEMA Officials

Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2011 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2011 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **27-JAN-12 to 26-JAN-13**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$152,900.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$152,900.00

NEGOTIATION COMMENTS IF APPLICABLE

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist : Chanee Williams at Chanee.Williams@dhs.gov

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Assistance to Firefighters Grant Program guidance and application kit.

Article VIII - Financial Reporting

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Jane Early is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2011-FO-09461	2. AMENDMENT NO. 0	3. RECIPIENT NO. 59-6000598	4. TYPE OF ACTION AWARD	5. CONTROL NO. W482946N
6. RECIPIENT NAME AND ADDRESS Escambia County Fire Rescue 6575 North "W" Street Pensacola Florida, 32505-1715	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Jane Early	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER John Sims	PHONE NO. 8504755530	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 27-JAN-12	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:27-JAN-12 To:26-JAN-13 Budget Period From:31-OCT-11 To:30-SEP-12	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2012-M1-3007RG-10000000-4101-D	\$0.00	\$122,320.00	\$122,320.00	\$30,580.00
TOTALS			\$0.00	\$122,320.00	\$122,320.00	\$30,580.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Jane Early

DATE
19-JAN-12

[Go Back](#)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2209

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/15/2012

Issue: Microsoft "True Up" SQL Server Enterprise Purchase

From: David Musselwhite, IT Director

Organization: Information Technology

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Approval of the Purchase of Microsoft SQL Server Enterprise - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of Microsoft SQL Server Enterprise from SHI International Corp, in the amount of \$60,115.94, based on the piggyback Florida State Contract #255-001-01-01. The funds are available in the current budget, General Fund 001, Cost Center 270102, Object Code 56801.

BACKGROUND:

The Microsoft "True Up" is an annual review of Microsoft licenses under our Enterprise Agreement. This year due to the type and version of the products we're currently utilizing we had to upgrade to Microsoft SQL Server 2008 to meet the County's increased use of Geographic Information Systems (GIS) and the Public Works Work-Order system and hosting of various Tax Collector systems. This purchase for additional licenses will keep us in compliance with the current Microsoft Enterprise Agreement.

BUDGETARY IMPACT:

The funds are available in the current budget under General Fund 001, Cost Center 270102, Object Code 56801.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current Information Technology staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 199 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F. S. 255-20.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will be responsible for the implementation.

Attachments

SHI

Shawn,

Per your request please find the True Up for SQL Server with 2 years remaining. What is happening in your environment that is rec providing any service or other hardware solution discussions?

Tom



Pricing Proposal

Quotation #: 5160097

Description: MS True Up SQL Server Enterprise

Created On: Jan-25-2012

Valid Until: Feb-24-2012

County of Escambia FL

Shawn Fletcher

Phone: (850) 595-1678

Fax:

Email: spfletch@myescambia.com

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Microsoft SQL Server Enterprise Edition - License & software assurance - 1 processor - Campus, School, Enterprise, Select, SPLA, Select Plus - Wn - All Languages Microsoft - Part#: 810-03312	2	\$30,057.97	\$60,115.94
		Total:	\$60,115.94

Additional Comments

Retrieve your quote:

<https://www.shidirect.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.