

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.

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners

Regular Meeting – September 16, 2013 – 5:30 p.m.  
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Valentino.
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 two Proclamations:

A. The Proclamation proclaiming the month of October 2013 as "National Disabilities Awareness Month" in Escambia County and calling upon the citizens of Escambia County to observe this month with appropriate programs, activities, and ceremonies supporting this occasion; and

B. The Proclamation proclaiming the week of October 1 - 6, 2013, as a week to celebrate the 5th Annual Pensacola Beach Songwriters Festival and urging all citizens and visitors to join in the celebration.

7. Written Communication.

August 26, 2013 - Communication from Frank C. Bozeman, III, Quintairos, Prieto, Wood & Boyer, P.A., representing Synovus Bank, requesting that the Board release two Code Enforcement Liens attached to property located at 5263 Cartier Drive.

Recommendation: That the Board review and consider the lien relief request made by Frank C. Bozeman, III, attached against property located at 5263 Cartier Drive.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. 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 fall within 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.

Attorney Bozeman was made aware this property has an active and open special magistrate order against it.

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 amending Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

Recommendation: That the Board adopt an Ordinance amending Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, and creating Volume 1, Chapter 46, Division 3, Section 46-110, Local Preference in Bidding, establishing a local preference in the competitive sealed bid process, providing for inclusion in the Code, and providing for an effective date.

10. 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 and Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following two Reports prepared by the Clerk and Comptroller's Finance Department:

A. Tourist Development Tax Collections Data for the July 2013 returns received in the month of August 2013; this is the eleventh month of collections for Fiscal Year 2012-2013; total collected for the July 2013 returns was \$1,362,347.87; this is a 9.82% increase over the July 2012 returns; total collections year to date are 7.91% higher than the comparable time frame in Fiscal Year 2011- 2012; and

B. The Investment Report for the month ended August 31, 2013, as required by Ordinance Number 95-13.

2. Recommendation Concerning Write-Off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$360 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

3. 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. Approve the Minutes of the Regular Board Meeting held September 5, 2013; and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 5, 2013.



## **GROWTH MANAGEMENT REPORT**

### I. Consent Agenda

#### 1. Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

Thursday, October 3, 2013

**A.** 5:48 p.m. - A Public Hearing - Navy Federal Urban Service Area -  
USA-2013-01

**B.** 5:49 p.m. - A Public Hearing - Comprehensive Plan Family Conveyance -  
CPA-2013-02

**C.** 5:50 p.m. - A Public Hearing - LDC Ordinance - Family Conveyance

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 20, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the August 20, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

2. Recommendation Concerning the County Administrator's Appointee to the Escambia County Mass Transit Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning the County Administrator's appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

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

B. Reappoint Mary Bo Robinson for another four-year term, effective October 1, 2013, through September 30, 2017.

3. Recommendation Concerning the Request for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Request for Disposition of Property Form for the Solid Waste Management Department for property, which is described and listed on the Disposition Form, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that the items be auctioned as surplus or properly disposed of.

4. Recommendation Concerning the Request for Disposition of Property for Trial Court Administration - Will Moore, Trial Court Administration's Administrative Services Manager

That the Board approve the Request for Disposition of Property Form for Trial Court Administration for property described and listed on the Disposition Form. Property numbers included are as follows: 49378, 49380, 49381, and 49980.

5. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the two Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

6. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, Phd, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County and declare surplus and authorize the disposition of all the assets described in the listing provided. All of the assets listed are County assets held and utilized by the Florida Department of Health in Escambia County and have been found to be of no further usefulness to the County. It is requested that the items be auctioned as surplus or properly disposed of.

7. Recommendation Concerning Escambia County Commission Official Status as Community Transportation Coordinator - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Escambia County Commission requesting that the Florida Commission for the Transportation Disadvantaged (CTD) officially establish the Escambia County Commission as the Community Transportation Coordinator (CTC) for Escambia County:

A. Authorize the Chairman to send a Letter of Request to the Florida-Alabama Transportation Planning Organization (TPO) Chairman, asking that the Escambia County Commission be officially established as the CTC for Escambia County beginning July 1, 2014, through June 30, 2019, and asking that this issue be placed on the next TPO Agenda;

B. Authorize Transportation and Traffic Operations staff to pursue this action, once the former action has been concluded including, but not limited to, obtaining Letters of Endorsement from the Escambia County Transportation Disadvantaged Coordinating Board and from the TPO, meeting with the TPO, and drafting a Request for Proposal for an operator of the CTC (Medicaid and non-sponsored) service; and

C. Authorize Transportation and Traffic Operations staff to bring these documents and any other documents related to this Project to the Board for approval at a future date, in order to complete the requirements for the Board to be recognized as the CTC, in accordance with Chapter 427, Florida

Statutes.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 11 Aster Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 11 Aster Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Caramia Rosado, the owner of residential property located at 11 Aster Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,207, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 209 Henry Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 209 Henry Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daniel J. Hammer, the owner of residential property located at 209 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 302 Jamison Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 302 Jamison Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and C. Jane Knowles, the owner of residential property located at 302 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,200, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 803 Rue Max Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 803 Rue Max Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and James G. Cantrell, the owner of residential property located at 803 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,365, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

5. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3306 West La Rua Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 3306 West La Rua Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kent D. Lowman, the owner of residential property located at 3306 West La Rua Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$2,245 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, to replace the roof; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

6. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 300 1/2 Jamison Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 300 1/2 Jamison Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Karen M. Lynn, the owner of residential property located at 300 1/2 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,150 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to connect to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

7. Recommendation Concerning the 2013/2014 Fiscal Year Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2013/2014 Fiscal Year Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the REAP Agreement with the COA, in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2013/2014 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and any related documents necessary to implement the Project.

[Funding: Fund 129, CDBG, Cost Center to be assigned]

8. Recommendation Concerning Approval of Agreements with Independent Contractors Providing Chaplain Services at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with independent contractors providing chaplain services at the Escambia County Jail:

A. Approve the following Agreements for Chaplain Services:

1. Agreement for Chaplain Services with Abiding Faith Ministries, Inc.; and

2. Agreement for Chaplain Services with New Vision Worship Center of Northwest Florida, Inc.; and

B. Authorize the Interim County Administrator to sign the Agreements.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

9. Recommendation Concerning Approval of the 2013/2014 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2013/2014 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the 2013/2014 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), providing a total of \$18,000 for the 2013/2014 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all documents required to implement the Agreement.

[Funding: Fund 129, CDBG, Cost Center to be assigned]

10. Recommendation Concerning Approval of Agreements with Independent Contractors Providing Physician Services in Excess of \$50,000 for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with Independent Contractors providing physician services in excess of \$50,000 for the Escambia County Jail:

A. Approve the Agreement for Physician Services with George A. Smith, M.D.;

B. Approve the Agreement for Obstetrics and Gynecological Services with Kurt D. Jones, M.D., P.A.; and

C. Authorize the Interim County Administrator to sign the Agreements.

[Funding: General Fund, Fund 001, Medical, Cost Center 290402]



11. Recommendation Concerning Approval of the 2013/2014 Home Investments Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning implementation of the 2013 Home Investment Partnerships Act (HOME) Program Grant (#M-13-DC-12-0225):

A. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with the City of Pensacola, providing for the utilization of \$216,113 in 2013 HOME funds, to support approved Substantial Housing Rehabilitation/Reconstruction assistance and related project management activities within the City of Pensacola, with an effective date of October 1, 2013;

B. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with Santa Rosa County, providing for the utilization of \$158,425 in 2013 HOME funds, to support approved home buyer assistance and related project management activities within Santa Rosa County, with an effective date of October 1, 2013; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147, HOME, Cost Center to be assigned]

12. Recommendation Concerning the Write-Off of Unrecoverable Pre-Funded Flexible Savings Account Debit Cards Paid to EBS Atlanta as Uncollectable - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt and authorize the Chairman to sign a Resolution authorizing the write-off of \$4,550.29 paid to EBS Atlanta in Fiscal Year 2012 to pre-fund Flexible Spending Account debit cards for employees. EBS Atlanta has undergone bankruptcy proceedings, and significant efforts to recover the funds have been unsuccessful.

13. Recommendation Concerning Group Life Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Life & AD&D Insurance (PD 12-13.057):

A. Award a Contract to Cigna Life Insurance Company for Group Life and AD&D Insurance, PD 12-13.057, to provide the following:

1. An annual premium amount estimated to be \$350,172, per Fiscal Year, based on current enrollment, for all eligible employees and retirees, effective October 1, 2013, for a period of 36 months; and

2. All eligible employees will receive \$40,000 life and AD&D insurance, and all eligible employees that do not elect the County's group health insurance will receive an additional \$10,000 of life and AD&D insurance. Retirees will receive \$5,000 of life insurance paid by the County. Employees will have the option to purchase additional supplemental life insurance for themselves and their family members; and

B. Authorize the Interim County Administrator to sign a Cigna Life Insurance Application for Group Life Insurance. (The Application for Group Life Insurance will be drafted upon approval of this Board action.)

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150110, Object Code 54501]

14. Recommendation Concerning a Change Order to Blue Cross and Blue Shield of Florida, Inc., to Provide the County's Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Blue Cross and Blue Shield of Florida, Inc., to provide the County's Group Medical Insurance:

Department:	Human Resources
Type:	Addition
Amount:	\$300,000
Vendor:	Blue Cross and Blue Shield of Florida, Inc.
Project Name:	County's Group Medical Insurance
Contract:	PD 08-09.402
PO#:	130496
CO#:	2
Original Award Amount:	\$13,360,000
Cumulative Amount of Change Orders Through this CO#2:	\$1,600,000
New Contract Total:	\$14,960,000

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

15. Recommendation Concerning Fiscal Year 2013/2014 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2013/2014.

16. Recommendation Concerning an Upgrade to the County's E-911 System - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning an upgrade to the County's E-911 System:

A. Authorize the upgrade of the County's E-911 System to Cassidian Vesta 4 to ensure the integrity of the E-911 System for at least the next five years, using funding from E-911 Operations Fund (145) Reserves, in the amount of \$692,287.73, including first year's maintenance;

B. Approve a five-year Agreement (three-year initial term, with two one-year renewal options) with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorize the Chairman to sign the Agreement, pending Legal sign-off; and

C. Upon execution of the Agreement by the Chairman, authorize issuance of a Purchase Order(s) to AT&T, in the amount of \$692,287.73, to initiate the Project.

17. Recommendation Concerning Supplemental Budget Amendment #253 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #253, General Fund (001) and Other Grants and Projects Fund (110) in the amount of \$4,984, to recognize a transfer of Grant match funding, and to appropriate these funds for the Federal Elections Activity Grant with the Escambia County Supervisor of Elections (SOE) Office.

18. Recommendation Concerning Budget Amendment #257 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #257, Sheriff's Department, General Fund (001), in the amount of \$1,600,000 to cover end of year personnel and operating expenses in the Detention Budget. Funds are being moved from the existing Law Enforcement (LE) Budget. No additional funds are being added to the Sheriffs' total Fiscal Year 2012-2013 Adopted Budget.

19. Recommendation Concerning Elevator Maintenance/Services for Various Facilities in Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 12-13.056, Elevator Maintenance/Services for Various Facilities, Escambia County, to Panhandle Elevators DBA Panhandle-Humbaugh Elevators, for 36 months, effective October 1, 2013, with 2 options to extend for 12-month periods, for a total term not to exceed 60 months, for providing maintenance and repairs, as required, for an annual amount not to exceed the annual budgeted amount of \$88,660.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601, \$81,500; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601, \$3,200; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601, \$3,960]

20. Recommendation Concerning an Interfund Loan for the Deerfield Estates Sewage and Lift Station Improvements MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning an interfund loan for the Deerfield Estates Sewage and Lift Station Improvements Municipal Services Benefit Unit (MSBU):

A. Approve an interfund loan from the Local Option Sales Tax III Fund (352) to the MSBU Assessment Program Fund (177) in an amount not to exceed \$501,488, to pay costs associated with improving the Deerfield Estates Sewage and Lift Station. The interfund loan will have a maximum repayment schedule of 20 years and be repaid from MSBU assessments; and

B. Adopt the Resolution approving Supplemental Budget Amendment #250, MSBU Assessment Program Fund (177), in the amount of \$501,488, to recognize the proceeds of the interfund loan, and to appropriate these funds for the Deerfield Estates Sewage and Lift Station Improvements.

21. Recommendation Concerning the Lease Agreements with the City of Pensacola for the Tryon Branch Library and Downtown Main Library - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Lease Agreements with the City of Pensacola for the Downtown Main and Tryon Branch Libraries:

A. Approve the following two Lease Agreements between the City of Pensacola and Escambia County:

1. Lease Agreement for Downtown Main Library; and
2. Lease Agreement for Tryon Branch Library; and

B. Authorize the Chairman to sign the Lease Agreements.

22. Recommendation Concerning the Approval of Purchase Orders in Excess of \$50,000 for Fiscal Year 2013-2014 for the Escambia County Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal Year 2013-2014, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the operation of the Escambia County Jail; the issuance of these Purchase Orders in October 2013 is necessary to ensure continuity of services as required for daily operations.

Service Provider	Estimated Annual Expenditures by Service Type
Diamond Pharmacy Services Pharmaceuticals	\$773,000
Sacred Heart Health Laboratory Services Lab Testing	\$83,000
Sacred Heart Hospital In-Patient Care	\$250,000
Sacred Heart Medical Emergency Care	\$100,000
Tech Care XRay, LLC Xray services	\$65,000
Henry Schein, Inc. Medical Supplies	\$85,000

[Funding: Fund 001, General Fund, Cost Center 290402, Medical]

23. Recommendation Concerning the Issuance of Purchase Orders in Excess of \$50,000 for the Community Affairs Department for Fiscal Year 2013-2014 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Community Affairs Department, for Fiscal Year 2013-2014, as follows:

<u>Vendor</u>	<u>Amount</u>	<u>Contract Number</u>
Merritt Veterinary Supply	\$100,000	N/A
Vendor Number: 133193		
Animal Care, Medication, Medical Supplies, and Equipment		
Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted Fund		
Cost Center: Animal Services Administration 320501, and Kennel Sponsorships 320503		

[Funding Source: Funding is available in the specified Cost Center(s) for each Purchase Order(s).]

24. Recommendation Concerning the Tenth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Tenth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between Escambia County Board of County Commissioners and Disabled American Veterans Department of Florida, Incorporated (DAV), extending Contract provisions for the period of October 1, 2013, through September 30, 2014, in the amount of \$15,000.

[Funding Source: General Fund, Fund 001, Public Social Services, Cost Center 320202 - \$15,000]

25. Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2013-2014, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2013 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

26. Recommendation Concerning a Preliminary Engineering Agreement for the Ten Mile Roadway and Drainage Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Preliminary Engineering Agreement between CSX Transportation, Inc. (CSXT), and Escambia County Board of County Commissioners (BCC), for the Ten Mile Roadway and Drainage Improvements Project:

A. Approve the Preliminary Engineering Agreement between CSXT and the BCC, for CSXT to design signal crossing improvements on Ten Mile Road, and for reimbursable expenses for the design as part of the Ten Mile Roadway and Drainage Improvements Project;

B. Allocate \$35,640 for the reimbursable expenses to CSXT for the design;

C. Authorize the County Engineer to sign the Agreement; and

D. Designate the County Engineer as administrator over the Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2485]



27. Recommendation Concerning the Public Transportation Supplemental Joint Participation Agreement Number 3, Providing Fiscal Year 2013/2014 Funding to Escambia County Area Transit for the Urban Corridor Project on Davis Highway – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Supplemental Joint Participation Agreement (JPA) Number 3, Financial Project Number 422260184, providing Fiscal Year 2013/2014 Funding to Escambia County Area Transit (ECAT) for the Urban Corridor Project on Davis Highway:

A. Approve the Supplemental JPA Number 3, Financial Project Number 422260184, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$1,832,534, for Fiscal Year 2013/2014 funding to ECAT for the Urban Corridor Project on Davis Highway;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including Notifications of Funding, without further action of the Board.

With the Davis Highway north/south corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the Urban Area Corridor Project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in Fiscal Year 2013/2014. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funds are budgeted in Fund 104, "Mass Transit"]

28. Recommendation Concerning Supplemental Budget Amendment #263 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #263, Mass Transit Fund (104) in the amount of \$2,527,897 and Federal Transit Administration (FTA) Capital Projects Fund (320) in the amount of \$481,005, to recognize proceeds from the FTA, and to appropriate these funds to be used for various mass transit capital projects and operations associated with the Escambia County Area Transit System (ECAT).

29. Recommendation Concerning the General Paving and Drainage Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action on Contract PD 10-11.065, "General Paving and Drainage Pricing Agreement":

A. Approve the final 12-month extension, effective October 1, 2013, on the Unit Price Contract PD 10-11.065, to each of the following list of contractors, accepting those price changes (increases/decreases), as indicated and provided:

1. APAC Mid-South, Inc. - Unit Price changes requested;
2. Gulf Atlantic Constructors, Inc. - No Unit Price changes requested;
3. Heaton Brothers Construction Co., Inc. - No Unit Price changes requested;
4. Panhandle Grading and Paving, Inc. - Unit Price changes requested;
5. Roads, Inc., of NWF - Unit Price changes requested; and
6. Utility Services Co., Inc. - No Unit Price changes requested;

B. Authorize the subject Contract for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items, as defined, within the Special Terms and Conditions of the Solicitation, to determine the lowest bid for a Project; and

C. Authorize the issuance of Individual or Blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances, during Fiscal Year 2013-2014.

[Funding Source: Various Funds, Cost Centers, and Project Numbers]

30. Recommendation Concerning the Resolution Approving the Escambia Health Facilities Authority Health Care Bonds - Richard Lott, Partner, McGuireWoods, LLP

That the Board adopt, and authorize the Chairman to execute, the Resolution approving for federal income tax purposes the allocation of certain disposition proceeds from the sale substantially of all the assets of The Baptist Manor, Inc. (the "Manor"), a wholly owned subsidiary of Baptist Health Care Corporation ("Baptist Health Care"). Certain improvements to the Manor facilities were refinanced with proceeds of the outstanding Escambia County Health Facilities Authority (the "Authority") Health Care Facilities Revenue Bonds (Baptist Hospital, Inc., Project) Series 2010A (the "Bonds"). The Bonds were not issued by the County and will not obligate the credit of the County or pose any obligation or liability for the County.

31. Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 - David Musselwhite, Information Technology Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

32. Recommendation Concerning Approval of the Program Participation Agreement with Pathways for Change, Inc., and Escambia County Board of County Commissioners - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation and Escambia County, Florida, a political subdivision of the State of Florida (County):

A. Approve the Agreement; and

B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2013/2014 up to \$140,000 (the "County Contribution") to the Program. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full-time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include the following: cell phones, travel and training for Program staff, miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations, Program curriculum, night monitors, aftercare services, and transitional housing.

[Funding Source: General Fund, Fund 001, Cost Center 110201, Object Code58208]

33. Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2013-2014 for Various Divisions of the Corrections Department- Gordon C.Pike, Corrections Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department.

### III. For Discussion

1. Recommendation Concerning the BCC Representative to the Merit System Protection Board - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the reappointment/appointment of the Board of County Commissioners' (BCC) Representative to the Merit System Protection Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Sharon McHarris, for a two-year term, effective October 1, 2013, through September 30, 2013;

**OR**

B. Appoint Bill Gahlenbeck for a two-year term, effective October 1, 2013, through September 30, 2015.

2. Recommendation Concerning the Renewal of an Agreement with Pensacola Bay Transportation Company, LLC, to Provide Paratransit Transportation Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve an extension of the Agreement to Provide Paratransit Transportation Services between Escambia County and Pensacola Bay Transportation Company, LLC, effective October 1, 2013, through December 31, 2013, to provide ADA (Americans with Disabilities Act of 1990) complimentary paratransit service to individuals with disabilities, as required by the Americans with Disabilities Act and State Service Plans.

[Funding for the Agreement is from Fund 104, Mass Transit, and is included in the Escambia County Area Transit (ECAT) Fiscal Year 2013-2014 Budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal and State funding sources, such as the Federal Transit Administration and Florida Department of Transportation]

3. Recommendation Concerning the Reallocating of Funding Among Projects Within the Local Option Sales Tax Fund (352) - Keith Wilkins, Community & Environment Department Director

That the Board reallocate \$388,500 from the Parks and Recreation Land Acquisition Project (12PR1688) to the Natural Resources/Community Redevelopment Perdido Key Beach Access Project (12NE1712) within the Local Options Sales Tax Fund (352) to fund the local match required on a \$3,100,000 Grant from the U.S. Fish and Wildlife Service, to enhance access to the Gulf of Mexico on Perdido Key.

## **COUNTY ATTORNEY'S REPORT**

### I. For Action

#### 1. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Joseph Boutwell

That the Board approves payment to former Sherriff's Office employee Joseph Boutwell in the amount of \$266,112.48, inclusive of all outstanding attorney's fees and costs. An excess workers compensation insurance carrier will reimburse Escambia County for 100.0% of the settlement amount.

11. Items added to the agenda.
12. Announcements.
13. Adjournment.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4931

Proclamations 6.

#### BCC Regular Meeting

**Meeting Date:** 09/16/2013

**Issue:** Adoption of Proclamations

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation proclaiming the month of October 2013 as "National Disabilities Awareness Month" in Escambia County and calling upon the citizens of Escambia County to observe this month with appropriate programs, activities, and ceremonies supporting this occasion; and

B. The Proclamation proclaiming the week of October 1 - 6, 2013, as a week to celebrate the 5th Annual Pensacola Beach Songwriters Festival and urging all citizens and visitors to join in the celebration.

#### **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

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**Attachments**

Proclamations

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## **PROCLAMATION**

**WHEREAS**, October is "National Disabilities Awareness Month" in the United States of America; and

**WHEREAS**, the State of Florida is the fourth-largest state in the United States of America with a population of more than 19 million. There are 303,000 citizens residing in Escambia County; and

**WHEREAS**, approximately 24 percent of people living in Escambia County have one or more disabilities. There are approximately 72,000 disabled people living in Escambia County; and

**WHEREAS**, in spite of many laws, efforts of governments, private employers, and individuals, the unemployment rate for persons with disabilities remains high when compared to that of persons without a disability; and

**WHEREAS**, June 1 through November 30 of each year is hurricane season, and these storms pose a special threat to the safety and well-being of persons with disabilities; and

**WHEREAS**, our goal has been to eliminate barriers to persons with disabilities obtaining meaningful employment and assuring that adequate preparations have been made for their care in times of emergency; and

**WHEREAS**, we should recognize that members of participating organizations have worked tirelessly to bring to fruition adequate plans and measures to assure that Federal, State, and local governments, as well as other organizations, are prepared to assist Florida's citizens with disabilities in times of emergency and crisis.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the month of October 2013 as

### **"NATIONAL DISABILITIES AWARENESS MONTH"**

in Escambia County and calls upon the citizens of Escambia County to observe this month with appropriate programs, activities, and ceremonies supporting this occasion.

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

---

*Gene M. Valentino, Chairman, District Two*

*Lumon J. May, Vice Chairman  
District Three*

*Wilson B. Robertson, District One*

*Grover C. Robinson, IV, District Four*

*Steven L. Barry, District Five*

**ATTEST: Pam Childers  
Clerk of the Circuit Court**

---

*Deputy Clerk*

**Adopted: September 16, 2013**

## **PROCLAMATION**

**WHEREAS**, in 2009, Mr. James Pasquales and Ms. Reneda Cross founded the Pensacola Beach Songwriters Festival to foster and encourage "off-season" tourism to Pensacola Beach and promote songwriters of various music genres; and

**WHEREAS**, the Songwriters Festival is now recognized internationally and has grown from a weekend event in 2009 to a week-long event; and

**WHEREAS**, festivals are known to center around and celebrate unique aspects of a community and to encourage citizens and tourists to celebrate the diverse history and culture of the region in a festive atmosphere; and

**WHEREAS**, the Escambia County community embraces this celebration and welcomes participants to enjoy the hospitality of our region; and

**WHEREAS**, the 5th Annual Pensacola Beach Songwriters Festival will held on Pensacola Beach on October 1 – 6, 2013; and

**WHEREAS**, this event provides a variety of live, original, singer/songwriter concerts that showcase the creative musical talent, diversity, and inspiration of the singer/songwriters and will allow all participants to share in the excitement of music.

**NOW, THEREFORE BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, proclaims the week of October 1 – 6, 2013, as a week to celebrate the 5th Annual Pensacola Beach Songwriters Festival and urges all citizens and visitors to join in the celebration.

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

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*Gene M. Valentino, Chairman, District Two*

*Lumon J. May, Vice Chairman  
District Three*

*Wilson B. Robertson, District One*

*Grover C. Robinson, IV, District Four*

*Steven L. Barry, District Five*

**ATTEST: Pam Childers  
Clerk of the Circuit Court**

---

*Deputy Clerk*

**Adopted: September 16, 2013**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4909

Written Communication 7.

#### BCC Regular Meeting

**Meeting Date:** 09/16/2013

**Issue:** Environmental Enforcement Lien Forgiveness Request 5263 Cartier Drive

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

---

#### **RECOMMENDATION:**

August 26, 2013 - Communication from Frank C. Bozeman, III, Quintairos, Prieto, Wood & Boyer, P.A., representing Synovus Bank, requesting that the Board release two Code Enforcement Liens attached to property located at 5263 Cartier Drive.

Recommendation: That the Board review and consider the lien relief request made by Frank C. Bozeman, III, attached against property located at 5263 Cartier Drive.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. 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 fall within 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.

Attorney Bozeman was made aware this property has an active and open special magistrate order against it.

#### **BACKGROUND:**

CE090402211 (Lien 1)

April 15, 2009 The Office of Environmental Enforcement received complaint for overgrowth. Officer investigated complaint and observed overgrowth. Notice of Violation was posted at property and mailed to owner both regular and certified mail. Notice sent regular mail returned marked "Attempted not known". Certified notice was received by owner.

May 07, 2009 and May 21, 2009 Officer reinspected the property and observed violations remained.

September 4, 2009 A pre-bid inspection was conducted and violations remain.

On October 30, 2009 Escambia County abated violations in the amount of \$443.50.

CE120500379 (Lien 2)

May 31, 2012 The Office of Environmental Enforcement received call for overgrowth, nuisance condition and unsafe structure. Officer investigated the complaint and observed violations. Notice of Violation was mailed to the owner both regular and certified mail as well as posted property with copy of notice. Notice sent regular mail returned marked "Attempted not known". Certified notice was received by owner.

June 21, 2012 Re-inspection was conducted and officer observed violations remained.

Officer reinspected property again and violations remained. Officer requested Special Magistrate hearing.

Notice of hearing sent to owner both regular and certified mail. Notice sent regular mail returned.

October 16, 2012 Hearing held. County was awarded court cost in the amount of \$1,100.00. Daily fine of \$200.00 per day awarded with a deadline of November 15, 2012 to comply.

Copy of owner mailed to owner.

November 14, 2012 Officer conducted his follow up and violation remained.

November 15, 2012 Non-compliance letter mailed to owner both regular and certified mail.

THIS CASE HAS AN OPEN AND ACTIVE SPECIAL MAGISTRATE ORDER.

**BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement lien: (Lien 1)

Cost

A. Administrative Cost: \$18.50

B. Abatement Cost: 425.00

TOTAL \$443.50

The itemized costs shown in the code enforcement lien: (Lien 2)

Cost

A. Administrative Cost: \$1,100.00

B. Daily fines (11/15/12 - on going \$200.00 per day) ?

TOTAL ?

**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

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**Attachments**

5263 Cartier Drive

5263 Cartier Drive

5263 Cartier Drive

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## 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: 5263 Cartier Drive  
Property Owner: Inventive Renovations LLC  
Original Complaint: Overgrowth  
EE Case #: CE090402211

04/15/09 Received complaint for overgrowth. Officer investigated complaint and observed overgrowth. Notice of Violation was posted at property and sent to owner both regular and certified mail. Notice sent regular mail returned marked "Attempted not known". Certified noticed was received by owner.

05/07/09 Officer reinspected property and observed violations remained.

05/21/09 Officer reinspected property and observed violations remained. Referred to Summary Abatement.

09/04/09 Pre-bid conducted. Violations remain.

10/30/09 Violations abated by the county in the amount of \$443.50.

### Lien Amount

Administration Cost	\$18.50
Abatement Cost	<u>\$425.00</u>
<b>TOTAL</b>	<b>\$443.50</b>

This does not include interest.





## 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:** 5263 Cartier Drive  
**Property Owner:** Inventive Renovations LLC  
**Original Complaint:** Overgrowth, Nuisance Condition and Unsafe Structure  
**EE Case #:** CE120500379

**05/31/12** Received complaint for overgrowth, nuisance conditions and unsafe structure. Officer investigated complaint and observed violations. Notice of Violation was posted at property and sent to owner both regular and certified mail. Notice sent regular mail returned marked "Attempted not known". Certified noticed was received by owner.

**06/21/12** Officer reinspected property and observed violations remained. Requested title search.

**07/27/12** Officer reinspected property and observed violations remained. Requested Special Magistrate hearing.

**10/01/12** Notice for hearing sent both regular and certified mail. Notice sent regular mail returned.

**10/16/12** Hearing held. County was awarded court cost in the amount of \$1,100.00. A daily fine of \$200.00 per day was ordered with a deadline of November 15, 2012 to comply.

**10/22/12** Copy of order mailed to owner.

**11/14/12** Reinspection was conducted and violations remain.

**11/15/12** Non-compliance letter was sent to owner both regular and certified mail.

### Lien Amount

Administration Cost	\$1,100.00
Daily Fines (11/15/12- on going \$200.00 per day)	?
<b>TOTAL</b>	<b>?</b>

This is an open and active order.

## Sandra F Slay

---

**From:** Faith H. Woods [fwoods@qpwbaw.com]  
**Sent:** Monday, August 26, 2013 3:41 PM  
**To:** Sandra F Slay  
**Subject:** 5263 Cartier  
**Attachments:** 5263 Cartier Drive.pdf

Sandra,

Attached is the letter where as we are asking that the Order recorded October 25, 2013 (Case No: CE 12-05-00379) be released from the public records.

Let me know if you need anything else. We are hoping to be able to get in at the Sept 4 meeting.

Be Blessed!

Faith

Faith H. Woods  
Real Estate Paralegal  
Quintairos, Prieto, Wood & Boyer, P.A.  
114 E. Gregory Street, 2<sup>nd</sup> Floor  
Pensacola, FL 32502  
Email: [fwoods@qpwbaw.com](mailto:fwoods@qpwbaw.com)  
Phone: (850) 434-6490  
Fax: (850) 434-6491  
Cell (850) 384-3478

**Please note: All funds over \$2,000.00 needed for closing will be required to be wired. Sorry for any inconvenience this may cause.**



***Miami · Fort Lauderdale · West Palm Beach · Orlando · Tampa · Fort Myers · Jacksonville · Tallahassee · Pensacola · Panama City · Louisville · Lexington · Cincinnati · Chicago · Phoenix · U.S. Virgin Islands***

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QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

ATTORNEYS AT LAW

WWW.QPWBLAW.COM

114 E. GREGORY STREET, 2ND FLOOR  
PENSACOLA, FLORIDA 32502  
TELEPHONE: (850) 434-6490 ♦ FACSIMILE: (850) 484-6491

August 26, 2013

*Sent Via E-Mail*

Sandra Slay, Division Manager  
Division of Environmental Enforcement  
Escambia County, Department of Corrections

**Re: 5263 Cartier Drive, Pensacola, FL 32507**

Dear Ms. Slay:

I represent Synovus Bank regarding its interest in the property at the above address.

It is my understanding that Escambia County is asserting two code enforcement liens against the subject property. The code enforcement liens at issue concern a Notice of Lien dated December 16, 2009 in the amount of \$443.50, which was recorded on January 11, 2010 in Official Records Book 6548, Page 1748 of the Public Records of Escambia County, Florida; and an Order dated October 16, 2012, awarding costs in the amount of \$1,100 with a daily fine that accrues at \$200.00 per day, which was recorded on October 25, 2012, in Official Records Book 6926, Page 448, of the Public Records of Escambia County, Florida.

At the time that these Liens were recorded, Synovus Bank held two Mortgages on the subject property which were recorded on July 29, 2003 and May 5, 2004. On July 30, 2012, Synovus Bank instituted a foreclosure action against Inventive Renovations LLC, the former owner of the subject property. A Notice of Lis Pendens was recorded by Synovus Bank on August 7, 2012, and a Foreclosure Judgment was entered by the Court on December 10, 2012 in favor of Synovus Bank. Synovus Bank obtained title to the subject property on March 18, 2013 following a foreclosure sale.

Since the above-referenced mortgages were recorded prior to the code enforcement liens, Synovus Bank's interest in the property is superior to Escambia County's interest. See, Escambia County Nuisance Abatement Ordinance, Section 42-164(f)(5) and §695.11, Florida Statutes. Additionally, since the second Code Enforcement Lien was recorded after the Notice of Lis Pendens, we believe that this lien has been foreclosed pursuant to the Final Judgment entered on December 10, 2012. Attached is a copy of all of the pertinent documents referenced above.

In order to obtain title insurance for the subject property, we would request that Escambia County execute and record Releases pertaining to the two Code Enforcement Liens.

Sandra Slay  
Re: 5263 Cartier Drive  
August 26, 2013  
Page -2-

As previously discussed, we would like an opportunity to present this request at the Board of County Commissioners meeting on September 4, 2013. Thank for your consideration of this matter. Please feel free to contact me with any questions or concerns regarding this matter.

Yours very truly,



Frank C. Bozeman, III

This document prepared by:  
Escambia County, Florida  
Environmental Enforcement Division  
6708 Plantation Rd.  
Pensacola, FL 32504  
(850) 471-6160

CE09-04-02211

**NOTICE OF LIEN**  
**(Nuisance Abatement)**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Inventive Renovations LLC located at 5263 Cartier Dr. and more particularly described as:

PR# 1238322000022023

LT 22 BLK 23 TREASURE HILL PARK PLAT DB 102 P 286 OR 5198 P 1066

A field investigation by the Office of Environmental Enforcement was conducted on September 4, 2009 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(d).

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$ 425.00
Administrative costs	\$ 18.50
Total	\$ 443.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30<sup>th</sup> day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 16<sup>th</sup> day of December 2009 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness

Print Name

Tonya Green

Witness

Print Name

Susan Hendrix

ESCAMBIA COUNTY, FLORIDA

By: Robert R. McLaughlin  
County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2009, by Robert R. McLaughlin, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He ☒ is personally known to me, or ☐ has produced current \_\_\_\_\_ as identification.

CHINA CHERYL LIVELY  
Notary Public-State of FL  
Comm. Exp. Sept. 29, 2011  
Comm. No. DD 684413  
(Notary Seal)

China Cheryl Lively  
Signature of Notary Public

CHINA CHERYL LIVELY  
Printed Name of Notary Public

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

**ESCAMBIA COUNTY, FLORIDA**

**VS.**

**CASE NO: CE#12-05-00379  
LOCATION: 5263 Cartier Drive  
FR# 123S32-2000-022-023**

**Inventive Renovatio us LLC  
19 Genoa Place  
Pensacola, Florida 32507**

**ORDER**

This CAUSE having come before the Office of Environmental  
Enforcement Special Magistrate on the Petition of the Environmental Enforcement  
Officer for alleged violation of the ordinances of the County of Escambia, State of  
Florida and the Special Magistrate having considered the evidence before him/her in  
the form of testimony by the Enforcement Officer and the respondent or  
representative, ~~ANAL. APPEARED AFTER~~ <sup>DUE NOTICE</sup>, as well as evidence submitted and after  
consideration of the appropriate sections of the Escambia County Code of Ordinances,  
the Special Magistrate finds that a violation of the following Code of Ordinance(s) has  
occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☐ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described \_\_\_\_\_
- ☒ 42-196 (d) Overgrowth

- ☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)  
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☐ (o)  
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☒ (t) ☐ (u) ☒ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☒ Repeat violation(s) 42-196(d) OR BKK 6548/1748

THEREFORE, The Special Magistrate being otherwise fully advised in the premises, it is hereby ORDERED that: INVENTIVE RENOVATIONS, LLC shall have until Nov. 15, 2012 to correct the violation and to bring the violation into compliance. Corrective action shall include:



- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☒ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 200 . 00 per day, commencing NOV. 16, 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1100.00 are awarded in favor of Escambia County as the prevailing party against INVENTIVE RENOVATIONS, LLC.

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.

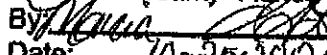
**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30** days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

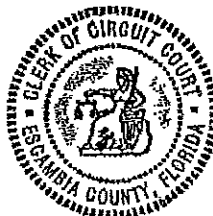
Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

**DONE AND ORDERED** at Escambia County, Florida on the 16<sup>th</sup> day of October, 2012.

  
Jeffrey T. Sauer  
Special Magistrate  
Office of Environmental Enforcement

Certified to be a true copy of  
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  D.C.  
Date: 10-25-2012



4650  
366.80  
209.55

DR BK 5198 PB1069  
Escambia County, Florida  
INSTRUMENT 2003-126479

INTANGIBLE TAX PD @ ESC CO \$ 209.55  
07/29/03 ERNIE LEE MAGNIA, CLERK

MTS DOC STAMPS PD @ ESC CO \$ 366.80  
07/29/03 ERNIE LEE MAGNIA, CLERK

THIS INSTRUMENT PREPARED BY:  
Robert O. Beasley  
Litvak Beasley & Wilson, LLP  
SunTrust Tower, Suite 606  
220 W. Garden Street  
Pensacola, FL 32501  
File No. B058-542L

**MORTGAGE DEED AND SECURITY AGREEMENT**

THIS MORTGAGE DEED (the Mortgage), dated as of the 23<sup>rd</sup> day of July, 2003, by and between Inventive Renovations, L.L.C., a Florida limited liability company, (whether one or more, hereinafter called Mortgagor) and Bank of Pensacola, 400 W. Garden Street, Pensacola, Florida 32501 (hereinafter called Mortgagee):

WITNESS TO, that in consideration of the premises and in order to secure the payment of both the principal of, and interest and any other sums payable on the note (as hereinafter defined) or this Mortgage and the performance and observance of all of the provisions hereof and of said note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Escambia County, Florida, more particularly described as follows:

Parcel ID No. 123S32-2000-022-023 and

Parcel ID No. 123S32-2000-026-023

Lots 22, 23, 26 and 27, Block 23, Treasure Hill Park, a subdivision of a portion of Section 12, Township 3 South, Range 32 West, according to map of said subdivision recorded in Deed Book 102 at Page 286, of the Public Records of Escambia County, Florida.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the

conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitations proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except such as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of ONE HUNDRED FOUR THOUSAND SEVEN HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$ 104,775.00) as evidenced by that certain promissory note of even date herewith (the Note), or any renewal or replacement of such Note, executed by Mortgagor and payable to the order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, the final maturity date of the Note and this Mortgage as specified in the Note and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all sums, including interest secured hereby when due, as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, all such sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing.
2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefore upon demand. To immediately pay and discharge any claim, lien or

encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.

3. If required by Mortgagee, to also make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the Mortgaged Property, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee, on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

4. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

5. To keep the Mortgaged Property insured against loss or damage by fire, and all perils insured against by an extended coverage endorsement, and such other risks and perils as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount as Mortgagee may reasonably require, shall be issued by a company or companies approved by Mortgagee, and shall contain a standard mortgagee clause with loss payable to Mortgagee. Whenever required by Mortgagee, such policies, shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Neither the application nor the release of any such amounts shall cure or waive any default. Upon exercise of the power of sale given in this Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall become the absolute property of Mortgagee.

6. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (d) cutting or removing or permitting the cutting and removal of any trees or timber on the

Mortgaged Property, (e) removing or exchanging any tangible personal property which is part of the Mortgaged Property, or (f) entering into or modifying any leases of the Mortgaged Property.

7. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action (herein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

10. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the law of the State of Florida, and all such sums and interest thereon shall be secured hereby.

11. All sums of money secured hereby shall be payable without any relief whatever from any valuation or appraisal laws.

12. If default be made in payment of any instalment of principal or interest of the Note or any part thereof when due, or in payment, when due, or any other sum secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements hereunder, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorney's fee, including all such costs, expenses and attorney's fees, for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the law of the State of Florida from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments.

13. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreement hereunder:

(a) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter; and

(b) Mortgagee shall be entitled, as a matter of strict right, without notice and exparte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

14. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine.

15. This Mortgage shall secure not only existing indebtedness, but also such future advances, up to a maximum principal amount of Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00), whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within thirty (30) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented, until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by



law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, on subordinating, modifying or otherwise dealing with the lien or charge hereof;

(b) Exercise or refrain from exercising or waive any right Mortgagee may have;

(c) Accept additional security of any kind; and

(d) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

18. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.

20. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

21. If Mortgagee, pursuant to a construction loan agreement or loan commitment made by Mortgagee with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction loan agreement or loan commitment, will diligently construct the improvements to be built pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein and will permit no defaults to occur thereunder and if a default shall occur

thereunder, it shall constitute a default under this Mortgage and the Note.

22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic statements of the operations of and the financial condition of Mortgagor.

23. The loan represented by this Mortgage and the Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon the credit of the Mortgagor and the Mortgagee's judgement of the ability of the Mortgagor to repay all sums due under this Mortgage, and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property. If all or any part of the Mortgaged Property, or any interest therein, is sold, conveyed, transferred (including a transfer by agreement for deed or land contract) or further encumbered by Mortgagor without Mortgagee's prior written consent excluding the grant of any leasehold interest in the Mortgaged Property not containing an option to purchase, which lease is made in the ordinary course of Mortgagor's business, then in that event Mortgagee may declare all sums secured by this Mortgage immediately due and payable.

24. Mortgagor represents and warrants that if a corporation, it is duly organized and validly existing, in good standing under the laws of the state of its incorporation, has stock outstanding which has been duly and validly issued, and is qualified to do business and is in good standing in the State of Florida, with full power and authority to consummate the loan contemplated hereby and, if a limited liability company, it is duly formed and validly existing, and is fully qualified to do business in the State of Florida, with full power and authority to consummate the loan contemplated hereby.

25.

COMPLIANCE WITH ENVIRONMENTAL LAWS

A. Hazardous Waste, "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order to decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

B. Representations and Warranties, Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges from the Mortgaged Property.

C. Indemnification.

1. Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as direct or indirect result of, the presence on or under, or

the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgage Property of any Hazardous Waste (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Mortgagee's choice, costs of any settlement or judgment or claims asserted or arising under the comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste), regardless of whether within Mortgagor's control.

2. The aforesaid indemnification and hold harmless agreement shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the Indebtedness, and, without limiting the generality of the foregoing such obligations shall continue for the benefit of Mortgagee and any subsidiary of Mortgagee during and following any possession of the Mortgaged Property thereby or any ownership of the Mortgaged Property thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D. Notice of Environmental Complaint. If Mortgagor shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Land or in connection with Mortgagor's operations thereon; or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting Mortgagor (an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of said notice.

E. Mortgagee's Reserved Rights. In the event of receipt of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in Mortgagee's sole opinion, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

F. Environmental Audits. If Mortgagee shall have reason to believe that Hazardous Waste has been discharged on the Mortgaged Property, Mortgagee shall have the right, in its sole discretion, to require Mortgagor to perform periodically to Mortgagee's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Mortgagor's expense, an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment of: (a) the Mortgaged Property; (b) hazardous waste management practices and/or (c) Hazardous Waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform any such environmental audit or risk assessment within thirty (30) days after Mortgagee's request, Mortgagee shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

G. Breach. Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this instrument, or otherwise permitted by law.

26. The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security and means for the discharge of the indebtedness, obligations, undertakings and liabilities secured hereby and those evidenced hereby, all leases of all or any part of the property hereby mortgaged now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the said property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

27. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

28. The covenants and Agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first above written.

WITNESSES:

Print: Robert B. Baskin  
[Signature]  
Print: Tammy Bass  
[Signature]

MORTGAGOR:

By: [Signature]  
David J. Dermody, its Manager

STATE OF FLORIDA

OR BK 5198 PG1078  
Escambia County, Florida  
INSTRUMENT 2003-126479

COUNTY OF Brewh

The foregoing instrument was acknowledged before me this 27 day of July, 2003, by David J. Dermody, as Manager of Inventive Renovations, L.L.C., a Florida limited liability company, who ~~is~~ are personally known to me or who ( ) has/have provided \_\_\_\_\_ as identification and who did take an oath.

(Seal) ROBERT O. BEASLEY  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD134353  
EXPIRES 7/16/2006  
BONDED THRU 1-888-NOTARY1

  
NOTARY PUBLIC

G:\Kramer\ROB PA\Dermody\Commercial Mortgage (Future Indebtedness).wpd

RCD Jul 29, 2003 08:40 am  
Escambia County, Florida

ERNIE LEE MABAH  
Clerk of the Circuit Court  
INSTRUMENT 2003-126479

3250  
184.80  
12560

OR BK 5399 P60800  
Escambia County, Florida  
INSTRUMENT 2004-235347

INTANGIBLE TAX PD & ESC CO. 1 105.50  
05/05/04 EMILIE LEE MORGAN, CLERK

MTS DOC STAMPS PD & ESC CO. 1 184.00  
05/05/04 EMILIE LEE MORGAN, CLERK

### REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name(s) first):

Mortgagee:

INVENTIVE RENOVATIONS LLC

BANK OF PENSACOLA

P.O. BOX 12966

19 GENOA PL

PENSACOLA, FL 32591

Mailing Address

PENSACOLA, FL 32507-7953

City State Zip

Return TO

LITVAK BEASLEY & WILSON, LLP  
SunTrust Tower  
220 West Garden Street, Suite 606  
Pensacola, FL 32501

PENSACOLA, FL

Know All Men By These Presents: That whereas INVENTIVE RENOVATIONS LLC

(whether one or more, hereinafter called the "Borrower") has become justly indebted to BANK OF PENSACOLA with offices in PENSACOLA, Florida, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of \*\*FIFTY TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO\*\* \*\*CENTS\*\* Dollars (\$ 52,800.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: \_\_\_\_\_).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of FIFTY TWO THOUSAND EIGHT HUNDRED & 00/100 DOLLARS (\$ 52,800.00) made by mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of ONE HUNDRED FIVE THOUSAND SIX HUNDRED & 00/100 DOLLARS (\$ 105,600.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

04-0081 ROB

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned INVENTIVE RENOVATIONS LLC

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

See attached Exhibit "A"

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.



7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without

limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

☐ (Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 15TH day of APRIL, 2004.

Mary K. Pait  
Mary K. Pait  
[Type or Print Name of Witness]

Melanie Newton  
Melanie Newton  
[Type or Print Name of Witness]

[Signature] (Seal)  
DAVID J. DEEMODY, MANAGER MEMBER  
[Signature] (Seal)  
JENNIFER J. DEEMODY, MANAGER MEMBER  
\_\_\_\_\_  
(Seal)

ATTEST: \_\_\_\_\_  
Its \_\_\_\_\_  
(Corporate Seal)

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who ( ) is personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.

[NOTARIAL SEAL]

\_\_\_\_\_  
[Type/Print Name of Notary]

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who ( ) is personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.

[NOTARIAL SEAL]

\_\_\_\_\_  
[Type /Print Name of Notary]

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Escambia

CORPORATE (OR OTHER BUSINESS  
ENTITY) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15th day of April, 2004, by David J Dermody and Jennifer L. Dermody the Managers; Members of Inventive Renovations, LLC on behalf of the banking corporation. He/she ( X ) is personally known to me, or ( ) he/she has shown me \_\_\_\_\_ as identification, and he/she did take an oath.

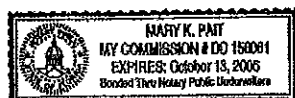
[NOTARIAL SEAL]

Mary K. Pait  
Mary K. Pait

\_\_\_\_\_  
[Type/Print Name of Notary]

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

OR BK 5399 PG0807  
Escambia County, Florida  
INSTRUMENT 2004-235347

**Lot 26, Block 23, Treasure Hill Park, a subdivision of a portion of  
Section 12, Township 3 South, Range 32 West, according to map of said  
subdivision recorded in Deed Book 102 at Page 286, of the Public  
Records of Escambia County, Florida.**

RCD May 05, 2004 03:13 pm  
Escambia County, Florida

ERNIE LEE MAGANA  
Clerk of the Circuit Court  
INSTRUMENT 2004-235347

Electronically Filed 07/30/2012 03:27:51 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

SYNOVUS BANK, FORMERLY KNOWN  
AS COLUMBUS BANK AND TRUST  
COMPANY, AS SUCCESSOR IN  
INTEREST THROUGH NAME CHANGE  
AND BY MERGER WITH COASTAL  
BANK AND TRUST OF FLORIDA F/K/A  
BANK OF PENSACOLA,

Plaintiff,

vs.

CASE NO.:  
DIVISION:

2012CA 1882

D

INVENTIVE RENOVATIONS, LLC, a  
Florida limited liability company, DAVID  
DERMODY a/k/a DAVID J. DERMODY,  
JENNIFER DERMODY a/k/a JENNIFER  
L. DERMODY, UNKNOWN TENANT 1  
AT 5263 CARTIER DRIVE, UNKNOWN  
TENANT 2 AT 5263 CARTIER DRIVE,  
UNKNOWN TENANT 1 AT 5312  
PLATEAU ROAD, UNKNOWN TENANT  
2 AT 5312 PLATEAU ROAD,

Defendants.

NOTICE OF LIS PENDENS

TO: Defendants, INVENTIVE RENOVATIONS, LLC, a Florida limited liability  
company, DAVID DERMODY a/k/a DAVID J. DERMODY, JENNIFER DERMODY a/k/a  
JENNIFER L. DERMODY, UNKNOWN TENANT 1 AT 5263 CARTIER DRIVE,  
UNKNOWN TENANT 2 AT 5263 CARTIER DRIVE, UNKNOWN TENANT 1 AT 5312  
PLATEAU ROAD, UNKNOWN TENANT 2 AT 5312 PLATEAU ROAD, and all others whom  
it may concern:

YOU ARE NOTIFIED OF THE FOLLOWING:

(A) The Plaintiff has instituted an action against you in the Circuit Court in and for  
Escambia County, Florida seeking to foreclose those certain Mortgages recorded in Official  
Records Book 5198, at Page 1069 and Official Records Book 5399, at Page 800 of the public  
records of Escambia County, Florida with respect to the property described below.

(B) The Plaintiff in this action is SYNOVUS BANK, FORMERLY KNOWN AS  
COLUMBUS BANK AND TRUST COMPANY, AS SUCCESSOR IN INTEREST THROUGH

Case: 2012 CA 001892

00038160786

Dkt: CA1039 Pg#: 2

3

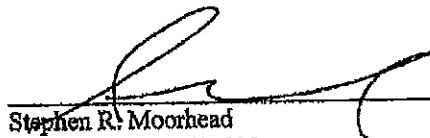
NAME CHANGE AND BY MERGER WITH COASTAL BANK AND TRUST OF FLORIDA  
F/K/A BANK OF PENSACOLA.

(C) The case number of the action is as shown in the caption.

(D) The property that is the subject matter of this action is in Escambia County, Florida, and is described as follows:

Lots 22, 26 and 27, Block 23, TREASURE HILL PARK, a subdivision of a portion of Section 12, Township 3 South, Range 32 West, according to map of said subdivision recorded in Deed Book 102 at Page 286, of the Public Records of Escambia County, Florida.

DATED on July 27, 2012.



Stephen R. Moorhead  
Florida Bar No. 613339  
McDonald Fleming Moorhead  
25 W. Government Street  
Pensacola, FL 32502  
(850) 477-0660  
srmoorhead@pensacolalaw.com  
Attorneys for Plaintiff

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

SYNOVUS BANK, FORMERLY KNOWN  
AS COLUMBUS BANK AND TRUST  
COMPANY, AS SUCCESSOR IN  
INTEREST THROUGH NAME CHANGE  
AND BY MERGER WITH COASTAL  
BANK AND TRUST OF FLORIDA f/k/a  
BANK OF PENSACOLA,

Plaintiff,

vs.

Case No.: 2012 CA 001882  
Division: D

INVENTIVE RENOVATIONS, LLC, a  
Florida limited liability company, et al.,

Defendants.

FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE, having come before the Court upon the Plaintiff's Motion for Summary  
Final Judgment, and the Court, having considered the pleadings and proofs submitted, and being  
otherwise fully advised in the premises, makes the following findings:

1. On or about July 23, 2003, Bank of Pensacola made a loan to Defendant,  
Inventive Renovations, LLC, a Florida limited liability company, which loan was evidenced by a  
Universal Note made, executed and delivered by Defendant, Inventive Renovations, LLC, to  
Bank of Pensacola, which was renewed by Universal Notes dated September 23, 2004 and  
August 13, 2009 (collectively, the "First Note").

2. On or about April 15, 2004, Bank of Pensacola made a loan to Defendant,  
Inventive Renovations, LLC, a Florida limited liability company, which loan was evidenced by a  
Universal Note made, executed and delivered by Defendant, Inventive Renovations, LLC, to  
Bank of Pensacola, which was renewed by Universal Note dated August 13, 2009 (collectively,

Case: 2012 CA 001882

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ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
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CIRCUIT CIVIL DIVISION  
FILED & RECORDED



the "Second Note"). The First Note and Second Note shall hereafter be collectively referred to as the "Notes."

3. To secure payment of the First Note, Defendant, Inventive Renovations, LLC, executed and delivered to Bank of Pensacola a Mortgage recorded on July 29, 2003 in Official Records Book 5198, at Page 1069, together with an Assignment of Rents and Leases recorded on October 5, 2009 in Official Records Book 6514, at Page 954, of the public records of Escambia County, Florida (collectively, the "First Mortgage"). The First Mortgage encumbered the real and personal property therein described (the "Property"), then owned by and in possession of Defendant, Inventive Renovations, LLC.

4. To secure payment of the Second Note, Defendant, Inventive Renovations, LLC, executed and delivered to Bank of Pensacola a Mortgage recorded on May 5, 2004 in Official Records Book 5399, at Page 800, together with an Assignment of Rents and Leases recorded on May 5, 2004 in Official Records Book 5399, at Page 808, of the public records of Escambia County, Florida (collectively, the "Second Mortgage"). The Second Mortgage encumbered a portion of the Property, then owned by and in possession of Defendant, Inventive Renovations, LLC. The First Mortgage and Second Mortgage shall hereafter be collectively referred to as the "Mortgages."

5. As additional security for payment of the Notes, Defendant, David Dermody a/k/a David J. Dermody, guaranteed the Notes by executing a Guaranty dated September 23, 2004 and Guaranties dated August 13, 2009 (collectively, the "David Dermody Guaranty").

6. As additional security for payment of the Notes, Defendant, Jennifer Dermody a/k/a Jennifer L. Dermody, guaranteed the Notes by executing a Guaranty dated September 23, 2004 and Guaranties dated August 13, 2009 (collectively, the "Jennifer Dermody Guaranty").

The David Dermody Guaranty and the Jennifer Dermody Guaranty shall hereafter collectively be referred to as the "Guaranties."

7. Originals of the Notes, Mortgages and Guaranties have been filed with the Court.

8. Inventive Renovations, LLC was defaulted on September 4, 2012 and David Dermody and Jennifer Dermody were defaulted on September 18, 2012. Neither of the Defendants have filed an affidavit opposing the affidavits in support of summary judgment.

9. Plaintiff is owed \$48,920.17 that is due on principal pursuant to the First Note, First Mortgage and Guaranties, plus interest, late charges, title search expenses, costs and attorneys' fees.

10. Plaintiff is owed \$41,566.69 that is due on the principal pursuant to the Second Note, Second Mortgage and Guaranties, plus interest, late charges, title search expenses, costs and attorneys' fees.

Based on the foregoing findings, it is ORDERED AND ADJUDGED:

1. Due and legal service of process has been made on the Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody, Unknown Tenant 1 at 5312 Plateau Road a/k/a Patricia Santos and Unknown Tenant 2 at 5312 Plateau Road a/k/a Candela Hernandez. This Court has jurisdiction of the subject matter and parties. The equities in this cause are with the Plaintiff and against the Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody, Unknown Tenant 1 at 5312 Plateau Road a/k/a Patricia Santos and Unknown Tenant 2 at 5312 Plateau Road a/k/a Candela Hernandez.

2. Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody, have defaulted in the payment of sums required to be paid on the Mortgages, which are the subject of this action. Plaintiff is entitled to a Final Judgment of Foreclosure in this cause against the Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody.

3. Plaintiff, whose mailing address is 125 West Romana St., Suite 400, Pensacola, FL 32502, is awarded a Final Judgment of Foreclosure against the Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody, pursuant to Plaintiff's Complaint, in the following amounts under the Notes, Mortgages and Guaranties:

Principal Due under First Note	\$ 48,920.17
Late Charges Due under First Note	\$ 611.20
Interest on First Note through September 30, 2012	\$ 5,107.67
Additional Interest on First Note October 1, 2012 through December 6, 2012 (67 days at \$8,1533617 per diem)	\$ 546.28
Principal Due under Second Note	\$ 41,566.69
Late Charges Due under Second Note	\$ 419.52
Interest on Second Note through September 30, 2012	\$ 4,339.93
Additional Interest on Second Note October 1, 2012 through December 6, 2012 (67 days at \$6.9277817 per diem)	\$ 464.16
Court Costs	\$ 1,581.00
Attorney's Fees	\$ 7,056.00
TOTAL	\$ 107,612.62

This judgment shall bear interest at the statutory rate of 4.75% per year, for all of which let execution issue.

Together with such further costs as may be incurred by the Plaintiff in this action, including, but not limited to, the sale fee and publication of the Notice of Sale.

4. For the payment of the total sum referred to in paragraph three (3), above, and for the payment of the further costs of this suit, Plaintiff holds a lien superior to any right, title, interest, claim or estate of the Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody, Unknown Tenant 1 at 5312 Plateau Road a/k/a Patricia Santos and Unknown Tenant 2 at 5312 Plateau Road a/k/a Candela Hernandez, in real property situated and located in Escambia County, Florida, described as follows:

Lots 22, 26 and 27, Block 23, TREASURE HILL PARK, a subdivision of a portion of Section 12, Township 3 South, Range 32 West, according to map of said subdivision recorded in Deed Book 102 at Page 286, of the Public Records of Escambia County, Florida.

5. If the total sum with interest at the rate prescribed by law and all costs of this action accruing subsequent to this judgment are not paid, the Clerk of the Court shall sell the property by public sale on the 12<sup>th</sup> day of February, 2013, at 11:00 A.M., as the sale may proceed, to the highest bidder or bidders for cash, except as set forth hereinafter, at [www.escambia.realforeclose.com](http://www.escambia.realforeclose.com), in accordance with Chapter 45, Florida Statutes.

6. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property at the sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum due with interest and costs accruing subsequent to this judgment or such part of it as is necessary to pay the bid in full.

7. Upon the Clerk's filing of the Certificate of Sale, Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody, Unknown Tenant 1 at 5312 Plateau Road a/k/a Patricia Santos and Unknown Tenant 2 at 5312 Plateau Road a/k/a Candela Hernandez and all persons claiming under or against them, shall be forever barred and foreclosed of any and all equity or right of redemption in and to the above described property. Furthermore, when the Clerk files the Certificate of Title as provided by §45.031, Florida Statutes, the sale shall stand confirmed, and the purchaser at the sale, their heirs, representatives, successors or assigns, without delay, shall be let into possession of the premises as conveyed.

8. Upon the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying first, all of the Plaintiff's costs, including those costs set out in paragraph three (3) above; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorney's fees; forth, the total sum due the Plaintiff, less the items paid plus interest at the rate prescribed by law from this date to the date of the sale; and by retaining the remaining amounts pending the further order of this Court.

9. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

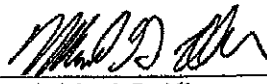
IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT. IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT OF NORTHWEST FLORIDA LEGAL SERVICES AT (850) 432-2336 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CALL NORTHWEST FLORIDA LEGAL SERVICES AT (850) 432-2336 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

10. Jurisdiction of this action is retained to enter such further orders as are proper, including, without limitation, writs of assistance and deficiency judgments against the

Defendants, Inventive Renovations, LLC, a Florida limited liability company, David Dermody a/k/a David J. Dermody, Jennifer Dermody a/k/a Jennifer L. Dermody, personally liable on the Notes, Mortgages and Guaranties foreclosed herein.

ORDERED at Pensacola, Escambia County, Florida, this the 6<sup>th</sup> day of December, 2012.



Honorable Michael G. Allen  
Circuit Judge

*JF 12/13/12*  
Conformed copies to:

✓ Stephen R. Moorhead  
McDonald Fleming Moorhead  
25 West Government Street  
Pensacola, FL 32502

✓ Inventive Renovations, LLC  
% Robert O. Beasley as registered agent  
226 East Government St.  
Pensacola, FL 32502

✓ David Dermody a/k/a David J. Dermody  
2057 Reservation Road  
Gulf Breeze, FL 32563

✓ Jennifer Dermody a/k/a Jennifer L. Dermody  
2057 Reservation Road  
Gulf Breeze, FL 32563

✓ Unknown Tenant 1 n/k/a Patricia Santos  
5312 Plateau Road  
Pensacola, FL 32507

✓ Unknown Tenant 2 n/k/a Candela Hernandez  
5312 Plateau Road  
Pensacola, FL 32507

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA  
CIVIL ACTION**

CASE NO. 2012 CA 001882

SYNOVUS BANK FORMERLY KNOWN AS COLUMBUS BANK AND TRUST  
COMPANY AS SUCCESSOR IN INTEREST THROUGH NAME CHANGE AND BY  
MERGER WITH COASTAL BANK AND TRUST OF FLORIDA FKA BANK OF  
PENSACOLA

Plaintiff

VS.

INVENTIVE RENOVATIONS LLC A FLORIDA LIMITED ; DAVID DERMODY ;  
JENNIFER DERMODY ; UNKNOWN TENANT 1 AT 5263 CARTIER DRIVE ;  
UNKNOWN TENANT 2 AT 5263 CARTIER DRIVE ; UNKNOWN TENANT 1 AT 5312  
PLATEAU ROAD ; UNKNOWN TENANT 2 AT 5312 PLATEAU ROAD

Defendant

**CERTIFICATE OF TITLE**

The undersigned, Pam Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been  
executed and filed in this action on February 12, 2013, for the property described herein and that no objections to  
the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

Lots 22, 26 and 27, Block 23, TREASURE HILL PARK, a subdivision of a  
portion of Section 12, Township 3 South, Range 32 West, according to map of  
said subdivision recorded in Deed Book 102 at Page 286, of the Public Records of  
Escambia County, Florida.

was sold to SYNOVUS BANK FORMERLY KNOWN AS COLUMBUS BANK AND TRUST COMPANY AS  
SUCCESSOR IN INTEREST THROUGH NAME CHANGE AND BY MERGER WITH COASTAL BANK AND  
TRUST OF FLORIDA FKA BANK OF PENSACOLA

125 West Romana St. Suite 400 Pensacola, FL, 32502

WITNESS my hand and seal of the court this 18 day of March, 2013



Pam Childers  
Clerk of the Circuit Court

BY: Mama Mams

Deputy Clerk

Conformed copies to all parties

\$100

Case: 2012 CA 001882

00061365641

Dkt: CA1173 Pg#: 1

32





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4962

Public Hearings 9.

#### BCC Regular Meeting

**Meeting Date:** 09/16/2013

**Issue:** 5:31 Public Hearing Adopting an Ordinance amending Chapter 46, Article II, Purchases and Contracts

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adoptiing an Ordinance amending Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

Recommendation: That the Board adopt an Ordinance amending Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, and creating Volume 1, Chapter 46, Division 3, Section 46-110, Local Preference in Bidding, establishing a local preference in the competitive sealed bid process, providing for inclusion in the Code, and providing for an effective date.

#### **BACKGROUND:**

The consideration of the amendment to the Escambia County Code of Ordinances was authorized at the Committee of the Whole on August 15, 2013, based on an interest in establishing a local preference in the competitive sealed bid process.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney prepared the Ordinance amending Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts, and creating Volume 1, Chapter 46, Article II, Division 3, Section 46-110, Local Preference in Bidding.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is prepared in conjunction with the County Attorney's Office and the Office of Management and Budget.

#### **IMPLEMENTATION/COORDINATION:**

Upon Board approval of the amendment to the Escambia County Code of Ordinances, the County Attorney's Office will follow up with inclusion in the Escambia County Code of Ordinances.

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**Attachments**

Ordinance

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**ORDINANCE NUMBER 2013-\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME 1, CHAPTER 46, ARTICLE II, DIVISION 3, SECTION 46-110 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO LOCAL PREFERENCE IN BIDDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state; and

**WHEREAS**, providing local businesses a preference in the procurement of goods and services encourages local industry, employment opportunities, and increases the county's overall tax base; and

**WHEREAS**, the Board of County Commissioners finds that the proposed Ordinance providing local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayers and residents of Escambia County.

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

**Section 1. Recitals.**

That the foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Creation.**

That Volume I, Chapter 46, Article II, Division 3, Section 46-110 of the Escambia County Code of Ordinances is hereby created to read as follows:

**Sec. 46-110. Local Preference in Bidding.**

(a) Legislative intent. The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) "Local business" defined:

"Local business." For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

- (1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and
- (2) Holds any business license required by Escambia County or Santa Rosa County; and
- (3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) Certification. Any vendor claiming to be a local business as defined above, shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e. the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price

submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e. the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e. the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) Notice. All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) Waiver of the application of local preference. The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) Limitations.

(1) The provisions of this division shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this division shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this division shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this division shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) Penalties.

(1) Misrepresentation. A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.

(2) Failure to maintain local business preference qualifications. Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) Lack of good faith. The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

**Section 3. Severability.**

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

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

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

**Section 5. Effective Date.**

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

DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS  
Clerk to the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 9/15/13



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-4968**

**Clerk & Comptroller's Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/16/2013

**Issue:** Acceptance of Reports

**From:** Doris Harris, Deputy Clerk to the Board

**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

Recommendation Concerning Acceptance of Reports Prepared by the Clerk and Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following two Reports prepared by the Clerk and Comptroller's Finance Department:

A. Tourist Development Tax Collections Data for the July 2013 returns received in the month of August 2013; this is the eleventh month of collections for Fiscal Year 2012-2013; total collected for the July 2013 returns was \$1,362,347.87; this is a 9.82% increase over the July 2012 returns; total collections year to date are 7.91% higher than the comparable time frame in Fiscal Year 2011- 2012; and

B. The Investment Report for the month ended August 31, 2013, as required by Ordinance Number 95-13.

**Background:**

Regarding the August 2013 Investment Report:

The total portfolio earnings for the month of August equaled \$143,341. The short term portfolio achieved an average yield of .14%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.07% and should be compared to the benchmark of the Merrill Lynch 1-5 Year Treasury Index yielding -0.280%. All investments included in the County's portfolio are in compliance with the County's Investment Policy.

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**Attachments**

July 2013 TDT Collections Data

August 2013 Investment Report

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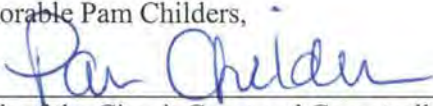
# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

## MEMORANDUM

**TO:** Honorable Board of County Commissioners

**FROM:** Honorable Pam Childers,  
  
Clerk of the Circuit Court and Comptroller

**DATE:** September 6, 2013

**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 July 2013 returns received in the month of August 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eleventh month of collections for the fiscal year 2013.

- ✓ Total collected for the July 2013 returns was \$1,362,347.87. This is a 9.82% increase over the July 2012 returns.
- ✓ Total collections year to date are 7.91% higher than the comparable time frame in Fiscal Year 2012.

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

PC/jc

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2013 SEP -9 P 3:56  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY FLORIDA  
 AS OF AUGUST 2013

	Fiscal Year 2013	Fiscal Year 2012		
Zip Code	YTD Collected	YTD Collected	Difference	% Change
32501	144,540	135,627	8,913	7%
32502	329,544	315,226	14,318	5%
32503	14,709	18,304	(3,595)	-20%
32504	966,872	887,302	79,570	9%
32505	244,832	251,333	(6,501)	-3%
32506	178,894	188,620	(9,726)	-5%
32507	1,185,997	1,052,853	133,144	13%
32514	430,482	394,795	35,687	9%
32526	194,361	204,816	(10,455)	-5%
32534	124,815	121,235	3,580	3%
32535	2,972	1,639	1,333	81%
32561	3,140,550	2,876,054	264,496	9%
32562	-	-	-	0%
32577	86	863	(777)	100%
<b>Total</b>	<b>\$ 6,958,654</b>	<b>\$ 6,448,667</b>	<b>\$ 509,987</b>	<b>8%</b>

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2013  
 AS OF AUGUST 31 2013

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
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
02/13	8,702	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	9,609	3%	22,357	6%	1,213	0%	64,860	17%	32,400	9%
04/13	14,974	2%	32,784	5%	2,301	0%	93,326	14%	35,417	5%
05/13	15,243	3%	40,577	7%	1,923	0%	94,720	16%	27,019	4%
06/13	15,844	2%	36,195	5%	1,519	0%	105,565	13%	35,599	4%
07/13	18,359	1%	39,982	3%	51	0%	124,223	10%	28,175	2%
08/13	19,914	1%	45,161	3%	436	0%	140,322	10%	39,079	3%
Total	\$ 144,540	2%	\$ 329,544	5%	\$ 14,709	0%	\$ 966,872	14%	\$ 244,832	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
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
05/13	16,130	3%	85,269	14%	42,376	7%	9,757	2%	10,873	2%
06/13	18,852	2%	122,603	15%	45,793	6%	26,084	3%	11,175	1%
07/13	20,807	2%	299,126	24%	53,733	4%	20,919	2%	14,582	1%
08/13	23,841	2%	307,498	23%	58,931	4%	23,267	2%	16,972	1%
Total	\$ 178,894	3%	\$ 1,185,997	17%	\$ 430,482	6%	\$ 194,361	3%	\$ 124,815	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/12	110	0%	248,089	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,858	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,496	34%	-	0%	-	0%	276,156	100%
02/13	111	0%	76,931	28%	-	0%	-	0%	274,606	100%
03/13	82	0%	143,122	38%	-	0%	63	0%	378,416	100%
04/13	102	0%	311,492	45%	-	0%	23	0%	690,989	100%
05/13	194	0%	263,325	43%	-	0%	-	0%	607,405	100%
06/13	162	0%	383,178	48%	-	0%	-	0%	802,569	100%
07/13	809	0%	640,872	51%	-	0%	-	0%	1,261,639	100%
08/13	996	0%	685,930	50%	-	0%	-	0%	1,362,348	100%
Total	\$ 2,972	0%	\$ 3,140,550	45%	\$ -	0%	\$ 86	0%	\$ 6,958,654	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2012  
 AS OF AUGUST 31, 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%
03/12	11,129	3%	23,863	7%	1,153	0%	70,802	20%	26,666	7%
04/12	13,857	2%	32,868	5%	2,001	0%	96,476	16%	32,046	5%
05/12	11,446	2%	30,890	5%	1,898	0%	87,760	15%	23,364	4%
06/12	13,511	2%	37,245	5%	2,392	0%	95,111	13%	27,430	4%
07/12	16,426	1%	39,677	3%	1,248	0%	104,008	9%	34,613	3%
08/12	18,991	2%	42,116	3%	2,567	0%	114,670	9%	29,583	2%
Total	\$ 135,627	2%	\$ 315,226	5%	\$ 18,304	0%	\$ 887,302	14%	\$ 251,333	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%
03/12	13,278	4%	37,429	10%	32,590	9%	15,693	4%	10,609	3%
04/12	23,616	4%	85,566	14%	44,393	7%	22,592	4%	14,619	2%
05/12	17,818	3%	83,272	14%	37,655	6%	14,260	2%	12,006	2%
06/12	15,949	2%	103,024	14%	36,924	5%	24,174	3%	11,625	2%
07/12	23,360	2%	278,306	24%	49,106	4%	24,946	2%	13,905	1%
08/12	22,423	2%	270,437	22%	53,130	4%	26,398	2%	16,139	1%
Total	\$ 188,620	3%	\$ 1,052,853	16%	\$ 394,795	6%	\$ 204,816	3%	\$ 121,235	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/11	162	0%	199,210	43%	-	0%	244	0%	458,183	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%
03/12	242	0%	116,748	32%	-	0%	100	0%	360,302	100%
04/12	186	0%	250,450	40%	-	0%	-	0%	618,669	100%
05/12	136	0%	275,830	46%	-	0%	133	0%	596,467	100%
06/12	145	0%	355,150	49%	-	0%	50	0%	722,731	100%
07/12	138	0%	582,744	50%	-	0%	50	0%	1,168,527	100%
08/12	62	0%	644,027	52%	-	0%	6	0%	1,240,547	100%
Total	\$ 1,639	0%	\$ 2,876,054	45%	\$ -	0%	\$ 863	0%	\$ 6,448,667	100%



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

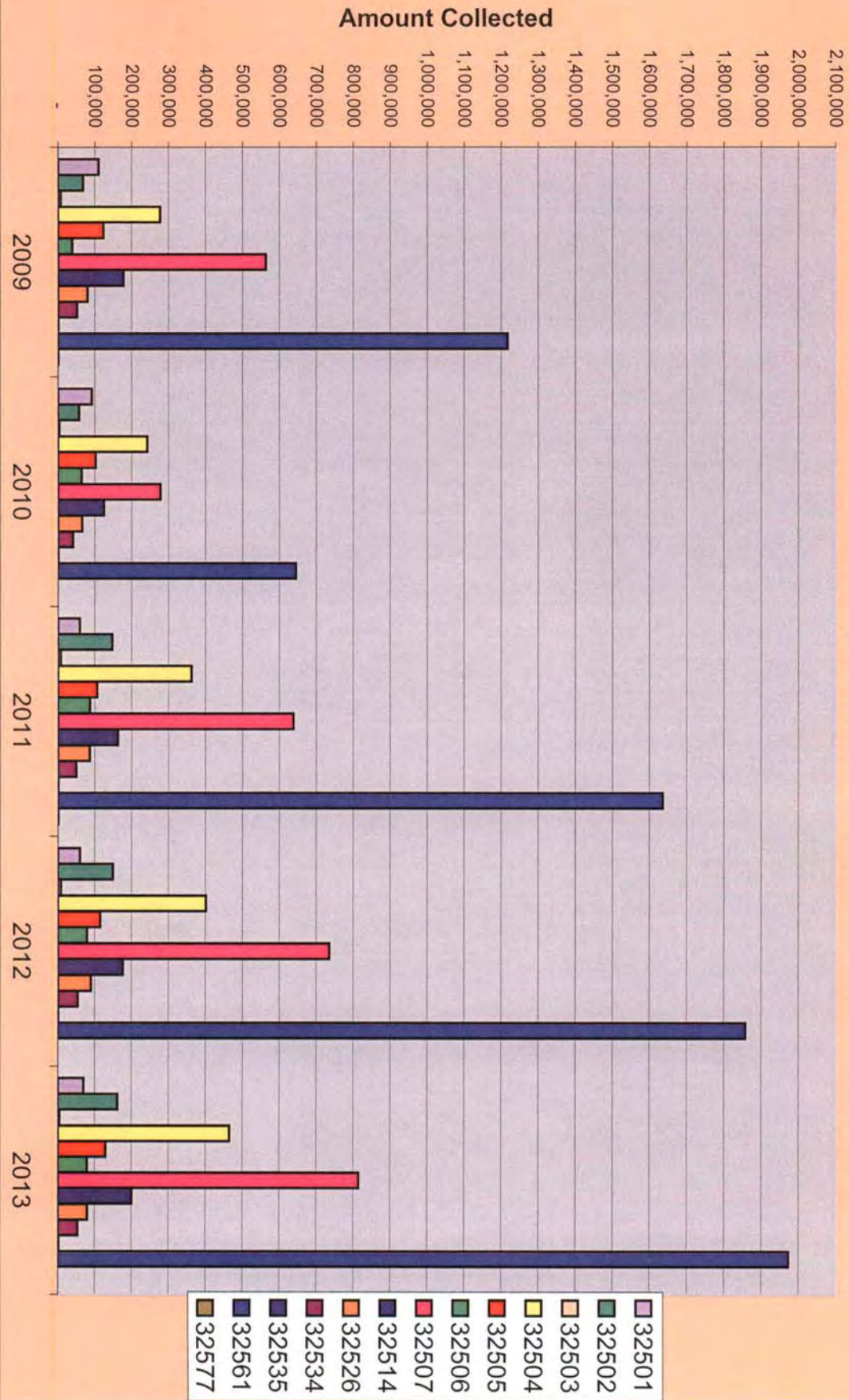
THREE (3%) PERCENT TOURIST TAX DOLLARS  
COLLECTED 2004-2013

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013												
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
OCT	SEP	\$224,446	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	
NOV	OCT	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	
DEC	NOV	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	
JAN	DEC	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	
FEB	JAN	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	
MAR	FEB	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	
APR	MAR	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	
MAY	APR	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350	455,554	
JUN	MAY	346,125	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048	601,927	
JUL	JUN	502,598	332,603	426,840	590,236	605,739	598,667	510,928	708,757	876,396	946,229	
AUG	JUL	684,447	334,319	544,447	655,699	687,552	714,120	535,005	871,107	930,410	1,021,761	
TOTAL		\$3,312,111	\$2,794,397	\$3,340,321	\$3,531,962	\$3,720,618	\$3,591,573	\$3,418,258	\$4,356,228	\$4,836,500	\$5,218,992	

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

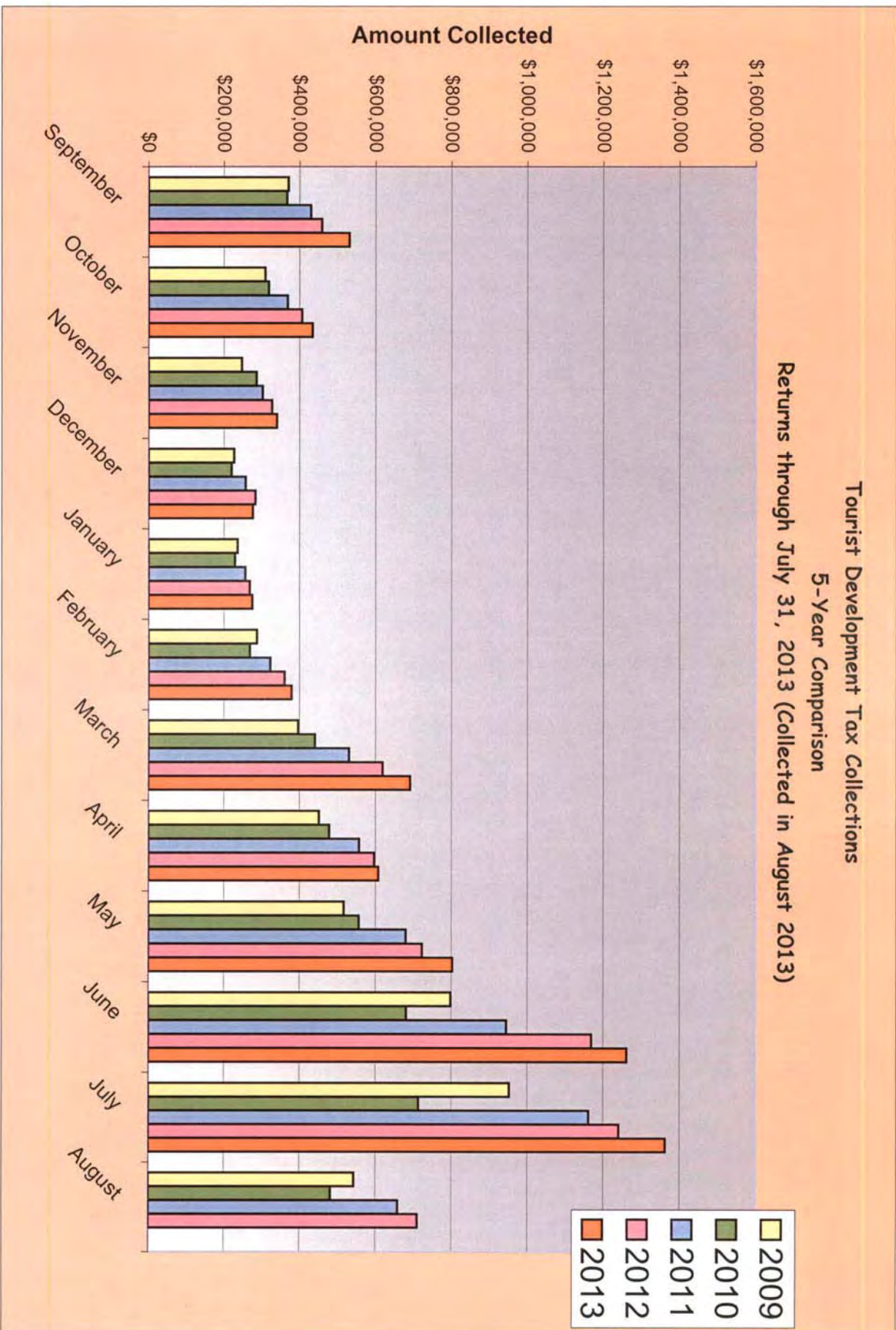
ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013												
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
OCT	SEP	\$72,025	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$122,767	
NOV	OCT	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	
DEC	NOV	59,544	71,106	76,287	70,980	68,735	61,789	71,482	75,487	81,615	84,966	
JAN	DEC	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	
FEB	JAN	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	
MAR	FEB	71,404	68,324	74,453	70,885	75,787	71,710	67,158	80,524	90,075	94,604	
APR	MAR	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	
MAY	APR	107,864	85,729	94,971	105,185	101,240	112,766	119,624	139,244	149,117	161,851	
JUN	MAY	115,334	96,938	113,025	129,205	158,288	129,171	139,095	170,013	180,683	200,642	
JUL	JUN	167,533	107,972	142,210	196,745	201,913	199,556	170,309	236,252	292,132	315,410	
AUG	JUL	228,149	109,628	181,477	218,566	229,184	238,040	178,335	290,369	310,137	340,587	
	TOTAL	\$1,084,037	\$920,327	\$1,107,656	\$1,177,321	\$1,240,206	\$1,197,191	\$1,139,419	\$1,452,076	\$1,612,167	\$1,739,664	

Tourist Development Monthly Tax Collections  
 5-Year Comparison for Deep Water Horizon Oil Spill  
 May - August Collections  
 As of August 31, 2013



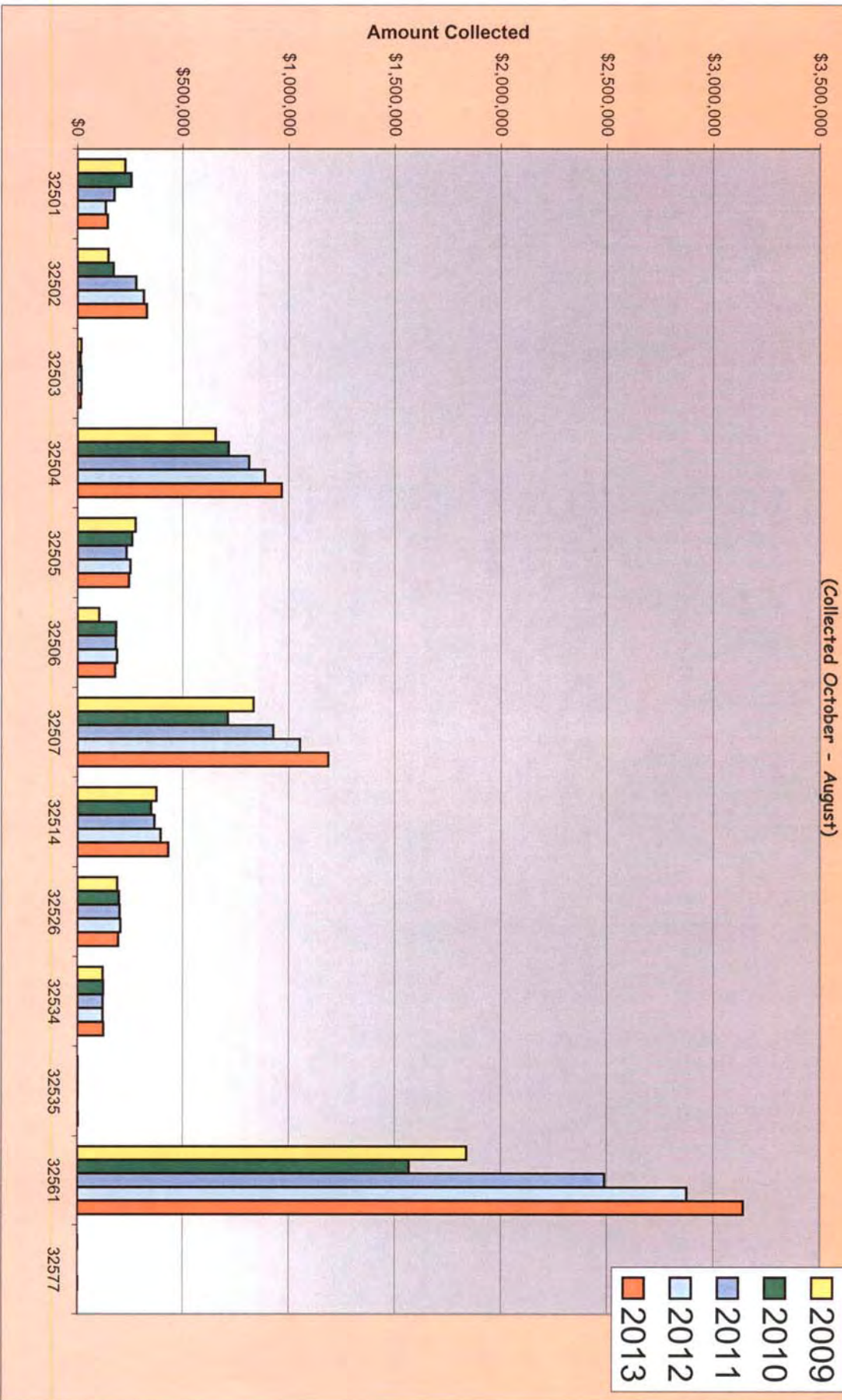


# Tourist Development Tax Collections 5-Year Comparison Returns through July 31, 2013 (Collected in August 2013)

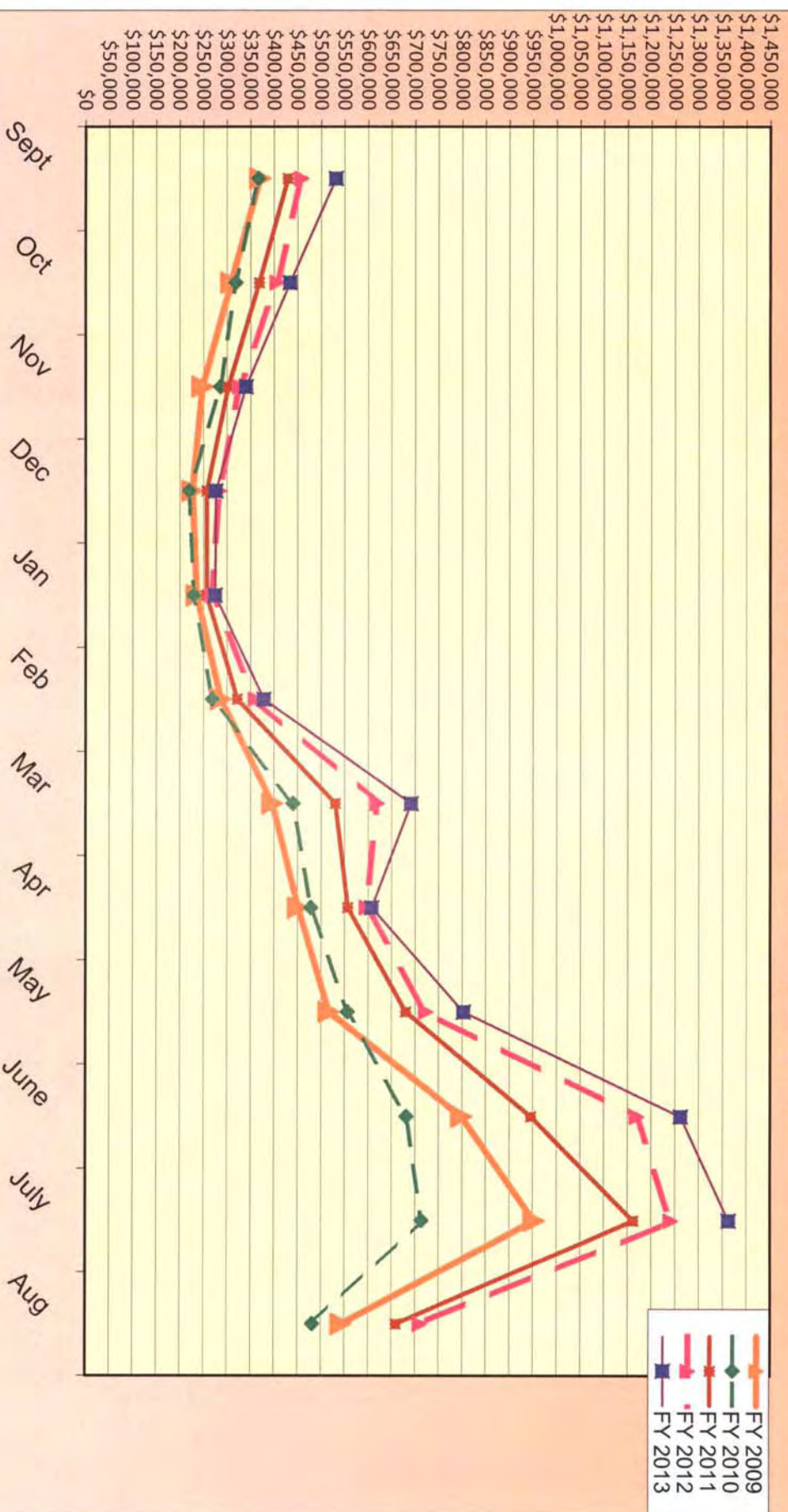




**Tourist Development Tax Collections**  
**5-Year Comparison on a Monthly Basis**  
**September thru July Returns**  
**(Collected October - August)**

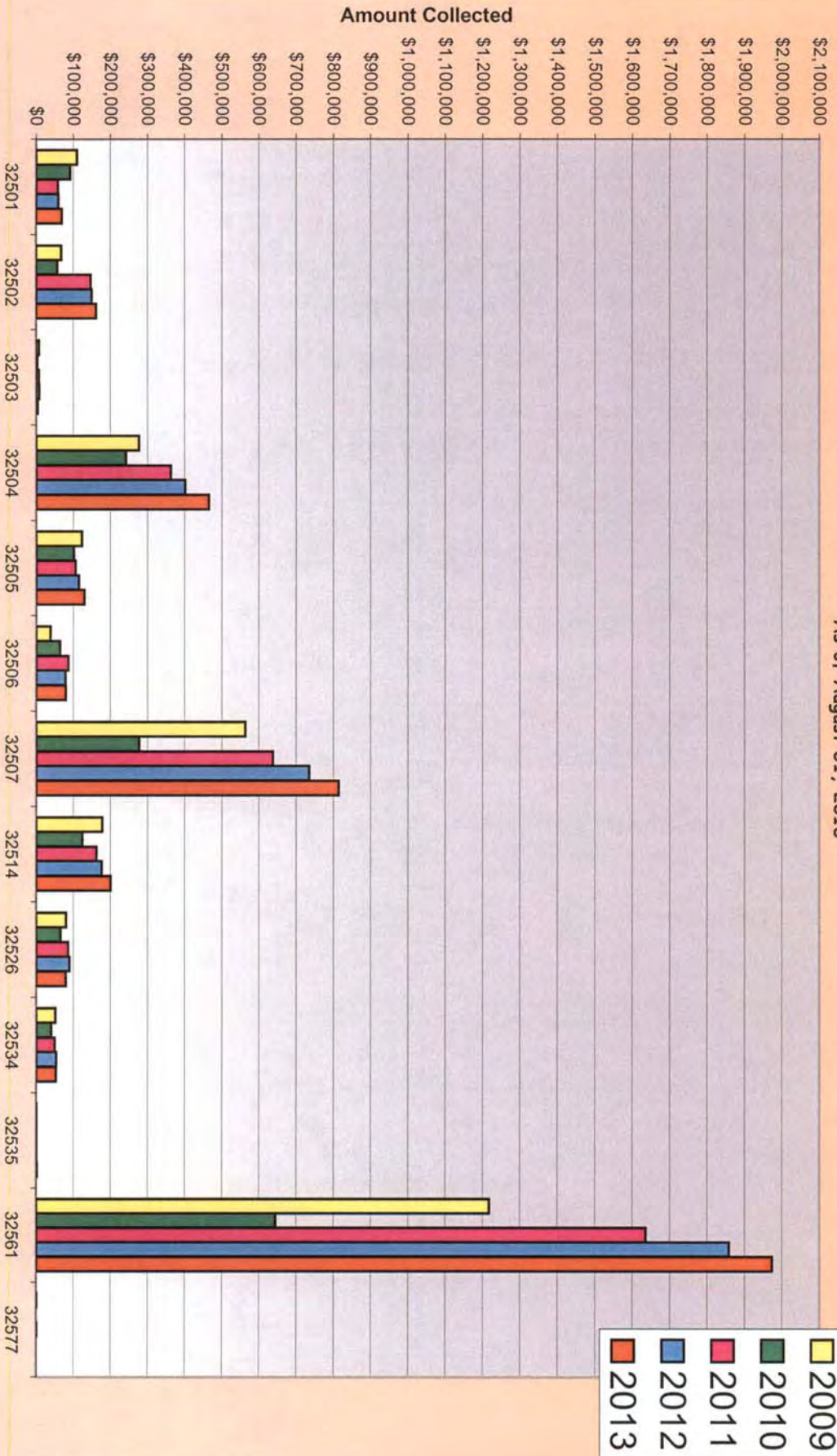


# TOURIST DEVELOPMENT TAX 5 YEAR TRENDLINE FY 2009 - FY 2013 Returns through July 31, 2013 (Collected in August 2013)





Tourist Development Monthly Tax Collections by Zip Code  
5-Year Comparison for Deep Water Horizon Oil Spill  
May - August Collections  
As of August 31, 2013





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

## MEMORANDUM

**TO:** Honorable Board of County Commissioners

**FROM:** Honorable Pam Childers

Clerk of the Circuit Court and Comptroller

**DATE:** September 9, 2013

**SUBJECT:** August 2013 Investment Report

### RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended August 31, 2013 as required by Ordinance 95-13.

The total portfolio earnings for the month of August equaled \$143,341. The short term portfolio achieved an average yield of .14%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.07% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Year Treasury Index yielding -0.280%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

If you have any questions or comments, please do not hesitate to call me at 595-4310.

PC/jws

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
-  
ESCAMBIA COUNTY, FL  
2013 SEP -9 P 3:56  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS

**INVESTMENTS PORTFOLIO COMPOSITION**  
**ESCAMBIA COUNTY, FLORIDA**  
August 31, 2013

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 8/31/2013	Book Value 8/31/2013	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit
<b>SHORT TERM INVESTMENTS:</b>											
<b>BANK ACCOUNTS</b>											
BANK OF AMERICA (DEPOSITORY)			ECR .45%	NA	18,341,073	18,341,073	18,341,073			10.57%	10.00%
BANK OF AMERICA (SHIP)			ECR .45%	NA	1,073,545	1,073,545	1,073,545			5.52%	10.00%
BANK OF AMERICA (DDA)			ECR .45%	NA	68,513	68,513	68,513			7.62%	10.00%
<b>TOTAL BANK ACCOUNTS</b>					<b>19,483,131</b>	<b>19,483,131</b>	<b>19,483,131</b>	<b>9.86%</b>			
<b>MONEY MARKET ACCOUNTS</b>											
BRANCH BANKING AND TRUST			0.15%	NA	9,779,513	9,779,513	9,779,513			10.57%	10.00%
SUNTRUST NOW			0.07%	NA	5,106,284	5,106,284	5,106,284			5.52%	10.00%
SERVISFIRST			0.30%	NA	15,056,224	15,056,224	15,056,224			7.62%	10.00%
<b>TOTAL MONEY MARKET ACCOUNTS</b>					<b>29,942,021</b>	<b>29,942,021</b>	<b>29,942,021</b>	<b>15.16%</b>	<b>20.00%</b>		
<b>STATE BOARD OF ADMINISTRATION</b>											
STATE BOARD OF ADMINISTRATION Acct #141071			0.18%	NA	23,136,354	23,136,354	23,136,354				
<b>TOTAL STATE BOARD OF ADMINISTRATION</b>					<b>23,136,354</b>	<b>23,136,354</b>	<b>23,136,354</b>	<b>11.71%</b>	<b>25.00%</b>		
<b>UNITED STATES TREASURIES</b>											
TBILL-CANTOR FITZGERALD	11/30/2012	10/17/2013	0.13%	0.13%	5,000,000	4,999,925	4,999,171				
<b>TOTAL UNITED STATES TREASURIES</b>					<b>5,000,000</b>	<b>4,999,925</b>	<b>4,999,171</b>	<b>2.53%</b>	<b>100.00%</b>		
<b>FEDERAL INSTRUMENTALITIES</b>											
FHLB											
FHLB - MORGAN STANLEY SMITH BARNEY	11/30/2012	9/10/2013	0.15%	0.15%	5,000,000	4,999,980	4,999,812				
FHLB - CANTOR FITZGERALD	12/17/2012	9/13/2013	0.13%	0.13%	5,000,000	4,999,970	4,999,784				
<b>TOTAL FHLB</b>					<b>10,000,000</b>	<b>9,999,950</b>	<b>9,999,596</b>			<b>5.06%</b>	<b>25.00%</b>
FNMA - MORGAN STANLEY SMITH BARNEY	12/17/2012	10/23/2013	0.13%	0.13%	5,000,000	4,999,860	4,999,062				
<b>TOTAL FEDERAL INSTRUMENTALITIES</b>					<b>15,000,000</b>	<b>14,999,012</b>	<b>14,998,658</b>	<b>7.59%</b>	<b>100.00%</b>	<b>2.53%</b>	<b>25.00%</b>
<b>TOTAL SHORT TERM INVESTMENTS</b>					<b>92,561,506</b>	<b>92,560,443</b>	<b>92,559,335</b>	<b>46.86%</b>			
INTEREST RECEIVABLE AS OF:	8/31/2013							0.00%			
<b>TOTAL EQUITY IN SHORT TERM INVESTMENTS AS OF:</b>	<b>8/31/2013</b>						<b>92,559,335</b>	<b>46.86%</b>			
<b>TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:</b>	<b>8/31/2013</b>						<b>104,970,795</b>	<b>53.14%</b>			
<b>TOTAL EQUITY IN INVESTMENTS AS OF:</b>	<b>8/31/2013</b>						<b>197,530,130</b>	<b>100.00%</b>			

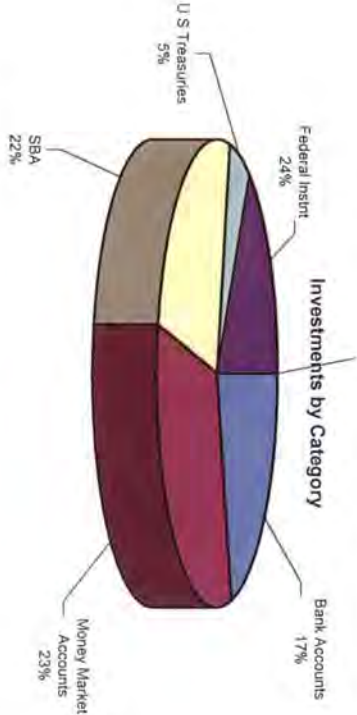


# ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SHORT TERM INVESTMENT PORTFOLIO REPORT

FISCAL YEAR 2012-2013  
August 31, 2013

Portfolio Balance:	\$92,559,335
Portfolio Yield:	0.14%
Current Month Earnings:	\$4,810
Year-to-Date Earnings:	\$149,941

## PORTFOLIO COMPOSITION DISTRIBUTION



Bank Accounts  
Money Market Accounts  
State Board of Administration  
U S Treasuries  
Federal Instrumentalities  
Certificates of Deposit

\$19,483,131	10%	n/a
\$29,942,021	15%	n/a
\$23,136,354	12%	n/a
\$4,999,171	3%	12
\$14,998,658	8%	19
\$0	0%	0

**\$92,559,335**      **100.00%**

## PORTFOLIO MATURITY DISTRIBUTION (Federal Instruments and CDs)

0-30 Days	31-90 Days	91-120 Days	121-180 Days	181-365 Days	Total
\$9,999,596	\$9,998,233	\$0	\$0	\$0	\$19,997,829

## PORTFOLIO COMPARISON TO BENCHMARK

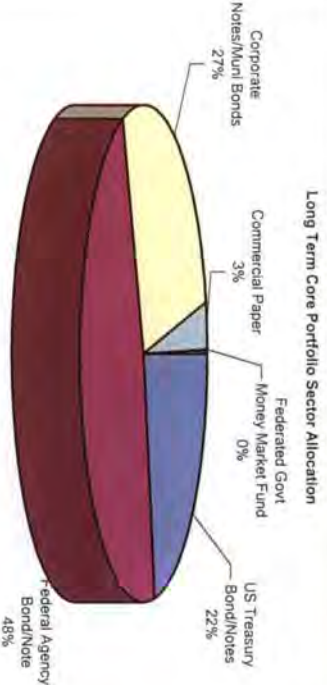
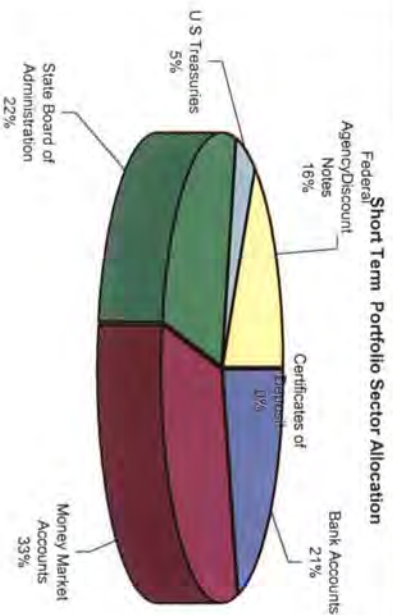
Portfolio Yield:	0.14%
S & P GIP Index 30 Day	0.03%

Weighted Avg  
Maturity  
(in days)



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**FISCAL YEAR 2012-2013**  
**August 31, 2013**

**PORTFOLIO COMPOSITION**



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):			
	Par Value	Market Value	Percent
Bank Accounts	\$ 19,483,131	\$ 19,483,131	21%
Money Market Accounts	29,942,021	29,942,021	32%
State Board of Administration	23,136,354	23,136,354	25%
U S Treasuries	5,000,000	4,999,925	5%
Federal Agency/Discount Notes	15,000,000	14,999,810	16%
Certificates of Deposit	-	-	0%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 92,561,506</b>	<b>\$ 92,561,241</b>	<b>100%</b>

**Short Term Portfolio Yield:**  
**Benchmark S&P GIP Index 30 Day:**

**0.14%** **YTD Earnings:** **149,941**  
**0.03%**

LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
U.S Treasury Bond/Notes	\$ 23,040,000	\$ 23,215,242	22%
Federal Agency Bond/Note	48,965,000	49,625,798	47%
Corporate Notes/Muni Bonds	27,905,000	28,700,663	27%
Commercial Paper	3,050,000	3,046,895	3%
Federated Govt Money Market Fund	397,332	397,332	0%
<b>Total Managed CORE Assets:</b>	<b>\$ 103,357,332</b>	<b>\$ 104,985,931</b>	<b>100%</b>

**CORE Portfolio Yield to Maturity at Cost:**  
**CORE Portfolio Yield to Maturity at Market:**  
**Benchmark Merrill Lynch 1-3 Yr Treasury Index:**  
**Benchmark Merrill Lynch 1-5 Yr Treasury Index:**

**1.07%** **YTD Earnings:** **\$ 1,541,700**  
**0.84%**  
**-0.091%**  
**-0.280%**

**Total Portfolio:** **\$ 195,918,838** **\$ 197,547,171**  
**Current Month Earnings:** **\$ 143,341**  
**Year to Date Earnings:** **\$ 1,691,640**



## Managed Account Issuer Summary

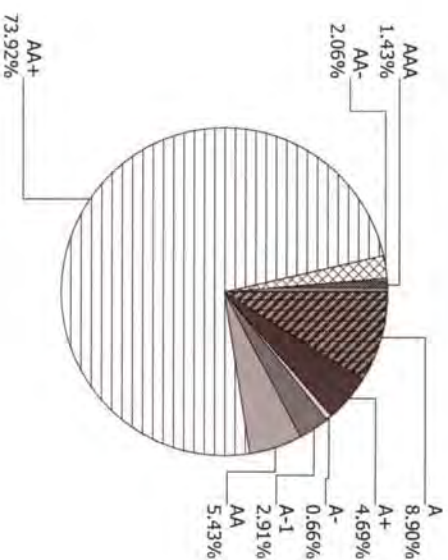
For the Month Ending August 31, 2013

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

### Issuer Summary

Issuer	Market Value of Holdings	Percent
ANHEUSER-BUSCH INBEV NV	2,003,194.00	1.91
APPLE INC	1,118,528.24	1.07
BANK OF NEW YORK	2,756,902.25	2.63
CALLEGUA WTR DIST, CA	1,491,255.00	1.43
CATERPILLAR INC	694,598.10	0.66
DEERE & COMPANY	2,509,477.25	2.40
FANNIE MAE	22,596,049.85	21.60
FREDDIE MAC	23,846,366.77	22.79
GENERAL ELECTRIC CO	3,258,147.10	3.11
JP MORGAN CHASE & CO	2,998,530.00	2.87
MCDONALD'S CORPORATION	1,103,344.00	1.05
MITSUBISHI UFJ FINANCIAL GROUP INC	3,047,715.55	2.91
PEPSICO, INC	694,767.50	0.66
STATE OF MICHIGAN	1,057,201.60	1.01
STATE OF PENNSYLVANIA	5,684,700.00	5.43
TOYOTA MOTOR CORP	1,094,544.00	1.05
UNITED STATES TREASURY	26,525,940.16	25.36
WELLS FARGO & COMPANY	2,151,861.90	2.06
<b>Total</b>	<b>\$104,633,123.27</b>	<b>100.00%</b>

### Credit Quality (S&P Ratings)



PFM Asset Management LLC





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-4969**

**Clerk & Comptroller's Report 10. 2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/16/2013

**Issue:** Accounts Receivable Write-Off

**From:** Doris Harris, Deputy Clerk to the Board

**Organization:** Clerk & Comptroller's Office

---

**Recommendation:**

**Recommendation Concerning Write-Off of Accounts Receivable**

That the Board adopt the Resolution authorizing the write-off of \$360 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

---

**Attachments**

**Accounts Receivable Write-Off**

---



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**TO:** Honorable Board of County Commissioners

**FROM:** Honorable Pam Childers

A handwritten signature in blue ink that reads "Pam Childers".

Clerk of the Circuit Court and Comptroller

**DATE:** September 9, 2013

**SUBJECT:** Write Off Accounts Receivables

## RECOMMENDATION:

That the Board adopt the Resolution authorizing the write off of **\$360.00** in returned checks and account receivables in various funds of the County that have been determined to be uncollectible bad debts.

## DISCUSSION:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs of returned checks and other receivables from various receivable accounts as detailed in the attached listing. All phases of the collection process have been attempted and have been determined to be uncollectible.

PC/nlp

Attachment

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2013 SEP -9 P 3:56  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS

**RESOLUTION R2013-**

**WHEREAS**, certain returned checks and other receivables totaling **\$360.00** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list and all return checks which meet the qualifications per State Statute §68.065 have been transferred to the State Attorney's Worthless Check Division.

**NOW THEREFORE**, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out his duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

**BE IT FURTHER RESOLVED**, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Gene M Valentino  
Chair

ATTEST:

HONORABLE PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Adopted:

# ATTACHMENT "A"



## INTER-OFFICE MEMORANDUM

**TO:** Honorable Pam Childers  
Clerk of the Circuit Court

**THRU:** Lorraine Hudson,  
Manager, Treasury/Payroll

**FROM:** Nikki Powell  
Accounting Operations Supervisor

**DATE:** September 9, 2013

**SUBJECT:** Returned Checks and Receivables Write-Off  
Ended 09/10/13

The following is a list of all outstanding returned checks greater than 120 days old (prior to May 13, 2013) and uncollectible receivables at September 10, 2013.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Briar Guitrau	12/07/2012	001	\$ 95.00
Kimberley Williams	04/12/2013	001	\$ 115.00
Stephen Howell	02/25/2013	406	\$ 93.00
Sylvia Azriel	04/02/2013	406	\$ 40.00
Kristin Manning	05/13/2013	352	\$ 17.00

<b>Total Checks</b>	<b>\$ 360.00</b>
---------------------	------------------

<b>Grand Total</b>	<b>\$ 360.00</b>
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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-4970**

**Clerk & Comptroller's Report 10. 3.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/16/2013

**Issue:** Minutes and Reports

**From:** Doris Harris, Deputy Clerk to the Board

**Organization:** Clerk & Comptroller's Office

---

**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. Approve the Minutes of the Regular Board Meeting held September 5, 2013; and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 5, 2013.

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**Attachments**

**September 5, 2013, Agenda Work Session Report**

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD SEPTEMBER 5, 2013  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:11 a.m. – 10:42 a.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2  
Commissioner Lumon J. May, Vice Chairman, District 3  
Commissioner Steven L. Barry, District 5  
Commissioner Wilson B. Robertson, District 1  
Commissioner Grover C. Robinson IV, District 4  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
George Touart, Interim County Administrator  
Alison Rogers, County Attorney  
Doris Harris, Deputy Clerk to the Board  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., September 5, 2013, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, and County Attorney Rogers reviewed the agenda cover sheet;
  - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, Interim Director, Development Services Department, reviewed the Growth Management Report;
  - D. Interim County Administrator Touart, County Attorney Rogers, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Larry M. Newsom, Assistant County Administrator, Amy Lovoy, Director, Management and Budget Services Department, and Joy D. Blackmon, P.E., Director, Public Works Department, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Robertson reviewed his add-on item.

REPORT OF THE AGENDA WORK SESSION – Continued

2. FOR INFORMATION: Interim County Administrator Touart and Amy Lovoy, Director, Management and Budget Services Department, provided an update on the Escambia County Jail transition.
3. FOR INFORMATION: Interim County Administrator Touart advised that the Board might need to schedule a Special Board Meeting to discuss the Emerald Coast Utilities Authority recycling issue.

SEPTEMBER 5, 2013

NAME

DEPARTMENT/AGENCY

1	BOB BETTS	Q+E MOSQUITO CONTROL
2	J Bragwell	BEG DI
3	<del>D. Simpson</del>	<del>Legal</del>
4	<del>Bob Bell</del>	<del>BCC</del>
5	W. Kerner	WEARTV
6	Mark Miller	PNJ
7	Ann Lacey	MOB
8	Michael Rhodes	Parks
9	Bill Pearson	PIO
10	BRANDI ZIGLAR	PIO
11	KATHLEEN DAUGH-CASTRO	PIO
12	Todd Thomas	PP
13	James G. Lee	Insurance Agent
14	Ron Ellington	Inn. Service
15	Matt Mooneyham	Esc. Cty. PW
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September 5, 2013

NAME

DEPARTMENT/AGENCY

1	EVAN HORTON	
2	Coby Brown	TRAFFIC
3	Donald Mingo	BID
4	LARRY COOPER	P/W
5	Michael Watts	Risk
6	DAVID WHEELER	FACILITIES MGT
7	Wes Moreno	P/W
8	Joy Blackmon	P/W
9	Dawn Musselwhite	IT
10	Greg Long	MBS
11	Chad Simmons	Purch
12	Jon Turner	HR
13	Mike Weaver	PS
14	Lynne Taylor	MOB
15	Andrew Edwards	SRJA
16	Steve Casey	S&E
17	Theresa D. Sisk	corporate
18	Marilyn Wesley	DCA
19	Pat Johnson	DSWM
20	Brend Schaefer	DSWM
21	Sandra Slay	E. Ent.
22	Deborah Franco	City Atty.
23	Kris Hill	"
24	Eddie Cooper	EED Natural Resources
25	Timothy Day	C&E
26	Randy Wickerham	NSF &
27	Clara Long	CRA
28	Allyson Cami	Dev Services
29	Theresa Jones	" "
30	Taylor Kirschenfeld	C&E

NAME

DEPARTMENT/AGENCY

1	Doris Harris	Clerk to the Board
2	Pam Childers	Clerk
3	GEO. TOWNS	CA
4	Judy Witterstetter	CAO
5	Gene M. Valentin	BCC - Esc.
6	Lemon Mary	BCC
7	Jim Clark	BCC
8	Steven Barry	BCC
9	Wilson Robinson	BCC
10	AB	City Atty
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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4914**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/16/2013

**Issue:** Schedule of Public Hearings

**From:** Horace Jones, Acting Department Director

**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

That the Board authorize the scheduling of the following Public Hearings:

Thursday, October 3, 2013

**A. 5:48 p.m. - A Public Hearing - Navy Federal Urban Service Area - USA-2013-01**

**B. 5:49 p.m. - A Public Hearing - Comprehensive Plan Family Conveyance - CPA-2013-02**

**C. 5:50 p.m. - A Public Hearing - LDC Ordinance - Family Conveyance**

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4896**

**County Administrator's Report 10. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/16/2013

**Issue:** Community Redevelopment Agency Meeting Minutes, August 20, 2013

**Organization:** Community & Environment

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 20, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the August 20, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

#### **BACKGROUND:**

On August 20, 2013, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

It is policy that all Board Minutes be approved by the CRA Board.

#### **IMPLEMENTATION/COORDINATION:**

There are no Implementation or Coordination tasks associated with this recommendation.

---

#### **Attachments**

CRA Board Minutes - August 20, 2013

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**MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
August 20, 2013  
8:45 a.m.**

---

**BOARD CHAMBERS, FIRST FLOOR,  
ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Chair Lumon J. May  
Vice Chair Gene M. Valentino  
Commissioner Wilson Robertson  
Commissioner Steven L. Barry

Absent: Commissioner Grover Robinson, IV

Staff Present: George Touart, Interim County  
Administrator  
Alison Rogers, County Attorney  
Carolyn Barbour, Administrative Assistant  
Clara Long, Division Manager  
Keith Wilkins, Department Director

Call to Order.

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

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Technical/Public Service**

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 25, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 25, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn

Barbour, Administrative Assistant.

**Vote: 4 - 0**

## **II. Budget/Finance**

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1280 Mahogany Mill Road #7 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1280 Mahogany Mill Road #7:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward R. Rankin, the owner of residential property located at 1280 Mahogany Mill Road #7, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,140, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for replacing the roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

**Vote: 4 - 0**

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 208 Brandywine Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 208 Brandywine Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Billy N. and Janice J. Crouch, the owners of residential property located at 208 Brandywine Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

**Vote: 4 - 0**

3      Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1202 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1202 Wilson Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward P. and Kirsten B. Germann, the owners of residential property located at 1202 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$832, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

**Vote: 4 - 0**

4      Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 15 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 15 Milton Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gloria J. McCluskey, the owner of residential property located at 15 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,900, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

**Vote: 4 - 0**

**III. Discussion/Information Items**

Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4905**

**County Administrator's Report 10. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/16/2013

**Issue:** Appointment to the Escambia County Mass Transit Advisory Committee

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the County Administrator's Appointee to the Escambia County Mass Transit Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning the County Administrator's appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

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

B. Reappoint Mary Bo Robinson for another four-year term, effective October 1, 2013, through September 30, 2017.

#### **BACKGROUND:**

Mary Bo Robinson's appointment will expire on September 30, 2013. She has expressed the desire to continue serving on the Escambia County Mass Transit Advisory Committee. Her Resume is provided for review.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires that all established committee appointments have Board approval.

#### **IMPLEMENTATION/COORDINATION:**

This appointment shall become effective upon approval by the Board.

---



## Attachments

Resume

---

***Mary Bo Robinson***

4090 Alken Road  
Pensacola, FL 32503  
(850) 436-4751  
[mary.robinson@wfrpc.org](mailto:mary.robinson@wfrpc.org)

**Objectives**

- Use my professional and personal experiences to support communities' efforts to promote and implement transportation alternatives to the single-occupant vehicle
- Integrate transportation planning into the overall planning process for land use, housing and economic development
- Contribute to the vitality and vibrancy of the community in which I live

**Qualifications**

- Provided staff services to three metropolitan planning organizations (MPOs)
- Administered numerous federal, state and local grant programs including those of the Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation
- Managed public transportation planning activities in seven counties in NW FL, transportation demand management program in ten counties in NW FL and public transit system, Bay Town Trolley, in Bay County, FL
- Coordinated efforts of citizens, elected officials and local government officials to plan and implement transportation options through projects such as the Long-Range Transportation Plans and Transit Development Plans for FL AL, Okaloosa-Walton, and Bay County Transportation Planning Organizations (or MPOs)
- Recruited, supervised and evaluated employees; currently have twenty-four staff members in two offices

**Education**

- M.P.A. (Masters of Public Administration), 1986; University of West Florida, Pensacola, FL. G.P.A. 3.5
- B.A. Degree, 1978; University of Northern Colorado, Greeley, CO. Majors in Special Education – Hearing Impaired and Elementary Education. Cumulative G.P. A. 3.43 Dean's Honor Roll
- Elected to Pi Alpha Alpha Public Administration Honors Society
- Commuter Choice Certificate, University of South Florida Center for Urban Transportation Research, Tampa, FL. Completed December 2005

**Work Experience**

- May 2008 - Present; Director of Transportation Planning, West Florida Regional Planning Council as staff to the Florida-Alabama, Okaloosa-Walton and Bay County Transportation Planning Organizations
- February 2008 – May 2008; Interim Co-Director of Transportation Planning, West Florida Regional Planning Council
- May 1990 – February 2008; Senior Transportation Planner, West Florida Regional Planning Council
- November 1987 – May 1990; Transportation Planner, West Florida Regional Planning Council
- June 1986 – November 1987; Regional Planner, West Florida Regional Planning Council
- August 1978 – June 1986; Special Education Teacher, Escambia County, Florida School District
- March 1978 – June 1978; Sign Language Interpreter, Adams County, Colorado School District

***Mary Bo Robinson***

4090 Alken Road

Pensacola, FL 32503

(850) 436-4751

[mary.robinson@wfrpc.org](mailto:mary.robinson@wfrpc.org)

**Other Experience and Qualifications**

- Florida Metropolitan Planning Organization Advisory Council Member
- Florida Public Transportation Association Board Member
- Member of Association for Commuter Transportation
- Former Member of American Planning Association
- Florida Commission for the Transportation Disadvantaged Planning Agency of the Year staff award 1995
- Florida Transit Planning Network Land Use and Intergovernmental subcommittee chair
- Completion of numerous classes offered through the Federal Transit Administration, Florida Department of Transportation and various other agencies and professional organizations

**References Attached**

**Mary Bo Robinson**  
4090 Aiken Road  
Pensacola, FL 32503  
(850) 436-4751  
mary.Robinson@wfrpc.org

#### References

Jim DeVries, Manager  
Pensacola Urban Office  
Florida Department of Transportation  
6025 Old Bagdad Highway  
Milton, FL 32583  
(850) 981-2754  
jim.devries@dot.state.fl.us

Elizabeth Stutts, Grants Administrator  
Florida Department of Transportation  
605 Suwannee Street, MS 26  
Tallahassee, FL 32399  
(850) 488-7774  
elizabeth.stutts@dot.state.fl.us

William P. Morris, Senior Research Associate  
Center for Urban Transportation Research  
University of South Florida  
4202 E. Fowler Ave. CUT 100  
Tampa, FL 33620-5350  
(813) 974-5168  
wpmorris@cutr.eng.usf.edu

Joel Paul, Executive Director  
Tri-County Community Council  
P. O. Box 1210  
Bonifay, FL 32425  
(850) 547-3689  
tricitycountys@digitalexp.com



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4817**

**County Administrator's Report 10. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/16/2013

**Issue:** Solid Waste Management - Request for Disposition of Property

**From:** Pat Johnson

**Organization:** Solid Waste

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Request for Disposition of Property Form for the Solid Waste Management Department for property, which is described and listed on the Disposition Form, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that the items be auctioned as surplus or properly disposed of.

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

#### **BUDGETARY IMPACT:**

Possible recoup of funds if/when property goes to auction.

#### **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 II, Procedures for Disposition of County Property.

#### **IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Dispositoin of County Property policies of the BCC.

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### **Attachments**

Disposition Form 09\_16\_2013

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**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Solid Waste

COST CENTER NO: 230314 & 230306

Susan Holt

DATE: 8/14/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Susan R. Holt

Phone No:

595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	48548	2000 Ford F150 4x4	1FTRF18W0YNB64898	F150	2000	Fair
N	49196	2001 Ford Explorer	1FMZU83P91ZA61097	Explorer	2001	Fair

Disposal Comments: Auction - Replaced by New Equipment

FLEET MANAGER

Dennis Rigby

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Date: 8/14/13 Fleet Manager Signature

Dennis Rigby

TO: County Administration

Date:

FROM: Escambia County Bureau

Director (Signature):

Patrick J. Johnson 8/15/13

Director (Print Name):

Patrick Johnson

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

Date:

George Touart

George Touart

Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, 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. rev. bj 05-15-13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4892

County Administrator's Report 10. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/16/2013

Issue: Court Administration - Requests for Disposition of Property

From: Will Moore, Admin Services Manager

Organization: Court Administration

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for Trial Court Administration - Will Moore, Trial Court Administration's Administrative Services Manager

That the Board approve the Request for Disposition of Property Form for Trial Court Administration for property described and listed on the Disposition Form. Property numbers included are as follows: 49378, 49380, 49381, and 49980.

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus, lost or obsolete equipment. After diligent search, the equipment listed on the Request for Disposition of Property Form could not be located. In the event the items are found at a later date, they will be re-instated.

#### **BUDGETARY IMPACT:**

N/A

#### **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 II, Procedures for Disposition of County Property.

#### **IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Request for Disposition of Property Form will be filed with the Board's minutes.



## Property Disposition

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4904

County Administrator's Report 10. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/16/2013

Issue: Disposition Of Property for Information Technology Department

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the two Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

#### **IMPLEMENTATION/COORDINATION:**

Upon approval by the Board and document execution, the Information Technology Deartment will remove the property tags and return the tags and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment form the Information Technology Department's inventory.

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**Attachments**

request for disposition

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**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department  
FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 8/29/2013  
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_ Phone No: 595-4993

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

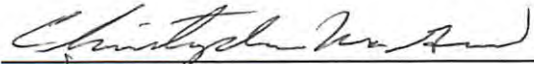
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57793	Longitude Laptop Computer	SY7111603838	713r	2008	BAD
Y	58134	Dell Precision Laptop Computer	1BGSB1	470	2008	BAD
Y	58191	Dell Latitude Laptop Computer	G9073B1	D610	2008	BAD
Y	58993	Lexmark copier/printer	35(583K	XS463DE	2011	BAD
Y	52969	Dell Latitude Laptop Computer	B2LCQ41	D505	2004	BAD
Y	49191	Baystack	SSGLKK07R3	350 24 port	2007	BAD

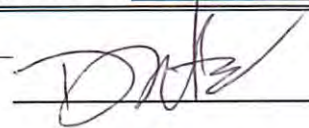
Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw  
Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/29/2013 Information Technology Technician Signature: 

TO: County Administration Date: 8/29/2013  
FROM: Escambia County Department Director (Signature): 

Director (Print Name): David Musselwhite

RECOMMENDATION: Date: 8/30/13  
TO: Board of County Commissioners  
FROM: County Administration  
  
George Touart  
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
Pam Childers, 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. rev. sh 07.11.12

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology

COST CENTER NO: 270110

David Musselwhite

DATE: 8/29/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Phone No: 595-4993

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53124	Baystack	SACC0802C6	380-24T	2004	BAD
Y	49701	Tape Drive	10-U0231	B50	2001	BAD
Y	51673	Dell Latitude Laptop Computer	627JC21	C640	2003	BAD
Y	53537	Dell Latitude Laptop Computer	9N12461	D600	2004	BAD
Y	54562	Dell Optiplex Desktop Computer	8KW8N81	SX280	2005	BAD
Y	55735	Dell Latitude Laptop Computer	J3F4KC1	D520	2007	BAD

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/29/2013

Information Technology Technician Signature:

*Christopher McGraw*

TO: County Administration

Date: 8/29/2013

FROM: Escambia County Department Director (Signature):

*David Musselwhite*

Director (Print Name):

David Musselwhite

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

Date:

8-30-13  
*George Touart*

George Touart

Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, 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.

rev. sh 07.11.12



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4927**

**County Administrator's Report 10. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/16/2013

**Issue:** Property Disposal/Health Department

**From:** John J. Lanza, MD, PhD, MPH, FAAP, Director

**Organization:** Florida Dept. of Health in Esc. Co.

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County and declare surplus and authorize the disposition of all the assets described in the listing provided. All of the assets listed are County assets held and utilized by the Florida Department of Health in Escambia County and have been found to be of no further usefulness to the County. It is requested that the items be auctioned as surplus or properly disposed of.

#### **BACKGROUND:**

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

#### **BUDGETARY IMPACT:**

N/A

#### **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 II, Procedures for Disposition of County Property.

#### **IMPLEMENTATION/COORDINATION:**

Items have minimal residual value. Recommend that items be picked up for recycling or auction.

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### **Attachments**

Property Disposition

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**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Florida Department of Health in Escambia County COST CENTER NO: \_\_\_\_\_

Linda B. Moyer DATE: 3-Sep-13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: (850) 595-6551

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached list				

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC  
\_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 9.3.13 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 09-02-13

FROM: Escambia County Bureau Director (Signature): [Signature]

Director (Print Name): John J. Lanza, MD, PhD, MPH, FAAP, Director DOH-Escambia

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

Date: 9-3-13

[Signature]

George Tourant  
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, 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. rev. bj 05-15-13

## Florida Department of Health in Escambia County

## County Property Available for Surplus - September 2013

DATE RECEIVED	ECHD PROP #	COUNTY PROP #	ITEM	MANUFACTURER	MODEL NO	SERIAL NO	ORG CODE	PO#	COST	COMMENTS
7/1/2000	006114	49247	SWITCH	NORTEL	AL2012A14	4J0-24T			1,634.47	good
5/4/2001	006198	50221	COMPUTER	DELL	PRECISION 330	2N5HK01		BB3433	2,549.00	good
5/4/2001	006220	50238	COMPUTER	DELL	PRECISION 330	2JKFK01		BB3433	2,539.00	good
6/19/2001	006335	50170	LAPTOP	DELL	LATITUDE C800	GY1PM01			2,838.00	good
9/20/2002	006700	51355	LAPTOP	DELL	LATITUDE C840	J8JRV11		BG1174	3,690.90	good
3/22/2004	008112	56158	COMPUTER	DELL	GX270	DRBG351	99-529	BB6398	1,274.78	good
5/5/2005	008350	56187	COMPUTER	DELL	GX280	JN8CH71	99-529	BB6398	1,080.80	good
9/12/2005	008864	56181	COMPUTER	DELL	GX620	2QXOT91		282389	1,268.88	good
10/3/2005	008510	56212	COMPUTER	DELL	GX620	BM23H81			1,210.58	good
2/24/2006	008612	56291	COMPUTER	DELL	GX620	9S9QZ81			1,301.24	good
3/1/2006	008598	56278	COMPUTER	DELL	GX620	FS9QZ81	44-234 DK	159840	1,210.58	good
5/19/2006	008794	56257	COMPUTER	DELL	GX620	9T9QZ81			1,301.24	good
8/17/2006	008792	56230	COMPUTER	DELL	GX620	2S9QZ81			1,301.24	good
8/22/2006	008896	56106	COMPUTER	DELL	GX620	5T4LS91			1,301.24	good
8/22/2006	008788	56237	COMPUTER	DELL	GX620	HP9QZ81			1,301.24	good
10/1/2006	008751	56218	COMPUTER	DELL	GX620	5T9QZ81			1,210.58	good
10/1/2006	008456	56277	COMPUTER	DELL	GX620	4J52H81	44-234 DK	159840	1,210.58	good
10/1/2006	008618	56312	COMPUTER	DELL	GX620	8T9QZ81			1,210.58	good
10/1/2006	008772	56315	COMPUTER	DELL	GX620	75YCS91	03-400	249555	1,301.21	good
10/24/2006	008868	56148	COMPUTER	DELL	GX620	5CFXS91			1,210.58	good
3/2/2007	008972	56119	COMPUTER	DELL	GX620	GTGTHC1	34-103 AP	395648	1,080.80	good
5/16/2007	008995	56133	COMPUTER	DELL	OPTIPLEX 745	JBWFCY1	12-000 ZR	469749	1,080.80	good
5/31/2007	009072	56098	COMPUTER	DELL	OPTIPLEX 745	275BZC1	36-231 DK	478568	1,080.80	good
5/31/2007	009032	56139	COMPUTER	DELL	OPTIPLEX 745	D75BZC1	69-116 PA	478568	1,080.80	good
5/31/2007	009068	56207	COMPUTER	DELL	OPTIPLEX 745	B55BZC1	20-200 DK	478568	1,080.80	good
5/31/2007	009018	56318	COMPUTER	DELL	OPTIPLEX 745	F85BZC1	69-116 PA	478568	1,080.80	good
5/31/2007	009002	56326	COMPUTER	DELL	OPTIPLEX 745	G35BZC1	69-116 PA	478568	1,080.80	good
1/10/2008	009906	56967	COMPUTER	DELL	OPTIPLEX 755	GW85GF1	69-116 PA	478568	1,080.80	good
1/10/2008	009120	56968	COMPUTER	DELL	OPTIPLEX 755	1W85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009122	56969	COMPUTER	DELL	OPTIPLEX 755	BX85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009124	56970	COMPUTER	DELL	OPTIPLEX 755	DT85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009126	56971	COMPUTER	DELL	OPTIPLEX 755	7V85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009904	56974	COMPUTER	DELL	OPTIPLEX 755	3500GF1	69-116 PA	478568	1,080.80	good
1/10/2008	009134	56975	COMPUTER	DELL	OPTIPLEX 755	9400GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009908	56976	COMPUTER	DELL	OPTIPLEX 755	B400GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009910	56977	COMPUTER	DELL	OPTIPLEX 755	C400GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009140	56978	COMPUTER	DELL	OPTIPLEX 755	D400GF1	69-116 PA	478568	1,080.80	good
1/10/2008	009912	56979	COMPUTER	DELL	OPTIPLEX 755	G400GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009144	56980	COMPUTER	DELL	OPTIPLEX 755	F400GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009168	56981	COMPUTER	DELL	OPTIPLEX 755	2V85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009170	56982	COMPUTER	DELL	OPTIPLEX 755	2X85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009172	56983	COMPUTER	DELL	OPTIPLEX 755	4W85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009174	56984	COMPUTER	DELL	OPTIPLEX 755	5V85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009176	56985	COMPUTER	DELL	OPTIPLEX 755	5X85GF1	69-116 PA	478568	1,080.80	good
1/10/2008	009178	56986	COMPUTER	DELL	OPTIPLEX 755	6W85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009180	56987	COMPUTER	DELL	OPTIPLEX 755	BV85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009182	56988	COMPUTER	DELL	OPTIPLEX 755	JW85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009902	56989	COMPUTER	DELL	OPTIPLEX 755	8W85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009186	56990	COMPUTER	DELL	GX620	CW85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009184	56991	COMPUTER	DELL	OPTIPLEX 755	FV85GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009900	56992	COMPUTER	DELL	OPTIPLEX 755	J400GF1	44-234 DK	DO775136	1,200.70	good
1/10/2008	009914	56993	COMPUTER	DELL	OPTIPLEX 755	H400GF1	44-234 DK	DO775136	1,200.70	good



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4895**

**County Administrator's Report 10. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/16/2013

**Issue:** Escambia County Commission Official Status as Community Transportation Coordinator

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Escambia County Commission Official Status as Community Transportation Coordinator - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Escambia County Commission requesting that the Florida Commission for the Transportation Disadvantaged (CTD) officially establish the Escambia County Commission as the Community Transportation Coordinator (CTC) for Escambia County:

- A. Authorize the Chairman to send a Letter of Request to the Florida-Alabama Transportation Planning Organization (TPO) Chairman, asking that the Escambia County Commission be officially established as the CTC for Escambia County beginning July 1, 2014, through June 30, 2019, and asking that this issue be placed on the next TPO Agenda;
- B. Authorize Transportation and Traffic Operations staff to pursue this action, once the former action has been concluded including, but not limited to, obtaining Letters of Endorsement from the Escambia County Transportation Disadvantaged Coordinating Board and from the TPO, meeting with the TPO, and drafting a Request for Proposal for an operator of the CTC (Medicaid and non-sponsored) service; and
- C. Authorize Transportation and Traffic Operations staff to bring these documents and any other documents related to this Project to the Board for approval at a future date, in order to complete the requirements for the Board to be recognized as the CTC, in accordance with Chapter 427, Florida Statutes.

#### **BACKGROUND:**

In May 2013, the Interim County Administrator received a letter from the Escambia County Transportation Disadvantaged Coordinating Board, which was sent to 'ascertain the county's interest in becoming the single designated Community Transportation Coordinator (CTC) for Escambia County.'

In June 2013, Interim County Administrator George Touart replied in the affirmative, and the

Transportation and Traffic Operations staff of the Public Works Department has been working towards this goal.

Because the transition would create greater oversight and accountability of the subcontracted operators of the paratransit services in Escambia County, it would be in the best interests of the citizens of Escambia County for the Escambia County BOCC to apply with the Florida Commission for Transportation Disadvantaged to officially become the CTC for Escambia County on July 1, 2014.

**BUDGETARY IMPACT:**

There is no Budgetary Impact at this time.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Escambia County Attorney's office will review as to form and legal content.

**PERSONNEL:**

Upon approval of this Recommendation, Transportation and Traffic Operations staff will continue to pursue any actions required to have the Escambia County BOCC officially designated as Community Transportation Coordinator.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with Escambia County, Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this Recommendation, Transportation and Traffic Operations staff will continue to pursue any actions required to have the Escambia County BOCC officially designated as Community Transportation Coordinator.

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**Attachments**

ECTDCB Letter to Mr Touart

Letter from Mr Touart to ECTDCB

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# **ESCAMBIA COUNTY**

## **TRANSPORTATION DISADVANTAGED COORDINATING BOARD**

P.O. BOX 11339, Pensacola, Florida 32524-1399 (850) 332-7976  
4081 E. Olive Road, Suite A, Pensacola FL 32514 FAX 637-1923 1-800-226-8914  
Web Site: [www.wfrpc.org](http://www.wfrpc.org)

Lumon May  
Chairperson

Staff to the Board:  
Florida-Alabama Transportation Planning Organization

Larry Vickrey  
Vice-Chairperson

May 24, 2013

Mr. George Touart  
Escambia County Administrator  
P.O. Box 1591  
Pensacola, FL 32591

Dear Mr. Touart:

This letter is to ascertain the county's interest in becoming the single designated Community Transportation Coordinator (CTC) for Escambia County.

The Escambia County Transportation Disadvantaged Coordinating Board, which is staffed by the Florida-Alabama Transportation Planning Organization, advises and guides the CTC for Escambia County. The Florida-Alabama Transportation Planning Organization endorses the decisions of the Board, and the Florida Commission for the Transportation Disadvantaged has approval authority, including executing the Memorandum of Agreement directly with the CTC. Currently the County provides \$36,000 annually in matching funds to support the system.

The current CTC, Pensacola Bay Transportation, has provided this service since December 1, 2003 and will continue in this role through June 30, 2014. As required, the Transportation Planning Organization staff is ready to begin a competitive bid process for services July 1, 2014 through June 30, 2019. The county has the right to assume the CTC function without a competitive process, if the county is willing and able. Prior to initiating the competitive procurement process, the Florida-Alabama Transportation Planning Organization would like to ascertain if the county has any interest in assuming this function.

For more information on Community Transportation and the role of the CTC, please contact Ms. Julia Pearsall, Florida-Alabama Transportation Organization staff, at 332-7976, extension 231 or by email at [Julia.Pearsall@wfrpc.org](mailto:Julia.Pearsall@wfrpc.org). Please notify Ms. Pearsall if the county is interested by July 19, 2013.

Thank you for your assistance.

Sincerely,

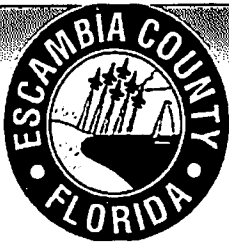


Julia Pearsall, Transportation Planner

Copy:

Escambia County Commissioner Lumon May  
Lane Lynchard, FL-AL Transportation Planning Organization Chair





Board of County Commissioners • Escambia County, Florida

George Touart  
Interim County Administrator

June 10, 2013

Transportation Disadvantaged Coordinating Board  
Staff to the Board: Florida-Alabama Transportation Planning Organization  
Attn: Ms. Julia Pearsall, Transportation Planner  
Post Office Box 11339  
Pensacola, Florida 32524-1399

RE: Community Transportation Coordinator for Escambia County

Dear Ms. Pearsall:

Escambia County is in receipt of your letter dated May 24, 2013, soliciting the County's interest in becoming the single designated Community Transportation Coordinator (CTC) for Escambia County.

I am pleased to inform you that Escambia County is extremely interested in this opportunity.

Please let us know the next steps that need to be taken in order for Escambia County to assume the role of the CTC. You may coordinate with Colby Brown in our Traffic and Transportation Department at (850) 595-3420.

If I can be of further service for this project, please do not hesitate to contact me.

Sincerely,

George Touart  
Interim County Administrator

cc: Escambia County Commissioner Lumon May (Chairman, TDC)  
Lane Lynchard, FL-AL Transportation Planning Organization Chair  
Larry Newsom, Assistant County Administrator  
Joy D. Blackmon, P.E., Public Works Department Director  
Colby S. Brown, P.E., Program Director, Transportation & Traffic Operations  
Herold Humphrey, Acting General Manager, ECAT



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4901

County Administrator's Report 10. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 11 Aster Street

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 11 Aster Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 11 Aster Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Caramia Rosado, the owner of residential property located at 11 Aster Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,207, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On September 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Caramia Rosado. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Residential Rehab 11 Aster Street

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Caramia Rosado, (the "Recipient"), owner of residential property located at 11 Aster Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,207**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,207**, which shall be comprised of a cash contribution of **\$1,207**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **September 2013**, and the Project shall be complete on or before the **16th** day of **December 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**

Caramia Rosado  
11 Aster Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Richard Arlt  
Date: 8/21/13

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

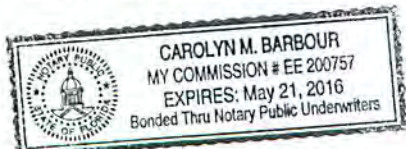
(SEAL)

For Recipient:

Caramia Rosado  
**Caramia Rosado, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of August, 2013 by Caramia Rosado, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M Barbour  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Caramia Rosado**

**Property Address: 11 Aster Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitation Sewer Connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name(s)  
Caramia Rosado**

**Address of Property  
11 Aster Street,  
Pensacola, FL 32507**

**Property Reference No.  
50-2S-30-5010-017-020**

**Total Amount of Lien**

**\$1,207**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Caramia Rosado

Caramia Rosado, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of August, 2013 by Caramia Rosado, Property Owner. She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour

Signature of Notary Public

Carolyn M. Barbour

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: K. H. / Act  
Date: 8/21/13



**Sanitation Sewer Connection**

**11 Aster St – Caramia Rosado**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4897

County Administrator's Report 10. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 209 Henry Street

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 209 Henry Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 209 Henry Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daniel J. Hammer, the owner of residential property located at 209 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On September 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Daniel J. Hammer. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Res Rehab 209 Henry Street

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Daniel J. Hammer, (the "Recipient"), owner of residential property located at 209 Henry Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,275, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,275, which shall be comprised of a cash contribution of \$1,275.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 16<sup>th</sup> day of September 2013, and the Project shall be complete on or before the 16<sup>th</sup> day of December 2013, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, CRA Division Manager  
Community & Environment Department  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Daniel J. Hammer  
209 Henry Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: Kalvalaca  
Date: 8/7/13

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

[Signature]  
**Daniel J. Hammer, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of August, 2013 by **Daniel J. Hammer**, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FLIC #560... 70.0 as identification.



[Signature]  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Daniel J. Hammer**

Property Address: **209 Henry Street, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Daniel J. Hammer**

Address of Property  
**209 Henry Street**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5012-009-032**

**Total Amount of Lien**

**\$1,275**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]  
Daniel J. Hammer, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2013 by Daniel J. Hammer, Property Owner. He (☐) is personally known to me or (☒) has produced FLC 2H560... 70... 0 as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public

Clara F. Long  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Clara Long, CRA Division Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/7/13



**Sanitary Sewer Connection**  
**209 Henry St – Daniel Hammer**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4902**

**County Administrator's Report 10. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 302 Jamison Street

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 302 Jamison Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 302 Jamison Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and C. Jane Knowles, the owner of residential property located at 302 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,200, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On September 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and C. Jane Knowles. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Res Rehab Grant Documents 302 Jamison Street

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and C Jane Knowles, (the "Recipient"), owner of residential property located at 302 Jamison Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,200**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,200**, which shall be comprised of a cash contribution of **\$3,200**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **September 2013**, and the Project shall be complete on or before the **16th** day of **December 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.



7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**

C Jane Knowles  
302 Jamison Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Kellie ACH  
Date: 8/22/13

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

C Jane Knowles, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of August, 2013 by C Jane Knowles, Property Owner. She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour

Signature of Notary Public

Carolyn M. Barbour

Printed Name of Notary Public



## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): C Jane Knowles**

**Property Address: 302 Jamison Street, Pensacola, Florida, 32507**

**The "Project" includes the following improvement to the above referenced property:**

**Sanitation Sewer Connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name(s)**  
**C Jane Knowles**

**Address of Property**  
**302 Jamison Street,**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5015-038-001**

**Total Amount of Lien**

**\$3,200**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

C Jane Knowles, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2013 by C Jane Knowles, Property Owner. She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour  
Signature of Notary Public

Carolyn M. Barbour  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: K. H. Alach  
Date: 8/22/13



**Sanitation Sewer Connection**  
**302 Jamison St– C Jane Knowles**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4900**

**County Administrator's Report 10. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 803 Rue Max Street

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 803 Rue Max Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 803 Rue Max Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and James G. Cantrell, the owner of residential property located at 803 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,365, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On August 20, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and James G. Cantrell. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Residential Rehab 803 Rue Mas

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and James G. Cantrell, (the "Recipient"), owner of residential property located at 803 Rue Max Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,365**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,365**, which shall be comprised of a cash contribution of **\$1,365**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16<sup>th</sup>** day of **September 2013**, and the Project shall be complete on or before the **16<sup>th</sup>** day of **December 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.



14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**

James G. Cantrell  
803 Rue Max Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: Kellie H. A. H.  
Date: 8/22/13

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient: James G. Cantrell  
**James G. Cantrell, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of August, 2013 by James G. Cantrell, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M. Barbour  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): James G. Cantrell**

**Property Address: 803 Rue Max Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitation Sewer Connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name(s)**  
**James G. Cantrell**

**Address of Property**  
**803 Rue Max Street,**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5012-090-025**

**Total Amount of Lien**

**\$1,365**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

James G. Cantrell  
James G. Cantrell, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2013 by James G. Cantrell, Property Owner. He (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M. Barbour  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: K. H. [Signature]  
Date: 8/25/13





**Sanitation Sewer Connection**  
**803 Rue Max Ave– James Cantrell**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4898

County Administrator's Report 10. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 3306 West La Rua Street

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3306 West La Rua Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 3306 West La Rua Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kent D. Lowman, the owner of residential property located at 3306 West La Rua Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$2,245 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, to replace the roof; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On September 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Kent D. Lowman. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Res Rehab 3306 West La Rua

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kent D. Lowman, (the "Recipient"), owner of residential property located at 3306 West La Rua Street, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,245**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,245**, which shall be comprised of a cash contribution of **\$2,245**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16<sup>th</sup>** day of **September 2013**, and the Project shall be complete on or before the **16<sup>th</sup>** day of **December 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Kent D. Lowman  
3306 West La Rua Street  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency:

By/Title:

Date:

For: **Board of County Commissioners of  
Escambia County**

By:

**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

Kent D. Lowman  
**Kent D. Lowman, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2013 by **Kent D. Lowman**, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M. Barbour  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Kent D. Lowman**

**Property Address: 3306 West La Rua Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**Replace the roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Kent D. Lowman</u></b>	<b><u>3306 West La Rua Street,</u></b> <b><u>Pensacola, FL 32505</u></b>	<b><u>33-2S-30-3302-007-001</u></b>

<b>Total Amount of Lien</b>	<b><u>\$2,245</u></b>
-----------------------------	-----------------------

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kent D. Lowman  
Kent D. Lowman, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2013 by **Kent D. Lowman**, Property Owner. He (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

C. M. Barbour  
Signature of Notary Public

Carolyn M. Barbour  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kristina  
Date: 8/20/13



## **Roof Replacement**

**3306 W. La Rua St – Kent Lowman**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4899

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 300 1/2 Jamison Street

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 300 1/2 Jamison Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 16, 2013, 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 Program Funding and Lien Agreements for the property located at 300 1/2 Jamison Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Karen M. Lynn, the owner of residential property located at 300 1/2 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,150 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to connect to sanitary sewer; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On September 16 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Karen M. Lynn. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Residential Rehab 300 1/2 Jamison Street

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Karen M. Lynn, (the "Recipient"), owner of residential property located at 300 ½ Jamison Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,150, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,150, which shall be comprised of a cash contribution of \$1,150.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 16<sup>th</sup> day of September 2013, and the Project shall be complete on or before the 16<sup>th</sup> day of December 2013, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Karen M. Lynn  
300 ½ Jamison Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, 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.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 5/22/13

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

[Signature]  
**Karen M. Lynn, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2013 by Karen M. Lynn, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced Florida Driver License as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public

Carolyn M. Barbour  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Karen M. Lynn**

**Property Address: 300 ½ Jamison Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitation Sewer Connection.**



**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name(s)  
Karen M. Lynn**

**Address of Property  
300 ½ Jamison Street,  
Pensacola, FL 32507**

**Property Reference No.  
50-2S-30-5015-039-001**

**Total Amount of Lien**

**\$1,150**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Karen M. Lynn  
Karen M. Lynn, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2013 by Karen M. Lynn, Property Owner. She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M. Barbour  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Zakkiyyah Osuigwe  
Date: 8/22/13



**Sanitary sewer connection**

**300 ½ Jamison St – Karen M. Lynn**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4778

County Administrator's Report 10. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: 2013/2014 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the 2013/2014 Fiscal Year Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2013/2014 Fiscal Year Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the REAP Agreement with the COA, in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2013/2014 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and any related documents necessary to implement the Project.

[Funding: Fund 129, CDBG, Cost Center to be assigned]

#### **BACKGROUND:**

The Board has consistently approved entering an annual Community Development Block Grant (CDBG) funded Agreement with the Council on Aging for the Rural Elderly Assistance Program since 1990. The Board approved the 2013 Escambia Consortium Annual Plan on July 11, 2013, which includes funding for the REAP in the amount of \$47,000 for the period October 1, 2013–September 30, 2014 (Exhibit I). As a public service activity operated by the Council on Aging of West Florida, Inc. (COA), REAP provides varied social, recreational and supportive services to the elderly in the communities of Cantonment, McDavid, Century, Davisville, and Byrnesville. The project serves the rural elderly primarily within Census Tracts 35.02, 38, 39 and 40, specifically the lower income communities denoted above. As in the past, funds will support the cost for the Rural Services Coordinator and Social Workers (including fringe), and related direct program support services. The 2013/2014 Agreement (Exhibit II) includes funding in the amount of \$47,000 as outlined in the 2013 Escambia Consortium Annual Plan.

#### **BUDGETARY IMPACT:**

The \$47,000 in CDBG Program funding will be included in the County's FY 2014 budget in Fund 129/CDBG. This recommendation is contingent upon the award of the CDBG funds by HUD.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

No County personnel will be required for the project. The Rural Services Coordinator and Social Workers are employees under the supervision of the COA and are governed by COA personnel rules and regulations.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Formal CDBG agreements are required for sponsoring agencies and such agreements must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

All implementation tasks will be handled by Neighborhood Enterprise Foundation, Inc. (NEFI) in coordination with the COA. After execution, all Agreement compliance matters will be managed by NEFI including review of cost reimbursement requests and required project level monitoring. All project costs are reviewed in detail for eligibility and reimbursed monthly through CDBG Program funding, based upon submission of expense documentation by COA. The COA has been advised of the date and time of the Board meeting during which this Agreement will be presented for approval.

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**Attachments**

Exhibit I

Exhibit II

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## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA – Continued

#### 1-18. Approval of Various Consent Agenda Items – Continued

10. Continued...

D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept, the *Public Road and Right-of-Way Easement* as of the day of delivery of the *Public Road and Right-of-Way Easement* to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

11. Adopting the Resolution (*R2013-76*) approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of \$148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at <http://www.myescambi.com> [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):

A. Approving the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

## RURAL ELDERLY ASSISTANCE PROGRAM AGREEMENT

**THIS AGREEMENT** is made and entered into this 16th day of September, **2013** by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **COUNCIL ON AGING OF WEST FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida", hereinafter referred to as the "Recipient", for the sole purpose of administering the Rural Elderly Assistance Program, hereinafter referred to as the "Project".

### WITNESSETH

**WHEREAS**, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

**WHEREAS**, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

**WHEREAS**, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant;

**WHEREAS**, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

### ARTICLE I

#### Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI", as designated agent for Escambia County. For contract coordination purposes the designated contract manager is Randy Wilkerson, Executive Director, NEFI, P. O. Box 18178, Pensacola, Florida 32523-8178, (850) 458-0466.

### ARTICLE II

#### Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide transportation services for the elderly in the Cantonment, Century, Davisville, and McDavid areas, and provide for a Rural Services Director to expand and develop services for the rural elderly, and other identified Project staffing and support costs as may be required and mutually approved by the parties to this Agreement. The Project is approved in the **2013** Escambia Consortium Action Plan, as approved by the Board of County Commissioners on July 11, 2013.



## ARTICLE III

### Funding

The County agrees to pay an amount not to exceed **\$47,000** solely from available Community Development Block Grant funds to be used for 1) Rural Services Outreach (identifying and assisting elderly citizens in the rural areas of Escambia County), 2) Case Management (performing comprehensive assessment of elderly citizens applying for services in order to match them with the appropriate agency and/or service which can meet their needs, and 3) Rural Services Coordinator (coordinating all Council on Aging activities in rural Escambia County; including senior centers in Century and Cantonment, emergency food distribution, special programs for disabled seniors, transportation, etc).

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

## ARTICLE IV

### Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 10th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

## ARTICLE V

### Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

## ARTICLE VI

### Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October, 2013** and shall terminate on **September 30, 2014** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 24 CFR Part 85.43 and/or 85.44, as applicable.

## ARTICLE VII

### Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

## ARTICLE VIII

### Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

## ARTICLE IX

### Civil Rights and Anti-Discrimination

9. The Recipient agrees 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 its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 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, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient 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 Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

## **ARTICLE X**

### Housing and Urban Development Act of 1968 Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

## **ARTICLE XI**

### Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

## **ARTICLE XII**

### Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR 570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

## **ARTICLE XIII**

### Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR Part 570.502 and shall comply with the requirements of OMB

Circular A-122 "Cost Principles for Non Profit Organizations," and any amendments or revisions to said regulatory provisions or circulars as may be promulgated by the Federal Government. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

## **ARTICLE XIV**

### Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR Part 570, except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR Part 570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 570.52.

Pertinent provisions of Subpart K of 24 CFR Part 570 have been provided to the Recipient as noted in Attachment III of this Agreement.

## **ARTICLE XV**

### Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 CFR Part 570.901 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
- (ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

## **ARTICLE XVI**

### Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 24 CFR Part 85.36 or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of Part 85.36. This shall apply to the purchase of materials, supplies, and equipment. The full text of 24 CFR Part 85.36 has been provided to the recipient as noted in Attachment III of this Agreement.

## **ARTICLE XVII**

### General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 24 CFR Part 85.26.

## **ARTICLE XVIII**

### Understanding of Terms

18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

18.2 This contract is executed in the City of Pensacola, 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 contract 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 contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, 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 contract did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he 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.

**ATTEST:**

**Pam Childers**  
**Clerk of the Circuit Court**

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through  
its BOARD OF COUNTY COMMISSIONERS**

**By: \_\_\_\_\_**  
**Gene M. Valentino, Chairman**

**By: \_\_\_\_\_**  
**Deputy Clerk**

**BCC Approved: September 16, 2013**

**Escambia County Legal Department Approval**

This document approved as to form  
and legal sufficiency.

By: [Signature]

Title: ECCL

Date: 8/13/13

[Council on Aging of West Florida, Inc. signature page follows]

**WITNESSED:**

**COUNCIL ON AGING OF WEST FLORIDA, INC.**  
A Florida Non-Profit Corporation

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
John Clark, Executive Director

\_\_\_\_\_  
Print Name:

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by John Clark, Executive Director of the Council of Aging of West Florida, Inc., a not for profit corporation, who did not take an oath and who:

- \_\_\_\_ is/are personally known to me.
- \_\_\_\_ produced current Florida driver's license as identification.
- \_\_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



I. SCOPE OF SERVICES

The Council on Aging of West Florida, Inc. will administer the Rural Elderly Assistance Program. The County will provide \$47,000 CDBG Funds for the administration of the Project. The CDBG funds must directly be spent on operational expenses and program activities. The Council on Aging of West Florida, Inc. will also be required at a minimum to provide monthly reports to the County or its designated Agent of elderly served categorized by race and gender and type of service provided.

II. RECIPIENT INFORMATION

Council on Aging of West Florida, Inc.  
P. O. Box 17066  
Pensacola, FL 32522-7066  
(850) 432-1475                      Contact: John Clark, Executive Director

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. A copy of the payroll register or payroll checks and time sheets (or other documentation as may be deemed acceptable to the County) must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.
- D. The monthly report is due prior to the 10th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of \$47,000.00 to cover the contract period of October 1, 2013 - September 30, 2014. Salary, fringe benefits, and project related local travel (private auto use) costs shall be reimbursable (costs for documented project related local travel shall be reimbursable at a rate not to exceed the current IRS approved rate) regarding Rural Services Outreach, Case Management, and Rural Services Coordinators while providing services to the elderly in the Cantonment, Century, Davisville, and McDavid areas.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County (through its designated Agent) with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

**VII. PROJECT EVALUATION, MONITORING AND REVIEW**

1. This program will be monitored during the period of the contract. The Recipient shall provide reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

REPORT # \_\_\_\_\_

TO: NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.

FROM: \_\_\_\_\_

PROJECT: \_\_\_\_\_ CONTRACT # \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_ TO \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

I. PROGRESS REPORT

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

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

)

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

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

II. FINANCIAL REPORT

CONTRACT AMOUNT

\$ 47,000.00

Expenditures: Month of \_\_\_\_\_, 20 \_\_\_\_

ITEM	COST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total expenditures this period \$ \_\_\_\_\_

Remaining contract amount \$ \_\_\_\_\_

Balance end of this reporting period \$ \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

**LISTING OF STANDARD CONTRACT PROVISIONS**

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

### Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

**COUNCIL ON AGING OF WEST FLORIDA, INC.** 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: COUNCIL ON AGING OF WEST FLORIDA, INC. Date: \_\_\_\_\_

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-13-UC-12-0021

COUNCIL ON AGING OF WEST FLORIDA, INC. 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 P. O. Box 17066  
Pensacola, FL 32522-7066

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Certifying Officer

**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, and 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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

**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: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_

Firm/Agency: \_\_\_\_\_

Street Address: \_\_\_\_\_

## **FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION**

1. **Purpose:** **THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Standard Contract Provisions**

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Base Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. **Affirmative Action Plan**

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project)

Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. **Access to Related Documents**

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. **Interest of Certain Federal and Other Officials**

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.
- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. **Reporting, Copyrights, and Patents**

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

- A. **Activities and Contracts Not Subject to Executive Order 11246, As Amended**  
(applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. 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.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a mean of enforcing such provisions.

10. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. **Lead Based Paint Hazards** ( Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. **Flood Prevention and Protection** (Applicable to acquisition, rehabilitation and construction activities)  
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. **Site Safety Measures**

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.



11. **Access to Records/Maintenance of Records**

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. **Conflict of Interest of Officers or Employees of the Contracting Entity/ Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. **Minority and Female Contractor Associations**

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. **Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act**

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid, unless the current Florida Minimum Wage is higher, wherein the higher of the two rates shall be paid;
2. Forty hours constitutes a standard workweek;

3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. **Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. **Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. **Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

## **CERTIFICATION OF RECEIPT**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
REGULATIONS CODIFIED AT 24 CFR PART 570 & PART 85.36  
and  
OMB CIRCULAR A-122, OMB CIRCULAR A-133,  
and applicable portions of OMB CIRCULAR A-110**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570 *and Part 85.36*, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations"), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions") and applicable portions of A-110, as implemented at 24 CFR Part 84 ("Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County's CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Council on Aging of West Florida, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4967

County Administrator's Report 10. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Approval of Agreements with Independent Contractors

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Approval of Agreements with Independent Contractors Providing Chaplain Services at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with independent contractors providing chaplain services at the Escambia County Jail:

A. Approve the following Agreements for Chaplain Services:

1. Agreement for Chaplain Services with Abiding Faith Ministries, Inc.; and
2. Agreement for Chaplain Services with New Vision Worship Center of Northwest Florida, Inc.; and

B. Authorize the Interim County Administrator to sign the Agreements.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

#### **BACKGROUND:**

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. As part of this transition, the County must retain the services of qualified contractors to perform essential services for inmates housed in the Jail.

#### **BUDGETARY IMPACT:**

Funding: Fund 111; Inmate Commissary, Cost Center 290406

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreements were prepared by Assistant County Attorney, Kristin D. Hual.

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

The Escambia County Jail staff will be responsible for the implementation and coordination of these agreements.

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**Attachments**

Chaplain Young Contract

Chaplain Leggett Contract

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## **AGREEMENT FOR CHAPLAIN SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Abiding Faith Ministries, Inc., (hereinafter referred to as "Contractor") whose principal address is 4909 West Mobile Highway, Pensacola, FL 32506.

### **WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor to assist in the provision of Chaplain services for inmates housed in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide Chaplain services for inmates housed in the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in the amount of \$25,000.00 per year (\$2,083.33 per month) for all services rendered. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the

performance of this Agreement. Notwithstanding the foregoing, County may, in its sole discretion, elect to provide Contractor access to such facilities, equipment, and supplies that the County deems suitable for the Contractor's performance of this Agreement.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the 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 Contractor or by anyone for whom the Contractor is legally liable.

9. 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 shall be in the County of Escambia.

10. Public Records. The Contractor 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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by



Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

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

Approved as to form and legal  
sufficiency.

By/Title: K. H. [Signature]

Date: 5/13/13

**COUNTY:**

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
George Touart, Interim County Administrator

Date: \_\_\_\_\_

**CONTRACTOR:**

**ABIDING FAITH MINISTRIES, INC.**

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

By: President \_\_\_\_\_

Date: \_\_\_\_\_



## **AGREEMENT FOR CHAPLAIN SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and New Vision Worship Center of Northwest Florida, Inc., (hereinafter referred to as "Contractor") whose principal address is 5573 Stewart Street, Milton, FL 32570.

### **WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor to assist in the provision of Chaplain services for inmates housed in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide Chaplain services for inmates housed in the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in the amount of \$25,000.00 per year (\$2,083.33 per month) for all services rendered. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and

expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the 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 Contractor or by anyone for whom the Contractor is legally liable.

9. 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 shall be in the County of Escambia.

10. Public Records. The Contractor 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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

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

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: 9/9/13

**COUNTY:**

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

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
George Touart, Interim County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

**NEW VISION WORSHIP CENTER OF  
NORTHWEST FLORIDA, INC.**

ATTEST:

By: Willie Tracy Leggett

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

Date: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4780

County Administrator's Report 10. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: 2013/2014 Fair Housing Services Agreement with Escambia Pensacola Human Relations Commission

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Approval of the 2013/2014 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2013/2014 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the 2013/2014 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), providing a total of \$18,000 for the 2013/2014 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all documents required to implement the Agreement.

[Funding: Fund 129, CDBG, Cost Center to be assigned]

#### **BACKGROUND:**

The County's Fair Housing Ordinance provides for fair and equal access to housing for all persons, and the Ordinance is administered and enforced by the Escambia Pensacola Human Relations Commission (HRC) under the CDBG funded Agreement. Further, HRC activities are supportive of the Federal Fair Housing Law and State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State. The funding is required to ensure adequate support for fair housing related activities undertaken by the HRC. The County and City of Pensacola have utilized HRC for fair housing related education and enforcement services since passage of the County and City Fair Housing Ordinances in the mid-1980's. The Board approved the 2013/2014 Escambia Consortium Annual Plan on July 11, 2013, which included funding for this Agreement in the amount of \$18,000 for the period October 1, 2013–September 30, 2014 (Exhibit I). The Agreement (Exhibit II) is renewed annually subject to availability of CDBG funds.

#### **BUDGETARY IMPACT:**

The \$18,000 in CDBG Program funding will be included in the County's FY 2014 budget in Fund 129/CDBG. This recommendation is contingent upon the award of the CDBG funds by HUD.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

All staffing is provided by the HRC through this Agreement. There is no impact upon County staffing as a result of continuation of this Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Formal CDBG agreements are required for sponsoring agencies, and must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Agreement will be mutually executed by the Board Chairman and HRC Chairman. No interruption of services related to the Agreement process will occur. HRC is aware of the date and time of the Board meeting during which this Agreement will be presented for approval.

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**Attachments**

Exhibit I

Exhibit II

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## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA – Continued

#### 1-18. Approval of Various Consent Agenda Items – Continued

10. Continued...

D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept, the *Public Road and Right-of-Way Easement* as of the day of delivery of the *Public Road and Right-of-Way Easement* to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

11. Adopting the Resolution (*R2013-76*) approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of \$148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at <http://www.myescambi.com> [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):

A. Approving the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.



**FAIR HOUSING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this **16th** day of **September 2013**, by and between the County of Escambia, hereinafter referred to as the "County," and the **Escambia-Pensacola Human Relations Commission**, hereinafter referred to as the "Recipient."

**WITNESSETH**

**WHEREAS**, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

**WHEREAS**, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

**WHEREAS**, it is in the best interest of the County to enter into a special contract with the Recipient for the administration of a portion of said grant;

**WHEREAS**, the County hereby engages the services of the Recipient to administer and implement a portion of the Community Development Block Grant for administration of the County's Fair Housing Ordinance;

**NOW THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

**ARTICLE I**

**Supervision**

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., as designated agent for Escambia County.

**ARTICLE II**

**Scope of Services**

2. The Recipient agrees to **administer and enforce the County's Fair Housing Ordinance for equal access and equal opportunity in housing and investigate all claims of housing discrimination** in unincorporated Escambia County by providing operational expenses as generally described in Attachment 1, attached hereto and made a part thereof.

**ARTICLE III**

**Funding**

3. The County agrees to pay the Recipient an amount not to exceed **\$18,000.00** solely from available Community Development Block Grant funds.

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment 2, attached hereto and made a part thereof;

3.3 Funds may be transferred from line item to line item within the line items specified in Attachment 2 only with prior written approval of the County and no expenditure shall exceed the maximum indebtedness of this contract.

## ARTICLE IV

### Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress, and financial statement showing in Attachment 1;

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment 3, attached hereto and made a part thereof;

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County;

4.3 This report is due on the 10th day of each subsequent month;

4.4 The Recipient shall provide the County with additional program information as needed.

## ARTICLE V

### Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County, in operating the aforementioned service. The Recipient shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from the operating of the services required by this contract during the course to the extent allowable under the law.

## ARTICLE VI

### Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2013**, and shall terminate on the **30th day of September 2014**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of the termination only.



## **ARTICLE VII**

### **Accountability**

7. The Recipient agrees to maintain such property, personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this contract by both the County and the United States Department of Housing and Urban Development or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

## **ARTICLE VIII**

### **General Provisions**

8. The Recipient accepts these funds so appropriated in accordance with the terms of this contract.

8.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

8.2 To consent to such audits by United States Department of Housing and Urban Development and the County Auditors Offices as the Council Auditor may require;

8.3 To produce all documents required upon request by the County and the United States Department of Housing and Urban Development;

8.4 To provide the County with the audit of the program as carried out for the Escambia County Community Development Grant Program by an independent certified public accountant.

## **ARTICLE IX**

### **Nepotism**

9. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this contract, which statute is hereby referred to and incorporated by reference herein.

## **ARTICLE X**

### **Civil Rights**

10. The Recipient agrees 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 on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

**ARTICLE XI**

**Housing and Urban Development Act of 1968**  
**Section Three Clause**

11. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment 4, attached hereto and made a part thereof.

**ARTICLE XII**

**Equal Employment Opportunity**

12. The Recipient agrees to abide by the Equal Employment Opportunity Clause for Contracts Subject to Executive Order #11246, as described in Attachment 4, attached hereto and made a part thereof.

**ARTICLE XIII**

**Procurement**

13. The Recipient shall be required to adhere to the following procurement requirements on their purchase of materials, supplies and equipment:

Any purchase or aggregate purchase of \$5,000 OR more will require a formal bid procedure (advertising and sealed bids).

**IN WITNESS WHEREOF**, the parties hereto duly executed this agreement the date and year first shown above written.

**ESCAMBIA COUNTY, a political Subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

**ATTEST:**  
**Pam Childers**  
**Clerk of the Circuit Court**

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: September 16, 2013

**Escambia County Legal Department Approval**

[Escambia Pensacola Human Relations  
Commission signature page follows]

This document approved as to form  
and legal sufficiency.

By: K. H. [Signature]

Title: AGC

Date: 9/14/13

Witnessed:

RECIPIENT: Escambia-Pensacola Human  
Relations Commission

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Sylvia Tisdale,  
Chairman of the Board

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Sylvia Tisdale, Chairman of the Board of Escambia-Pensacola Human Relations Commission, who did not take an oath and who:

\_\_\_\_\_ is/are personally known to me.

\_\_\_\_\_ produced current Florida driver's license as identification.

\_\_\_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

## **I. SCOPE OF SERVICES**

The Pensacola-Escambia Human Relations Commission (HRC) will administer Section 58, Article IV of the Code of Ordinances of Escambia County. The Pensacola-Escambia Human Relations Commission will exercise those duties and powers as prescribed by the Code of Ordinances.

The County will provide **\$ 18,000.00** of CDBG Funds for the administration of its Fair Housing Ordinance. The CDBG funds must directly be spent on administrative expenses and program activities associated with the Fair Housing Ordinance and public education regarding same.

The Pensacola-Escambia Human Relations Commission will also be required to provide, at a minimum, the following:

1. Public awareness brochures and programs/workshops designed to promote and inform the community regarding the Fair Housing Ordinance, equal access and equal opportunity in Housing within Escambia County. Specifically, in relation to the latest Analysis of Impediments to Fair Housing Choice (AI) provided by the Escambia Consortium, trainings should provide greater focus on providing materials that:
  - (a) Inform landlords about reasonable accommodations related to disabilities.
  - (b) Utilize the suggested housing discrimination poster showing a disabled veteran

The HRC will be asked to provide verification that this is accomplished by the end of this contract period.

2. Semi-annual reports to County Commission concerning the status of housing discrimination in the County and the enforcement of the provisions of this ordinance along with recommendations concerning methods by which to reduce such discrimination.
3. Monthly reports to the County concerning each housing discrimination claim categorized by race and gender.
4. In relation to the AI findings, begin working on incorporating more Spanish language materials on the HRC website. The recommended timetable is to complete this goal by July 2014.

## **II. SPECIAL REQUIREMENTS**

The Recipient shall include in all advertisements and/or promotions a statement that whole or partial funding of the project is supplied by Escambia County's Community Development Block Grant or wording to that effect.

## **III. RECIPIENT INFORMATION**

CONTACT PERSON: Rebecca Hale - (850) 437-0510  
2257 North Baylen St., Pensacola, FL 32501

## **IV. MONTHLY REPORTS**

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County.

- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.
- C. A copy of the payroll register or payroll checks and time sheets (or other documentation as may be deemed acceptable to the County) must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.
- D. The monthly report is due on the final working day of each month.
- E. Monthly reports not submitted shall give cause for further payments to the recipient being withheld.

The Recipient shall adhere to the following line items in performing the services required under this contract.

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION  
FISCAL YEAR 2013 - 2014 BUDGET

Salary*	\$ 17,500.00
Annual Audit	<u>500.00</u>
	\$ 18,000.00
	=====

\*Note: Salary costs are for services provided by the following positions:

Executive Director - up to 25% of time spent.

Fair Housing Specialist - up to 50% of time spent.

The Executive Director will designate the staff person who will perform as the Fair Housing Specialist.

I. BUDGET REVISION

The Recipient will be allowed to shift up to 15% of the total contract amount the above line items without official Board approval. Any such revisions must be documented in writing to Neighborhood Enterprise Foundation, Inc. (NEFI). Any revision exceeding the 15% level will require approval by the Board of County Commissioners.

II. AUDIT REQUIREMENTS

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

III. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any line item not included in the budget will be an ineligible expenditure.

IV. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program can be monitored during the period of the contract. The Recipient shall provide any reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; sub-section 6.1.

PAYMENT REQUEST FORM

Name \_\_\_\_\_ Request Number \_\_\_\_\_

Address \_\_\_\_\_ Contract Number \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Payment Request Submitted \_\_\_\_\_

Date Payment Desired \_\_\_\_\_

1. Total funds you have received thus far \$ \_\_\_\_\_

2. Actual disbursements made thus far \$ \_\_\_\_\_

3. Total funds remaining budget \$ \_\_\_\_\_

4. Funds required \$ \_\_\_\_\_

5. Funds requested but not yet received \$ \_\_\_\_\_

6. Total funds to be received from this request \$ \_\_\_\_\_

7. Number of days before the amount on  
line 5 is to be disbursed (must be  
less than three days) \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
PositionComments  
\_\_\_\_\_  
\_\_\_\_\_

Bank \_\_\_\_\_ Account # \_\_\_\_\_

**MONTHLY STATUS REPORT**

REPORT # \_\_\_\_\_

TO: ESCAMBIA COUNTY  
C/O NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.

FROM: \_\_\_\_\_

PROJECT: \_\_\_\_\_ CONTRACT # \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_ TO \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

I. PROGRESS REPORT

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

-----

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

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

-----

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



## II. FINANCIAL REPORT

CONTRACT AMOUNT \$ \_\_\_\_\_

Expenditures: Month of \_\_\_\_\_, 20\_\_

ITEM	COST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total expenditures this period \$ \_\_\_\_\_

Remaining contract amount \$ \_\_\_\_\_

Balance end of his reporting period \$ \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

**LISTING OF STANDARD CONTRACT PROVISIONS**

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

## Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

\_\_\_\_\_ 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: \_\_\_\_\_ Date: \_\_\_\_\_

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-13-UC-12-0021

\_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Certifying Officer

**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, and 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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

**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: \_\_\_\_\_

Firm/Agency: \_\_\_\_\_

## **FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION**

1. **Purpose:** THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:
2. **Standard Contract Provisions (Full Text Attached)**  
All applicable Federal provision are attached including:
  1. Certification of Non-Segregated Facilities
  2. Compliance with Air and Water Acts
  3. EEO Compliance Certification
  4. Americans with Disabilities Act (ADA)
  5. Anti-Kickback Act
  6. Executive Order 11246/Affirmative Action
  7. Title VI of the Civil Rights Act
  8. Lead Based Paint Prohibition
  9. Flood Hazards Mitigation (where applicable)
  10. Architectural Barriers Act (where applicable)
  11. Energy Policy and Conservation Act
  12. Section 503 and 504 of the Rehabilitation Act of 1973
  13. Contract Work Hours and Safety Act
  14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

### **3. Affirmative Action Plan**

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

### **4. HUD Section 3 Plan and Compliance Requirements** (if applicable to this project)

Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

### **5. Access to Related Documents**

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.



## **6. Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

## **7. Reporting, Copyrights, and Patents**

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

## **8. SPECIAL EQUAL OPPORTUNITY PROVISIONS**

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended  
(applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. 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.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

**9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Director's office to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

**10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

- A. Lead Based Paint Hazards ( Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.
- B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)  
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.
- C. Site Safety Measures  
Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

**11. Access to Records/Maintenance of Records**

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

**12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

**13. Minority and Female Contractor Associations**

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

**14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act**

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid, unless the Florida Minimum Wage is higher in which instance the higher of the two shall be paid;

2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

**15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

**16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

**17. Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

**18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

## **CERTIFICATION OF RECEIPT**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570**

**and**

### **OMB CIRCULAR A-122, OMB CIRCULAR A-133, and applicable portions of OMB CIRCULAR A-110**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions) and applicable portions of A-110, as implemented at 24 CFR Part 84 ("Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County's CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Escambia-Pensacola Human Relations Commission

By: \_\_\_\_\_

Date: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4923

County Administrator's Report 10. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Approval of Agreements with Independent Contractors

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Approval of Agreements with Independent Contractors Providing Physician Services in Excess of \$50,000 for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with Independent Contractors providing physician services in excess of \$50,000 for the Escambia County Jail:

- A. Approve the Agreement for Physician Services with George A. Smith, M.D.;
- B. Approve the Agreement for Obstetrics and Gynecological Services with Kurt D. Jones, M.D., P.A.; and
- C. Authorize the Interim County Administrator to sign the Agreements.

[Funding: General Fund, Fund 001, Medical, Cost Center 290402]

#### **BACKGROUND:**

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. Contracts for medical services are considered critical services and must not be interrupted during the transition of operations of the Escambia County Jail to the Board of County Commissioners. In order to prevent any lapse in service, the County has contracted with current providers of critical services in accordance with Chapter 46, Section 46-96(c) of the Code of Ordinance.

The Office of Purchasing will review and assess all service contracts and establish a procurement plan for the replacement of existing agreements in accordance with the Escambia County Code of Ordinance, Chapter 46, Finance, Article II, Purchases and Contracts.

#### **BUDGETARY IMPACT:**

Funding: Fund 001; Medical, Cost Center 290402

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreements were prepared by Assistant County Attorney, Kristin D. Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

The Escambia County Jail staff will be responsible for the implementation and the coordination of these agreements.

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**Attachments**

Dr. Smith Contract

Dr. Jones Contract

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## AGREEMENT FOR PHYSICIAN SERVICES

**THIS AGREEMENT** is made this 27 day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and George A. Smith, M.D. (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the County desires to retain the services of the Contractor as a Physician for the Escambia County Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide physician services at the Escambia County Jail Facility on an "as-needed" basis. Physician services shall include, but not be limited to, patient care and evaluation, telephone consultation with ARNPs, review and audit of medical records, review of protocols, and other administrative duties. Contractor affirms he is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
4. Hourly Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of **\$100.00 per hour** for physician services. The Parties agree said annual compensation payable under this agreement shall not exceed a maximum total of **Eighty Four Thousand (\$84,000.00) Dollars**. During the term of this Agreement, the rate of hourly compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.

5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement
6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.
7. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.
8. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the 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 Contractor or by anyone for whom the Contractor is legally liable.
9. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.
10. 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 shall be in the County of Escambia.
11. Public Records. The Contractor 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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed



herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

13. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

14. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

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

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

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
George Touart, Interim County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Witness: Rebecca K...

By: George A. Smith, M.D.

Witness: Trudy Fortum

Date: 8/27/13

## **AGREEMENT FOR OBSTETRICS AND GYNECOLOGICAL SERVICES**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Kurt D. Jones, M.D., P.A. (hereinafter referred to as "Contractor").

### **WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor as a Physician specializing in obstetrics and gynecology for the Escambia County Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide obstetrics and gynecological services at the Escambia County Jail Facility on an "as needed" basis and 24/7 on-call coverage. Contractor affirms he is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$6,000.00 per month for services rendered. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and

expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the 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 Contractor or by anyone for whom the Contractor is legally liable.

9. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.

10. 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 shall be in the County of Escambia.

11. Public Records. The Contractor 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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.



13. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

14. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

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

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_

George Touart, Interim County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Kurt D. Jones, M.D., P.A.

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4783

County Administrator's Report 10. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: 2013/2014 HOME Program Interlocal Agreements with the City of Pensacola and Santa Rosa County

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Approval of the 2013/2014 Home Investments Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning implementation of the 2013 Home Investment Partnerships Act (HOME) Program Grant (#M-13-DC-12-0225):

- A. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with the City of Pensacola, providing for the utilization of \$216,113 in 2013 HOME funds, to support approved Substantial Housing Rehabilitation/Reconstruction assistance and related project management activities within the City of Pensacola, with an effective date of October 1, 2013;
- B. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with Santa Rosa County, providing for the utilization of \$158,425 in 2013 HOME funds, to support approved home buyer assistance and related project management activities within Santa Rosa County, with an effective date of October 1, 2013; and
- C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147, HOME, Cost Center to be assigned]

#### **BACKGROUND:**

The Board approved submission of the Escambia Consortium 2013 Consolidated Plan for Housing and Community Development on July 11, 2013, including CDBG, HOME and ESG grant activities to be undertaken by the Consortium members (Escambia County, City of Pensacola and Santa Rosa County), and authorized the Chairman to execute documents necessary to receive and implement the 2013 CDBG, HOME and ESG Programs.

The Plan, as approved by all participating jurisdictions and advertised for public information, incorporated the planned utilization of 2013 HOME funds (Exhibit I). With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for

use on or about October 1, 2013. In order to prepare for implementation of the 2013 HOME Program activities, Agreements must be entered with the City of Pensacola (Exhibit II) and Santa Rosa County (Exhibit III) to provide for the utilization of the 2013 HOME allocations.

For background, the HOME Program was initiated in 1991 as a key element of the National Affordable Housing Act. The Program is designed to assist with production and preservation of affordable rental and owner occupied housing opportunities. The Board and City of Pensacola entered an Interlocal Consortium for purposes of receipt of the HOME funds in 1993 and Santa Rosa County joined the Consortium in 1994.

**BUDGETARY IMPACT:**

The total 2013 HOME Consortium funding is comprised of the \$960,936 HOME allocation. The HOME funds are to be utilized as follows:

<b>Jurisdiction</b>	<b>Activity</b>	<b>Total Program Funding</b>
Escambia	Substantial Rehab/Reconstruction (Homeowner)	\$386,078
Pensacola	Substantial Rehab/Reconstruction (Homeowner)	\$193,097
Santa Rosa	Down Payment/Closing Cost Assistance	\$141,528
CHDO Set-Aside	Affordable Rental Unit Development	\$144,141
All Jurisdictions	Administration (10% maximum)	\$ 96,093
	<b>TOTALS</b>	<b>\$960,936</b>

The 2013 HOME funds are currently included in the County's Fiscal Year 2014 budget in Fund 147. No County general revenue funds are required for the HOME Program.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Interlocal Agreements were reviewed and approved by Kristin Hual, Assistant County Attorney. The Agreements have also been reviewed by the City Attorney's Office and the Santa Rosa County Attorney's Office.

**PERSONNEL:**

All project level activities will be managed by Neighborhood Enterprise Foundation, Inc., City of Pensacola Housing Office staff, and Santa Rosa County with the support of the Finance Division and the City of Pensacola's Finance Office for respective financial matters. Such services are provided for in the HOME Grant administrative costs per contract. No additional County personnel or personnel reclassifications are associated with the Program or its implementation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Formal Interlocal Agreements are required for participating jurisdictions and such Agreements must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

The City of Pensacola and Santa Rosa County were involved in the preparation of the Consolidated Plan and HOME activities contained therein and are aware of the award of the HOME Grant and impending Board acceptance thereof.

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## Attachments

Exhibit I

Exhibit II

Exhibit III

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## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA – Continued

#### 1-18. Approval of Various Consent Agenda Items – Continued

10. Continued...

D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept, the *Public Road and Right-of-Way Easement* as of the day of delivery of the *Public Road and Right-of-Way Easement* to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

11. Adopting the Resolution (*R2013-76*) approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of \$148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at <http://www.myescambi.com> [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):

A. Approving the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

**INTERLOCAL AGREEMENT  
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

**THIS AGREEMENT** is made and entered into this 16<sup>th</sup> day of September, 2013, 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 ("**PENSACOLA**"), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

**W I T N E S S E T H:**

**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 agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

**WHEREAS**, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2011, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

**WHEREAS**, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Office shall administer the City of Pensacola's participation in the HOME Program.

**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 Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2013** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

## **SECTION 2. Coordination.**

The City of Pensacola agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Office, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

## **SECTION 3. HOME Program Policies, Procedures and Requirements.**

The City of Pensacola, the Pensacola Housing Office, Escambia County, and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

## **SECTION 4. Funding.**

### **a) Pensacola HOME Activities:**

The maximum **2013** HOME Program funding available to provide assistance to documented eligible, low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **\$193,097.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing	\$193,097.00
Total	<u>\$193,097.00</u>

**EXHIBITS I and II** further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

### **b) Pensacola HOME Activities Payment Processing:**

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Office shall be

programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of \$0 in non-federal funds. If required, the City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed \$23,016.00, payable solely from funds currently available under the **2013 Escambia Consortium HOME Grant M-13-DC-12-0225**. Prior to requesting administrative funds from Escambia County, the City of Pensacola shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2013 Escambia Consortium HOME Grant M-13-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

**SECTION 5. Administrative Authority.**

Upon written authorization of the County Administrator, the City of Pensacola, or the Pensacola Housing Office, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Office shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

## **SECTION 6. Program Records.**

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola 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 five (5) years, 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 of Pensacola shall cooperate with Escambia County 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. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

## **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:

Randy Wilkerson, Executive Director  
Neighborhood Enterprise Foundation, Inc.  
P.O. Box 18178  
Pensacola, Florida 32523  
Phone: (850) 458-0466 FAX: (850) 458-0464  
E-mail: [Randy\\_Wilkerson@co.escambia.fl.us](mailto:Randy_Wilkerson@co.escambia.fl.us)

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  
E-mail: [ahayward@cityofpensacola.com](mailto:ahayward@cityofpensacola.com)

with a copy to the City of Pensacola  
Housing Office Administrator or designee

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 **October 1, 2013**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2013 HOME** funds are fully expended and Grant **#M-13-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

#### **SECTION 10. Nepotism**

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

#### **SECTION 11. Civil Rights and Anti-Discrimination**

a). The City of Pensacola agrees 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. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola 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 of Pensacola agrees 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, each party shall be responsible for its own attorney's fees and costs.

(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: Pam Childers**  
**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: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

**BCC Approved: September 16, 2013**

**(S E A L)**

**Escambia County Legal Department Approval:**

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 8/14/13

[City of Pensacola Signature page follows]



**CITY OF PENSACOLA, a Municipal  
corporation chartered in the State of Florida**

**ATTEST:**

**By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor**

\_\_\_\_\_  
**Ericka L. Burnett, City Clerk**

**( SEAL )**

**APPROVED AS TO CONTENT:**

**LEGAL IN FORM AND VALID AS  
DRAWN:**

\_\_\_\_\_  
**Marcie Whitaker, Housing Administrator**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT I**

**2013 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION**

**ESCAMBIA CONSORTIUM**  
**2013-2014 HOME INVESTMENT PARTNERSHIPS ACT (HOME)**  
**PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**  
**FOR MEMBER JURISDICTIONS**

**PROGRAM ACTIVITIES**

**FUNDING**

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

**\$386,077**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

**\$193,097**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**HOME BUYER ASSISTANCE**

**\$141,528**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**

**RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)**

**\$144,141**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

**ADMINISTRATION/MANAGEMENT (JOINT)**

**\$96,093**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

**TOTAL 2013 HOME FUNDS (ACTUAL)**

**\$ 960,936**

**=====**

## **EXHIBIT II**

### **HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)**

**THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PARTS 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT 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: 9/16/13

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-13-DC-12-0225

**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  
Pensacola Housing Office  
420 West Chase Street  
Pensacola, Florida 32502

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**

**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, and 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: \_\_\_\_\_

Certifying Official  
**Ashton J. Hayward, III, Mayor**  
**City of Pensacola**

Date: \_\_\_\_\_

**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

HOME Investment Partnerships Act

(Project Name)

M-13-DC-12-0225

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola (Housing Office)  
420 West Chase Street  
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A



**CERTIFICATION OF RECEIPT**  
**HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS**  
**(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), 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. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual 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 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT  
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

**THIS AGREEMENT** is made and entered into this 16th day of September, 2013, 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 **COUNTY OF SANTA ROSA**, a political subdivision of the State of Florida ("**SANTA ROSA COUNTY**"), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

**W I T N E S S E T H:**

**WHEREAS**, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, both Counties are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

**WHEREAS**, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2011, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

**WHEREAS**, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

**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 Santa Rosa County agree as follows:

**SECTION 1. Purpose of the Agreement.**

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2013 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities

undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

## **SECTION 2. Coordination.**

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

## **SECTION 3. HOME Activities Administrative Requirements.**

### **a) HOME Program Policies, Procedures and Requirements:**

Santa Rosa County, Escambia County and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

## **SECTION 4. Funding.**

### **a) Santa Rosa HOME Activities:**

The maximum **2013** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **\$141,528.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOME BUYER ASSISTANCE

**\$141,528.00**

**EXHIBITS I and II** further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **\$36,000.00** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$16,897.00**, payable solely from funds currently available under the **2013 Escambia Consortium HOME Grant M-13-DC-12-0225**. Prior to requesting administrative funds from Escambia County, Santa Rosa County shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2013 Escambia Consortium HOME Grant M-13-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence,

Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

#### **SECTION 5. Administrative Authority.**

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

#### **SECTION 6. Program Records.**

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County 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 five (5) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County 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. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

#### **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 Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson, Executive Director  
Neighborhood Enterprise Foundation, Inc.  
P.O. Box 18178  
Pensacola, Florida 32523

Phone: (850) 458-0466      FAX: (850) 458-0464

and in the case of Santa Rosa County (Administration) to:

Hunter Walker, County Administrator  
Santa Rosa County  
Santa Rosa County Administration Office  
6495 Caroline Street, Suite M  
Milton, Florida 32570-4592  
Phone: (850) 983-1855      FAX: (850) 983-1856

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 **October 1, 2013**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2013 HOME** funds are fully expended and Grant **#M-13-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

#### **SECTION 10. Nepotism**

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

#### **SECTION 11. Civil Rights and Anti-Discrimination**

a). Santa Rosa County agrees 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. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa 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. Santa Rosa County agrees 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, each party shall be responsible for its own attorney's fees and costs.

(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.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through  
its BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
**Gene M. Valentino, Chairman**

**ATTEST: Pam Childers  
Clerk of the Circuit Court**

**BCC Approved: September 16, 2013**

BY: \_\_\_\_\_  
**Deputy Clerk**

**( S E A L )**

**Legal Department Approval:**

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 8/14/13

[Santa Rosa County Signature Page to follow]



SANTA ROSA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS OF  
SANTA ROSA COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Mary M. Johnson  
Clerk of Courts

By: \_\_\_\_\_  
Robert A. "Bob" Cole, Chairman

BCC Approved:

( SEAL )

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY  
COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY A VOTE  
OF \_\_\_\_\_ YEAS, \_\_\_\_\_ NAYS AND \_\_\_\_\_ ABSENT.

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**2013 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION**

**ESCAMBIA CONSORTIUM**  
**2013-2014 HOME INVESTMENT PARTNERSHIPS ACT (HOME)**  
**PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**  
**FOR MEMBER JURISDICTIONS**

**PROGRAM ACTIVITIES**

**FUNDING**

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION**

**\$386,077**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

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**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**

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**\$144,141**

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**ADMINISTRATION/MANAGEMENT (JOINT)**

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Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

**TOTAL 2013 HOME FUNDS (ACTUAL)**

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**=====**

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## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA 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 subpara-graph (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: **SANTA ROSA COUNTY**

Date: 9/16/13

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-13-DC-12-0225

**SANTA ROSA 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: Santa Rosa County Administrative Office  
6495 Caroline Street  
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: \_\_\_\_\_  
Robert A. "Bob" Cole, Chairman  
Santa Rosa County  
Board of County Commissioners

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, and 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: \_\_\_\_\_

Robert A. "Bob" Cole, Chairman  
Santa Rosa County Board of County Commissioners

**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: \_\_\_\_\_ **HOME Investment Partnerships Act (HOME)**  
Name: Robert A. "Bob" Cole (Project Name)  
Title: Chairman M-13-DC-12-0225  
(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office  
6495 Caroline Street  
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A



**CERTIFICATION OF RECEIPT  
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS  
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), 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. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual 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 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By: \_\_\_\_\_  
Robert A. "Bob" Cole, Chairman  
Board of County Commissioners

Date: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4924

County Administrator's Report 10. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Resolution to write-off \$4,550.29 in unrecoverable Section 125 Flexible Spending Accounts prefunded debit card accounts

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Write-Off of Unrecoverable Pre-Funded Flexible Savings Account Debit Cards Paid to EBS Atlanta as Uncollectable - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt and authorize the Chairman to sign a Resolution authorizing the write-off of \$4,550.29 paid to EBS Atlanta in Fiscal Year 2012 to pre-fund Flexible Spending Account debit cards for employees. EBS Atlanta has undergone bankruptcy proceedings, and significant efforts to recover the funds have been unsuccessful.

#### **BACKGROUND:**

Escambia County Sponsors an Internal Revenue Service Section 125 Flexible Spending Account (FSA). Through a competitive bidding process, EBS Atlanta was selected to provide banking services to handle the accumulation and disbursement of employee funds in the FSA. Due to the nature of the FSA which requires employees to have access for the entire year's worth of their deferrals, EBS Atlanta, as part of their contract, required Escambia County to pre-fund debit cards issued to employees. In 2011, EBS Atlanta entered bankruptcy. Escambia County has attempted to recover the value of the prefunded debits cards without success. The value is \$4550.29. The current provider, Lockard and Williams, does not require the prefunding of the employee debit cards by the County.

#### **BUDGETARY IMPACT:**

NA

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal has attempted to recover the funds and has indicated there are no further avenues of pursuit.

#### **PERSONNEL:**

NA

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

The adoption of the Resolution will enable the office of the Clerk of the Circuit Court and Comptroller to write off this uncollectible fund.

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**Attachments**

Resolution

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RESOLUTION R2013-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING CERTAIN FUNDS OWED TO ESCAMBIA COUNTY BE WRITTEN OFF AS UNCOLLECTIBLE DUE TO THE BANKRUPTCY OF EBS ATLANTA; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, certain funds in the amount of \$4,550.29 placed on deposit with EBS Atlanta by Escambia County to pre-fund debit cards whereby employees of Escambia County could access their funds deferred in their Internal Revenue Service's Section 125 Flexible Spending Account have become uncollectible due to the bankruptcy of EBS Atlanta; and

**WHEREAS**, diligent efforts have been made to collect the amount of \$4,550.29 from EBS Atlanta.

**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.** The amount of \$4,550.29 shall be written off as uncollectible. This designation has been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with the generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-reference funds, including but not limited to use of a collection agency under contract to Escambia County.

**Section 3.** That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency

By: \_\_\_\_\_  
Title County Attorney  
Date 9/5/13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4907**

**County Administrator's Report 10. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Recommendation Concerning Group Life Insurance (P.D. 12-13.057)

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Group Life Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning Life & AD&D Insurance (PD 12-13.057):

A. Award a Contract to Cigna Life Insurance Company for Group Life and AD&D Insurance, PD 12-13.057, to provide the following:

1. An annual premium amount estimated to be \$350,172, per Fiscal Year, based on current enrollment, for all eligible employees and retirees, effective October 1, 2013, for a period of 36 months; and

2. All eligible employees will receive \$40,000 life and AD&D insurance, and all eligible employees that do not elect the County's group health insurance will receive an additional \$10,000 of life and AD&D insurance. Retirees will receive \$5,000 of life insurance paid by the County. Employees will have the option to purchase additional supplemental life insurance for themselves and their family members; and

B. Authorize the Interim County Administrator to sign a Cigna Life Insurance Application for Group Life Insurance. (The Application for Group Life Insurance will be drafted upon approval of this Board action.)

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150110, Object Code 54501]

#### **BACKGROUND:**

The Office of Purchasing solicited a Request for Proposal. On August 27, 2013, eight proposals were received from the following:

Minnesota Life

Sun Life

Blue Cross Blue Shield/Florida Combined Life

Cigna Life Insurance Company

ReliaStar/ING Symetra

The Standard Life Insurance Company  
Symetra  
United Health Care

This was the second Request for Proposal for the County's life insurance because it was learned the County would be acquiring the Escambia County Jail employees (434) and the City of Pensacola library employees (62).

The County has received a three year guaranteed rate for basic life insurance from Cigna Life Insurance at the following rates: \$.185 per \$1,000 of life insurance and \$.022 per \$1,000 of AD&D insurance for active employees and retirees. The proposed coverage is \$40,000 life and AD&D insurance for active employees and an additional \$10,000 for employees that do not elect the County's group health insurance.

Based on the present number of participants, the County would save approximately \$38,412 a year for three years, for a total savings of approximately \$115,236. Supplemental life insurance premiums will remain the same. The estimated total cost for life insurance is \$350,172. The total premium includes the jail and library personnel.

**BUDGETARY IMPACT:**

Funds will be available upon approval in next year's Fiscal Year budget. The projected cost savings for this Contract is \$115,236 for the County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The Human Resources Department will service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A Purchase Order will be the instrument utilized for making payment against the Contract.

The Human Resources Department will coordinate with the County Attorney's Office, and other appointing authorities to ensure changes are made.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4906

County Administrator's Report 10. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Change Order to Blue Cross and Blue Shield of Florida, Inc.

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Blue Cross and Blue Shield of Florida, Inc., to Provide the County's Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Blue Cross and Blue Shield of Florida, Inc., to provide the County's Group Medical Insurance:

Department:	Human Resources
Type:	Addition
Amount:	\$300,000
Vendor:	Blue Cross and Blue Shield of Florida, Inc.
Project Name:	County's Group Medical Insurance
Contract:	PD 08-09.402
PO#:	130496
CO#:	2
Original Award Amount:	\$13,360,000
Cumulative Amount of Change Orders Through this CO#2:	\$1,600,000
New Contract Total:	\$14,960,000

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

#### **BACKGROUND:**

Meeting in regular session on July 26, 2012, the Board awarded a Contract to Blue Cross and Blue Shield of Florida, Inc., for one year, from October 1, 2012, to September 30, 2013, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), and Blue Medicare, and Group Rx for retirees who are Medicare-eligible.

On the 2013 Budget, the amount approved was \$13,934,382. This amount did not include the retiree portion of the premiums. The retirees pay for the full cost of their health insurance premiums.

On August 22, 2013, Change Order 1 was approved by the Interim County Administrator in the amount of \$1,300,000 to help cover the retiree portion of the premiums.

This Change Order (2) for \$300,000 addresses additional funds needed to pay the retiree premiums.

**BUDGETARY IMPACT:**

Funds are available in Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Change Order 1 and 072612 Board Minutes for BCBS

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**CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 023808 Vendor Name: Blue Cross/Blue Shield of Florida  
Project Number: \_\_\_\_\_ P.O. No. 130496 C.O. No. \_\_\_\_\_  
Department: Human Resources Department P.D. No.: \_\_\_\_\_ Date: 8/22/2013

**Notes for Modifying the Scope of Award:**

**To Modify existing Purchase Order:**

Adding Dollars to Line Item No. 1 Quantity Adjustment 1,300,000 Amount: 14,660,000  
Deleting Dollars from Line Item No. \_\_\_\_\_ Adjustment \_\_\_\_\_ Amount: \_\_\_\_\_

Adding Dollars to Line Item No. \_\_\_\_\_ Quantity Adjustment \_\_\_\_\_ Amount: \_\_\_\_\_  
Deleting Dollars from Line Item No. \_\_\_\_\_ Adjustment \_\_\_\_\_ Amount: \_\_\_\_\_

**Modify Notes:**

Date of BCC action: **ATTACH RESUME** \_\_\_\_\_

Previous Purchase Order Total Dollars: \$13,360,000  
Net Dollars added or subtract: +\$1,300,000  
New Purchase Order Total Dollars: \$14,660,000

Previous Contract Total Dollars: \_\_\_\_\_  
Net Dollars added or subtract: \_\_\_\_\_  
New Contract Total Dollars: \_\_\_\_\_

**Modifying Cost Centers, Object Code/Accounts and Project Numbers:**

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
150108	54501		+\$1,300,000	\$14,660,000

☒ 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.

Contract Administrator's Certification & Approval \_\_\_\_\_ Date \_\_\_\_\_  
Office of Purchasing Review: Agent \_\_\_\_\_ Date \_\_\_\_\_ Department Director \_\_\_\_\_ Date 8/22/2013  
County Administrator's Approval [Signature] Date 8/22/13

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

12. Taking the following action concerning the County's Group Medical Insurance, Long Term Disability Insurance, and Life Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance) (Funding Source: Fund 501, Internal Service Fund, Cost Centers 150108 [Medical] and 150110 [Life], Object Code 54501):
  - A. Awarding a Contract to Blue Cross and Blue Shield of Florida, Inc., for one year, from October 1, 2012, to September 30, 2013, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), and Blue Medicare and Group Rx for retirees who are Medicare-eligible;
  - B. Approving the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a \$20 discount for employees who do not smoke; Attachment 2 shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;
  - C. Authorizing staff to deposit \$600 into the HSA account of each employee who elects the HSA coverage and pay a one-time start-up fee of \$22 for each new employee who enrolls in the HSA; the \$600 deposit will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; the cost is included in the total cost estimate;
  - D. Approving the Disability Insurance Renewal letter for an extension with Madison National Life Insurance (Madison National Life Insurance is the carrier and National Insurance Services administers the plan), for Voluntary Long Term Disability Insurance, at the current rate, until October 1, 2014;
  - E. Approving a one-year extension with The Standard Insurance Company, with no premium increase until September 30, 2013 (*the current rates are guaranteed until October 1, 2013*); and
  - F. Authorizing the County Administrator to sign the Employer Application, the 2012 Medicare Renewal Contract for Blue Cross and Blue Shield of Florida, and the National Insurance Services letter of renewal.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-8. Approval of Various Consent Agenda Items – Continued

7. Approving the timeline for the Land Development Code (LDC) rewrite, as specified below:

Full Draft to LDC Advisory Committee	Wednesday August 15, 2012
Evaluations and Recommendation sent back to staff	Monday, October 1, 2012
<b>*Revised Draft sent back to LDC Advisory Committee</b>	<b>Wednesday, October 31, 2012</b>
Final Revision sent back from LDC Advisory Committee	Monday, November 5, 2012

**\*Contingent upon how extensive the recommendations are from the LDC Advisory Committee, staff will need a minimum of 30 working days to review, evaluate, and make the changes that are deemed necessary.**

8. Approving the one-year extension for Fiscal Year 2012-2013 of the five-year West Florida Public Library Long Range Plan, allowing the Library to operate under a current plan for State of Florida funding requirements while the recently formed Blue Ribbon Task Force Committee completes the next five-year long range plan in 2013.

II. BUDGET/FINANCE CONSENT AGENDA

1-17. Approval of Various Consent Agenda Items ➤

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Consent Agenda Items 1 through 17, as follows:

1. Approving \$1,000 to provide refreshments for the Grand Opening of the Marie K. Young Community Center and Park on August 17, 2012.
2. Adopting the Resolution (*R2012-105*) approving Supplemental Budget Amendment #199, Transportation Trust Fund (175), in the amount of \$25,282, to recognize insurance proceeds received for fire damage to a barn at the Roads Division, and to appropriate these funds back into the Roads Division Cost Center.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4857

County Administrator's Report 10. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Purchase Orders in Excess of \$50,000

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Fiscal Year 2013/2014 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2013/2014.

#### **BACKGROUND:**

Issuance of these purchase orders during the first week of October 2013 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2013/2014 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2013/14 budget at the second public hearing scheduled for September 24, 2013.

#### **BUDGETARY IMPACT:**

Funding is budgeted in the various accounts and cost centers listed.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

The Department will issue purchase requisitions as soon as is possible on or after October 1, 2013, in accordance with the adopted FY 2013/14 budget.

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**Attachments**

POs >\$50K for Public Safety Dept.

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**PUBLIC SAFETY DEPARTMENT  
PURCHASE ORDERS IN EXCESS OF \$50,000 – FISCAL YEAR 2013-2014**

<b>Vendor</b>	<b>Amount</b>	<b>Contract Number</b>
1.AT&T (Bellsouth Telecommunications) Vendor Number: 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$230,000	
2.Atmore Ambulance Vendor Number: 014605 Walnut Hill Ambulance Support Fund: 408 (EMS) Cost Center: 330302	\$90,000	12-Month Extension to 36-Month Agreement approved by Board 01/21/2010
3.Bennett Fire Products Vendor Number: 023109 Personal Protective Fire Gear Fund: 143 (Fire Protection) Cost Center: 330206	\$250,000	PD 07-08.129, term extended
4.Bosso's Uniform Company, Inc. Vendor Number: 025101 Firefighter Uniforms Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	PD 10-11.048
5.Bosso's Uniform Company, Inc. Vendor Number: 025101 EMS Uniforms & Protective Footwear Fund: 408 (EMS) Cost Center: 330302	\$60,000	PD 10-11.048 Piggyback
6.Bound Tree Medical Vendor Number: 02153 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$100,000	North Central EMS Cooperative (NCEMSC) Pricing Agreement
7.City of Pensacola Vendor Number: 406544 Support of 9-1-1 PS Telecommunicators Fund: 145 (E-911 Operations) Cost Center: 330404	\$260,000	Agreement with Automatic Annual Renewal, as amended, Approved by Board 1/23/1996

<b>Vendor</b>	<b>Amount</b>	<b>Contract Number</b>
8.Infor Public Sector, Inc. Vendor Number: 051172 Maintenance/Support of CAD System Funds: 001 (General)/ <u>408 (EMS)</u> Cost Centers: 330403/ <u>330302</u>	\$84,000	
9.Henry Schein, Inc. (Matrx Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$90,000	Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) or State of FL Contract #475-000-11-1
10.Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$75,000	
11.Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	\$60,000	
12.Med Tech Medical Services Co., LLC Vendor Number: 132442 Repair/Maintenance of Stretchers, etc. Fund: 408 (EMS) Cost Center: 330302	\$55,000	
13.Moore Medical, LLC Vendor Number: 134711 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$90,000	
14.Motorola Solutions, Inc. Vendor Number: 135001 Repair/Maintenance of P25 System Fund: 001 (General) Cost Center: 330403	\$326,616	Balance of 16-Month Agreement #S00001018872, approved by Board 05/02/2013
15.Physio-Control, Inc. Vendor Number 164035 AED & LifePak Accessories and Supplies Fund: 408 (EMS) Cost Center: 330302	\$85,000	National Association of State Procurement Officers (NASPO) Pricing

<b>Vendor</b>	<b>Amount</b>	<b>Contract Number</b>
16. Physio-Control, Inc. Vendor Number: 164035 AED & LifePak Repair and Maintenance Fund: 408 (EMS) Cost Center: 330302	\$60,000	NASPO Pricing
17. Preferred Governmental Insurance Trust Vendor Number: 164977 Workers Compensation for Volunteer FF Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	
18. Sunbelt Fire, Inc. Vendor Number: 195886 Vehicle Maintenance Fund: 143 (Fire Protection) Cost Center: 330206	\$250,000	PD 11-12.006
19. Ten-8 Fire Equipment, Inc. Vendor Number: 200935 Firefighting Equipment Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	PD 07-08.129, term Extended
20. Ward International Trucks, LLC Vendor Number: 230580 Fire Apparatus Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	
21. Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$250,000	
22. Whitman & Whitman, Inc. Vendor Number: 232613 Insurance Fund: 143 (Fire Protection) Cost Center: 330206	\$320,000	





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4894**

**County Administrator's Report 10. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Upgrade of County E-911 System

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning an Upgrade to the County's E-911 System - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning an upgrade to the County's E-911 System:

A. Authorize the upgrade of the County's E-911 System to Cassidian Vesta 4 to ensure the integrity of the E-911 System for at least the next five years, using funding from E-911 Operations Fund (145) Reserves, in the amount of \$692,287.73, including first year's maintenance;

B. Approve a five-year Agreement (three-year initial term, with two one-year renewal options) with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorize the Chairman to sign the Agreement, pending Legal sign-off; and

C. Upon execution of the Agreement by the Chairman, authorize issuance of a Purchase Order(s) to AT&T, in the amount of \$692,287.73, to initiate the Project.

#### **BACKGROUND:**

Escambia County's Cassidian Vesta CS E-911 System was purchased in June 2008 for \$2,280,356. System implementation was started in November 2008, which consisted of three separate Public Safety Answering Points (PSAPs); Public Safety Emergency Communications Center (ECC), Sheriff's Office (ECSO) and Pensacola Police Department (PPD). The ECC is the county's primary PSAP, the ECSO is a secondary for the County, and the PPD is the primary PSAP for the City. Each site is equipped with Cassidian Vesta CS call handling software that resides on servers and workstations. 911 call routing is provided by AT&T and is integrated with Vesta CS. AT&T, our exchange provider, is currently under contract with Escambia County for maintenance of our 911 System.

Two years ago we completed an upgrade to the System, driven by Nortel declaring bankruptcy and Avaya purchasing the company. Avaya immediately required Nortel equipment to be upgraded to its software standard for continued PBX support. The Avaya upgrade totaled

\$352,015.16 for all three 911 sites. We applied for a grant from the State of Florida E911 Board and were awarded \$240,663.17. Under the rules of the grant at that time, a grantee could only receive grant funding for two PSAPs. We used the award to pay for the two most expensive upgrades, the ECC and ECSO, and applied County E-911 Reserve Funds to cover the cost of the PPD upgrade in the amount of \$111,351.99.

**Issue:** Our E-911 System hardware (servers and workstations) is approaching its five year life span and failures are slowly starting to occur. We started looking into simply refreshing hardware as a way to keep the System operating in a cost effective way. We were taking this approach because Next Generation 911 (NEXGEN 911) standards are under development on a national level. The future of 911 is a continuation of voice, with the addition multimedia capabilities to support Text, Photos and Video operating on a Internet Protocol (IP)-based foundation. Many wireless providers will be offering the "Text-to-911" feature in Escambia County in 2014. Our current system cannot support these features.

In our quest to refresh hardware, serious problems became evident making this option unavailable.

- Vesta CS: Operates on a Windows XP Platform. XP will no longer be supported by Microsoft starting in April 2014. Cassidian is no longer offering upgrades or will load Vesta CS software on XP machines and also will no longer support 911 Reporting Software on XP. Additionally, Vesta CS operates on a Windows Server 2003 Application, which is also "end of life" as declared by Microsoft. Support will end in July 2015.
- Nortel 2216 Phones: The 2216 phones interface the Nortel (now Avaya) PBX with the Vesta CS Workstations and reside at each dispatch position. Each phone set operates solely as an interface, but not as a back up to system failures. These phones were given an "end of life" status when Nortel declared bankruptcy in 2009. There are several versions of the 2216, but the one needed as an interface is no longer on the market for purchase. Individual phone set failures will render 911 functions at the failed position unusable.

**Solution:** Cassidian has developed an intermediate NEXGEN product, Vesta 4. It is an expandable IP-based system and eliminates the need for PBX. Also, it interfaces with VOIP phone sets, which is included in the price and can be used independently of the computer workstations. Vesta 4 resides on a Windows 2007 Platform. The system will operate on a closed AT&T IP Network with built-in redundancy. Cassidian and AT&T are partnered together offering this as an upgrade to our existing system, when in fact it would be a completely new E-911 System.

**Cost:**

- \$502,097.50 (Non-recurring) ECC, ECSO, & PPD
- \$15,849.15 (Maintenance & Network Monthly Recurring Charges) ECC, ECSO, & PPD.

**Funding:** Due to a decline in the State 911 Trust Fund, we are not going to be able to qualify for a grant. The E911 Board is now not only looking at two years of 911 Fee Carryover, they are looking at the total in county 911 funds. Since we have \$1.3 million in our Trust or Reserves, we are expected to pay for system upgrades or replacement. Not only did this new rule recently get adopted, but now grants will only be approved for one answering point, on a reimbursable basis.

**BUDGETARY IMPACT:**

Expenditure of the requested \$692,287.73 will result leave a Reserve 145 Fund Balance of approximately \$614,653.27.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Resulting agreement must be reviewed and approved as to form and legal sufficiency prior to execution by the Board Chairman.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Public Safety Department will coordinate with AT&T and the County Attorney's office with regard to the Agreement and will issue a requisition to initiate the project following Agreement execution by the Chairman.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4918

County Administrator's Report 10. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: SBA #253 - Federal Elections Activity Match Funding

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #253 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #253, General Fund (001) and Other Grants and Projects Fund (110) in the amount of \$4,984, to recognize a transfer of Grant match funding, and to appropriate these funds for the Federal Elections Activity Grant with the Escambia County Supervisor of Elections (SOE) Office.

#### **BACKGROUND:**

The State of Florida requires a 15% match of funding to secure the Federal Elections Activity Grant. These funds will come from the SOE General Fund Budget in the amount of \$4,984, and be placed into the Grant Budget.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 and decrease Fund 001 by \$4,984.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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#### **Attachments**

SBA#253

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2013-**\_\_\_\_\_

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, the State of Florida is requiring the 15% match funding associated with the Federal Elections Activity Grant to be placed with the grant funds, these funds must now 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, 2013:

General Fund	1		
Other Grants & Projects	110		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
T-fers from F-001	110	381001	4,984
<b>Total</b>			<b>\$4,984</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Promotional Activities	110/550125	54801	4,984
Other Contractual Services	001/550101	53401	(4,984)
T-fers to F-110	001/110215	59108	4,984
<b>Total</b>			<b>\$4,984</b>

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:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Gene M. Valentino, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#253



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4925

County Administrator's Report 10. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: BA #257 - Amending the Sheriff's Fiscal Year 2012-13 Budget

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Budget Amendment #257 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #257, Sheriff's Department, General Fund (001), in the amount of \$1,600,000 to cover end of year personnel and operating expenses in the Detention Budget. Funds are being moved from the existing Law Enforcement (LE) Budget. No additional funds are being added to the Sheriffs' total Fiscal Year 2012-2013 Adopted Budget.

#### **BACKGROUND:**

The Sheriff's Office has requested an amendment to their existing FY12-13 Budget placing funds from the LE side over to Detention to cover end of year expenditures in personnel and operating.

#### **BUDGETARY IMPACT:**

This amendment will increase Detention personnel funds by \$900,000 and operating funds by \$700,000.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires amendments to Constitutional Officer's Budgets be approved by the Board.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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#### **Attachments**

BA#257

**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
#257**

**Approval Authorities**

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: Fund 001/Sheriff Law Enforcement  
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Personal Services		540101	59702	900,000
Personal Services		540101	59702	700,000
<b>Total</b>				<b>\$1,600,000</b>

**Transfer To: Fund 001/Sheriff Detention  
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Personal Services		540201	59702	900,000
Operating Expenditures		540201	59703	700,000
<b>Total</b>				<b>\$1,600,000</b>

**Detailed Justification:**

Per the Sheriff's Office request BA#257 is placing funds into the Detention Budget from the LE Budget in order to cover year end expenditures. Since this is amending a Constitutional Officer's Budget it must go before the BCC for approval, no additional dollars are being allocated to the Sheriff's overall FY2012-13 Budget.

**OMB Analyst**

**Management & Budget Department Director**

**Budget Manager**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4920

County Administrator's Report 10. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: PD 12-13.056, Elevator Maintenance/Services for Various Facilities Escambia County

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Elevator Maintenance/Services for Various Facilities in Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 12-13.056, Elevator Maintenance/Services for Various Facilities, Escambia County, to Panhandle Elevators DBA Panhandle-Humbaugh Elevators, for 36 months, effective October 1, 2013, with 2 options to extend for 12-month periods, for a total term not to exceed 60 months, for providing maintenance and repairs, as required, for an annual amount not to exceed the annual budgeted amount of \$88,660.

[Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601, \$81,500; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601, \$3,200; Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601, \$3,960]

#### **BACKGROUND:**

The Office of Purchasing, advertised the Invitation to Bid on August 5, 2013, and received five (5) Bids on August 29, 2013, Panhandle Elevators DBA Panhandle Humbaugh Elevators was the lowest responsive and responsible bid.

#### **BUDGETARY IMPACT:**

Funding: Fund 001 General Fund, Facility Maintenance Cost Center 310203, Object Code 54601, \$81,500; Fund 001 General Fund, Libraries Cost Center 110502, Object Code 54601, \$3,200; Fund 001 General Fund, Parks & Recreation Department Cost Center 350226; Fund 352 Local Option Sales Tax III Cost Center 350229, Object Code 54601, \$3,960.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**



The Director of the Facilities Management Department shall serve as the County Administrator's designee as owner's representative for Contract Administration and Management of this Contract.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue a Purchase Order.

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**Attachments**

Bid Tab

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# PUBLIC NOTICE OF RECOMMENDED AWARD

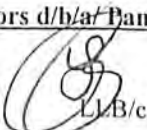
BID TABULATION		DESCRIPTION: Elevator Maintenance/Services for Various Facilities, Escambia County BID # PD 12-13.056							
NAME OF BIDDER	Cover Sheet/ Acknowl.	Bid Bond or Check	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Certificate of Insurance	Acknowledgement of Addendums	Monthly Total for all Locations
Affinity Elevator Co., LLC 6230 Green Acres Dr. Pensacola, FL 32526	X	\$2,694.00 (check)	X	X	X	X	X	N/A	\$4,490.00
Bagby Elevator Co. 1101 Old Shell Road Mobile, AL 36604	X	N/A	X	X	X	X	X	N/A	\$6,823.00
Mowery Elevator Co., of FL, Inc 4518 Lafayette Street Marianna, FL 32446	X	N/A	X	X	X	X	X	N/A	\$4,990.00
Panhandle Elevators DBA Panhandle- Humbaugh Elevators 4811 Crary Rd. Century FL 32535	X	N/A	X	X	X	X	X	N/A	\$4,261.00
ThyssenKrupp Elevator 4810 Sears Blvd Ste C Pensacola, FL 32514	X	N/A	X	X	X	X	X	N/A	\$7,435.00
BIDS OPENED BY:	Lester L. Boyd Purchasing Specialist      DATE: 8/30/2013								
BIDS TABULATED BY:	Cynthia Smith, RMLO      DATE: 8/30/2013								
BIDS WITNESSED BY:	Cynthia Smith, RMLO      DATE: 8/30/2013								

CAR  
DATE  
9/16/2013

BCC  
DATE  
9/16/2013

The Purchasing Manager/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Panhandle Elevators d/b/a Panhandle-Humbaugh Elevators, for an amount of up to \$88,660.00.

Posted @4:15 p.m., CDT on 9/3/2013

  
LLB/crs

**PD 12-13.056 ELEVATOR BID FORM**

FD 12-13.056 ELEVATOR BID FORM				PANHANDLE/ HUMBAUGH	AFFINITY ELEVATOR CO	MOWREY ELEVATOR CO	BAGBY ELEVATOR CO	THYSSENKRUPP ELEVATOR
FACILITY	LOCATION	SN	DESCRIPTION	COST PER MONTH	COST PER MONTH	COST PER MONTH	COST PER MONTH	COST PER MONTH
Central Booking & Detention Facility	1200 W. Leonard St.	05234	1 Mont. Tract	\$ 347.00	\$ 140.00	\$ 205.00	\$ 229.00	\$ 375.00
Central Booking & Detention Facility	1200 W. Leonard St.	05235	1 Mont. Tract	\$ 347.00	\$ 140.00	\$ 205.00	\$ 229.00	\$ 375.00
Central Booking & Detention Facility	1200 W. Leonard St.	56317	1 Dumowalter	\$ 109.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 50.00
Community Probation	2251 N. Palafox St.	56069	1 Mowrey Hydraulic	\$ 70.00	\$ 120.00	\$ 110.00	\$ 155.00	\$ 160.00
Escambia County Old Courthouse	223 S. Palafox St.	02600	1 Otis Traction	\$ 137.00	\$ 140.00	\$ 205.00	\$ 300.00	\$ 375.00
Matt Langley Bell/Ordons	213 S. Palafox St.	89687	1 Schindler Hydraulic	\$ 75.00	\$ 120.00	\$ 110.00	\$ 155.00	\$ 160.00
Ernie L. Magaha Bldg.	213 S. Palafox St.	51367	1 Wheelchair Lift	\$ 50.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 100.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	93670	Wheelchair lift	\$ 50.00	\$ 100.00	\$ 100.00	\$ 170.00	\$ 100.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	89688	1 Schindler Hydraulic	\$ 80.00	\$ 120.00	\$ 130.00	\$ 170.00	\$ 160.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	89689	1 Schindler Hydraulic	\$ 80.00	\$ 120.00	\$ 130.00	\$ 170.00	\$ 160.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	89690	1 Schindler Hydraulic	\$ 75.00	\$ 120.00	\$ 130.00	\$ 170.00	\$ 160.00
Ernie L. Magaha Parking Garage	49 W. Intendencia St.	89891	1 Schindler Traction	\$ 202.00	\$ 320.00	\$ 200.00	\$ 600.00	\$ 375.00
Jail I	2935 N. L St.	29404	1 Dover Traction	\$ 257.00	\$ 140.00	\$ 225.00	\$ 260.00	\$ 375.00
Jail I	2935 N. L St.	29405	1 Dover Traction	\$ 257.00	\$ 140.00	\$ 225.00	\$ 260.00	\$ 375.00
Jail I	2935 N. L St.	33214	1 Mont. Hydraulic	\$ 145.00	\$ 120.00	\$ 120.00	\$ 155.00	\$ 160.00
Sheriff Admin	1700 W. Leonard St.	27042	1 National Hydraulic	\$ 75.00	\$ 120.00	\$ 110.00	\$ 155.00	\$ 160.00
Sheriff Admin	1700 W. Leonard St.	27043	1 National Hydraulic	\$ 75.00	\$ 120.00	\$ 100.00	\$ 155.00	\$ 160.00
Sheriff Expansion	1700 W. Leonard St.	85586	1 Otis Hydraulic	\$ 75.00	\$ 120.00	\$ 110.00	\$ 155.00	\$ 160.00
M.C. Blanchard Judicial Building	190 Government St.	54744	1 Dover Hydraulic	\$ 75.00	\$ 120.00	\$ 120.00	\$ 155.00	\$ 160.00
M.C. Blanchard Judicial Building	190 Government St.	55381	1 Shield Platform Lift	\$ 40.00	\$ 150.00	\$ 120.00	\$ 175.00	\$ 100.00
M.C. Blanchard Judicial Garage	190 Government St.	60121	1 Elevator Hydraulic	\$ 75.00	\$ 120.00	\$ 120.00	\$ 155.00	\$ 160.00
M.C. Blanchard Judicial Building	190 Government St.	26033	1 Dover Traction	\$ 202.00	\$ 140.00	\$ 215.00	\$ 260.00	\$ 375.00
M.C. Blanchard Judicial Building	190 Government St.	26034	1 Dover Traction	\$ 202.00	\$ 140.00	\$ 195.00	\$ 260.00	\$ 375.00
M.C. Blanchard Judicial Building	190 Government St.	26035	1 Dover Traction	\$ 202.00	\$ 140.00	\$ 215.00	\$ 260.00	\$ 375.00
M.C. Blanchard Judicial Building	190 Government St.	26036	1 Dover Traction	\$ 202.00	\$ 140.00	\$ 215.00	\$ 260.00	\$ 375.00
M.C. Blanchard Judicial Building	190 Government St.	26037	1 Dover Traction	\$ 202.00	\$ 140.00	\$ 215.00	\$ 260.00	\$ 375.00
M.C. Blanchard Judicial Building	190 Government St.	54745	1 Dover Hydraulic	\$ 80.00	\$ 120.00	\$ 120.00	\$ 155.00	\$ 160.00
Central Office Complex	33363 W. Park Pl.	97349	Hydraulic	\$ 75.00	\$ 120.00	\$ 110.00	\$ 125.00	\$ 160.00
Central Office Complex	33363 W. Park Pl.	97350	Hydraulic	\$ 75.00	\$ 120.00	\$ 110.00	\$ 125.00	\$ 160.00
Barrineau Park	6055 Barrineau Pk School Rd.		Wheelchair lift	\$ 40.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 100.00
Monthly Total for All Locations				\$ 3,976.00	\$ 3,950.00	\$ 4,470.00	\$ 6,103.00	\$ 6,815.00
Main Library	239 N. Spring St.	4237	Hydraulic	\$ 75.00	\$ 120.00	\$ 110.00	\$ 120.00	\$ 160.00
Main Library	239 N. Spring St.	98995	Hydraulic	\$ 75.00	\$ 120.00	\$ 110.00	\$ 150.00	\$ 160.00
Monthly Total for All Locations				\$ 150.00	\$ 240.00	\$ 220.00	\$ 270.00	\$ 320.00
Brent Athletic Park	4711 N. W St.	93326	Wheelchair lift	\$ 45.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 100.00
Belview Athletic Park	2750 Longleaf Dr.	92137	Wheelchair lift	\$ 45.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 100.00
Ashton Brosnahan Soccer Complex	10370 Ashton Brosnahan	91948	Wheelchair lift	\$ 45.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 100.00
Monthly Total For The Above-Listed Locations				\$ 135.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 300.00
Monthly Total For All Locations				\$ 4,261.00	\$ 4,490.00	\$ 4,990.00	\$ 6,823.00	\$ 7,435.00
After Regular Business Hours Contractor's Rate Per Hour				\$ 300.00	\$ 125.00	\$ 100.00	\$ 180.00	\$ 493.00
Any Additional Elevator Locations that are Acquired								



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4908

County Administrator's Report 10. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Interfund Loan for Deerfield Estates Sewage and Lift Station Improvements  
MSBU

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning an Interfund Loan for the Deerfield Estates Sewage and Lift Station Improvements MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning an interfund loan for the Deerfield Estates Sewage and Lift Station Improvements Municipal Services Benefit Unit (MSBU):

A. Approve an interfund loan from the Local Option Sales Tax III Fund (352) to the MSBU Assessment Program Fund (177) in an amount not to exceed \$501,488, to pay costs associated with improving the Deerfield Estates Sewage and Lift Station. The interfund loan will have a maximum repayment schedule of 20 years and be repaid from MSBU assessments; and

B. Adopt the Resolution approving Supplemental Budget Amendment #250, MSBU Assessment Program Fund (177), in the amount of \$501,488, to recognize the proceeds of the interfund loan, and to appropriate these funds for the Deerfield Estates Sewage and Lift Station Improvements.

#### **BACKGROUND:**

On August 9, 2012, the Board approved an Ordinance creating the Deerfield Estates Subdivision Sewage and Lift Station Improvement MSBU so that the County could assess Deerfield Estates property owners the costs of requested improvements that would be completed by Emerald Coast Utilities Authority (ECUA). ECUA has completed the work and since MSBU assessments have not yet been collected from the subdivision property owners, an interfund loan from the Local Option Sales Tax Fund will provide temporary funding. The loan will be repaid as MSBU Assessments are collected.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 177 by \$501,488.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#250

Investment Policy Disclosure

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Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2013-

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 is making improvements to Deerfield Estates sewer and lift station and financing the project with an interfund loan, 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, 2013:

<u>MSBU Assessment Program</u>	<u>177</u>		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Loan Proceeds	177	383001	\$501,488
<b>Total</b>			<u><u>\$501,488</u></u>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Improvements Other than Buildings	177/140999	56301	\$501,488
<b>Total</b>			<u><u>\$501,488</u></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:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment  
#250

### Investment Policy Disclosure

<b>Fund Requiring the Loan:</b>	Municipal Services Benefit Unit (MSBU) (177)
<b>Fund Providing the Loan:</b>	Local Option Sales Tax III (352)
<b>Amount of the Loan:</b>	\$501,488
<b>Amount of Existing Interfund Loans:</b>	N/A
N/A	
<b>Cash Balance:</b>	
MSBU (177)	\$1,001,639 or 50.07%
LOST III (352)	\$63,303,524 or .79%
<b>Fund Balance:</b>	
LOST III (352)	\$61,827,619
<b>Loan as a % of Fund Balance:</b>	
LOST III (352)	0.81%
<b>Length of the Loan:</b>	20 years (repayment per MSBU Guidelines)
<b>Source of Repayment:</b>	MSBU Reimbursements from Property Owners
<b>Explanation of Circumstances Creating Loan:</b>	Deerfield Estates Sewer and Lift Station Improvements
<b>Explanation as to the Availability of Cash:</b>	LOST currently has more funds than can be expended on county projects in a single year.
<b>Potential for Cash to be Needed prior to Payback:</b>	Although it is not anticipated that the cash will be needed prior to payback, a twenty year term would increase the odds that the cash would be needed.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4903

County Administrator's Report 10. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Lease Agreements for the Tryon and Downtown Libraries

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Lease Agreements with the City of Pensacola for the Tryon Branch Library and Downtown Main Library - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Lease Agreements with the City of Pensacola for the Downtown Main and Tryon Branch Libraries:

A. Approve the following two Lease Agreements between the City of Pensacola and Escambia County:

1. Lease Agreement for Downtown Main Library; and

2. Lease Agreement for Tryon Branch Library; and

B. Authorize the Chairman to sign the Lease Agreements.

#### **BACKGROUND:**

These Leases grant the County the right to use the Tryon and Downtown facilities as a public library facility. The title to the building and improvements will remain with the City.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A



**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Downtown Lease Agreement

Tryon Lease Agreement

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

LEASE AGREEMENT FOR DOWNTOWN MAIN LIBRARY

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE CITY OF PENSACOLA, a municipal corporation of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (the "Lessor") and the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida 32597-1591, its successors and assigns (the "Lessee").

FOR AND IN CONSIDERATION of the mutual benefits to be derived by the parties hereto from this Lease, the mutual promises contained herein and other and good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree each with the other as follows:

I. STATEMENT OF PURPOSE

The execution of this Lease agreement is intended by the parties to foster and effectuate the provisions of that certain Interlocal Agreement Between Escambia County And The City of Pensacola Relating To The West Florida Public Library System, executed by the parties hereto and taking effect on October 1, 2013, by leasing the structure identified as the Downtown Library located at 239 North Spring Street, Pensacola, Florida, owned by the City of Pensacola, to the County of Escambia to serve as a library facility pursuant to the terms and conditions of the Interlocal Agreement.

II. PREMISES LEASED

Lessor hereby leases to Lessee, and the Lessor hereby leases from the Lessee, the real property described on Exhibit "A", attached hereto and made a part hereof by reference ("Leased Premises"), subject to the terms, provisions, and conditions of this Agreement.

III. INTERLOCAL AGREEMENT CONTROLLING

The parties agree that the terms, provisions and conditions of the Interlocal Agreement Relating To The West Florida Public Library System shall govern the rights, responsibilities and obligations of the parties under this Lease agreement, as the Interlocal Agreement shall specifically refer to the Downtown Facility which is the subject of this Lease, and that in the event of any conflict of provisions or ambiguity between this Lease agreement and the Interlocal Agreement, the terms and provisions of the Interlocal Agreement shall prevail.

#### IV. TERM

This Lease shall remain in force and effect for as long as the Interlocal Agreement remains in force and binding upon the parties; however, the parties may amend or terminate this Lease upon mutual consent and agreement.

#### V. USE OF PREMISES

The Property shall be utilized solely as a public library facility and other uses consistent and ancillary therewith. No other use of the property is permissible without having first sought and received the express permission of the Lessor.

#### VI. TITLE TO BUILDING AND IMPROVEMENTS

Title to the Property and any capital improvements of a permanent character that shall be placed upon the Property by Lessee shall remain in Lessor throughout and upon the termination of this Lease or any renewal or extension hereof.

#### VII. ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection of the Property.

#### VIII. CARE AND MAINTENANCE

Lessee shall be responsible for all internal and external maintenance of the structure, as provided by the Interlocal Agreement.

#### IX. INSURANCE

The parties' obligations and responsibilities for insuring, repairing and replacing the Property and the defense of any claims arising from the use of the Property shall be as provided by the Interlocal Agreement.

#### X. NO ASSIGNMENT OF LESSEE'S RIGHTS

Lessee shall not assign its interest and obligations in the Lease without the express approval of the Lessor.

#### XII. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, disability or sex in the use of the Property or the facilities and programs that may be made available to the public at the facility.

### XIII. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: City Administrator  
City of Pensacola  
222 W. Main Street  
Pensacola, Florida 32502

Lessee: County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

### XIV. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including their successors and assigns, respectively.

### XV. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

### XVI. SEVERABILITY

If any provision of this lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

### XVII. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

### XVIII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior or contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are cancelled and superseded by the provisions of this Lease.

#### XIX. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

#### XX. EFFECTIVE DATE AND RECORDING

This Agreement, after being properly executed by all parties named herein, shall become effective immediately upon the effective date of the Interlocal Agreement, and it is the intent of the parties that such effective date will be October 1, 2013. Escambia County shall be responsible for recording this document in the public records of Escambia County promptly upon its taking effect.

*Remainder of page intentionally left blank*

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 and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_

Gene M. Valentino, Chairman

Date: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: *[Signature]*  
Title: Dist. County Attorney  
Date: Aug. 29, 2013

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(Seal)

THE CITY OF PENSACOLA,  
A FLORIDA MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Ashton J. Hayward III, Mayor

ATTEST:

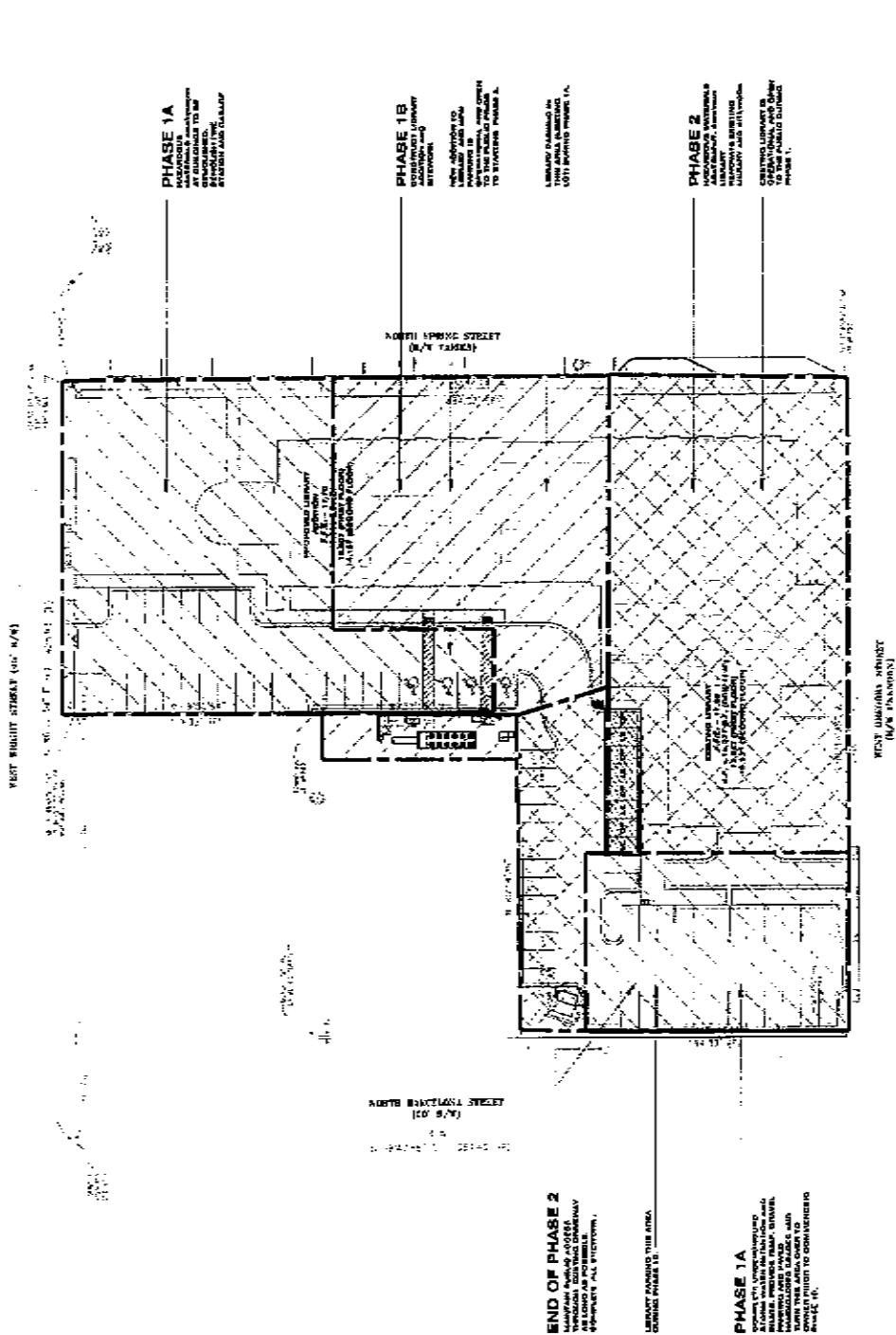
By: \_\_\_\_\_  
City Clerk

(Seal)

Legal in form and valid as drawn:

\_\_\_\_\_  
James M. Messer, City Attorney

**Exhibit A**  
**Main Downtown Branch**



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

LEASE AGREEMENT FOR TRYON BRANCH LIBRARY

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE CITY OF PENSACOLA, a municipal corporation of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (the "Lessor") and the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida 32597-1591, its successors and assigns (the "Lessee").

FOR AND IN CONSIDERATION of the mutual benefits to be derived by the parties hereto from this Lease, the mutual promises contained herein and other and good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree each with the other as follows:

I. STATEMENT OF PURPOSE

The execution of this Lease agreement is intended by the parties to foster and effectuate the provisions of that certain Interlocal Agreement Between Escambia County And The City of Pensacola Relating To The West Florida Public Library System, executed by the parties hereto and taking effect on October 1, 2013, by leasing the structure identified as the Tryon Branch located at 1200 Langley Avenue, Pensacola, Florida, owned by the City of Pensacola, to the County of Escambia to serve as a library facility pursuant to the terms and conditions of the Interlocal Agreement.

II. PREMISES LEASED

Lessor hereby leases to Lessee, and the Lessor hereby leases from the Lessee, the real property described on Exhibit "A", attached hereto and made a part hereof by reference ("Leased Premises"), subject to the terms, provisions, and conditions of this Agreement.

III. INTERLOCAL AGREEMENT CONTROLLING

The parties agree that the terms, provisions and conditions of the Interlocal Agreement Relating To The West Florida Public Library System shall govern the rights, responsibilities and obligations of the parties under this Lease agreement, as the Interlocal Agreement shall specifically refer to the Tryon Branch which is the subject of this Lease, and that in the event of any conflict of provisions or ambiguity between this Lease agreement and the Interlocal Agreement, the terms and provisions of the Interlocal Agreement shall prevail.



#### IV. TERM

This Lease shall remain in force and effect for as long as the Interlocal Agreement remains in force and binding upon the parties; however, the parties may amend or terminate this Lease upon mutual consent and agreement.

#### V. USE OF PREMISES

The Property shall be utilized solely as a public library facility and other uses consistent and ancillary therewith. No other use of the property is permissible without having first sought and received the express permission of the Lessor. The parking lot shall be available for users of both the Tryon Branch library facility and the adjacent Bryan Park.

#### VI. TITLE TO BUILDING AND IMPROVEMENTS

Title to the Property and any capital improvements of a permanent character that shall be placed upon the Property by Lessee shall remain in Lessor throughout and upon the termination of this Lease or any renewal or extension hereof.

#### VII. ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection of the Property.

#### VIII. CARE AND MAINTENANCE

Lessee shall be responsible for all internal and external maintenance of the structure, as provided by the Interlocal Agreement.

#### IX. INSURANCE

The parties' obligations and responsibilities for insuring, repairing and replacing the Property and the defense of any claims arising from the use of the Property shall be as provided by the Interlocal Agreement.

#### X. NO ASSIGNMENT OF LESSEE'S RIGHTS

Lessee shall not assign its interest and obligations in the Lease without the express approval of the Lessor.

#### XII. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, disability or sex in the use of the Property or the facilities and programs that may be made available to the public at the facility.

### XIII. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: City Administrator  
City of Pensacola  
222 W. Main Street  
Pensacola, Florida 32502

Lessee: County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

### XIV. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including their successors and assigns, respectively.

### XV. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

### XVI. SEVERABILITY

If any provision of this lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

### XVII. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

### XVIII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior or contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are cancelled and superseded by the provisions of this Lease.

#### XIX. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

#### XX. EFFECTIVE DATE AND RECORDING

This Agreement, after being properly executed by all parties named herein, shall become effective immediately upon the effective date of the Interlocal Agreement, and it is the intent of the parties that such effective date will be October 1, 2013. Escambia County shall be responsible for recording this document in the public records of Escambia County promptly upon its taking effect.

*Remainder of page intentionally left blank*

**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 and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

**COUNTY:**

**Escambia County, Florida Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Asst. County Attorney  
Date: Aug. 29, 2013

By: \_\_\_\_\_

Gene M. Valentino, Chairman

Date: \_\_\_\_\_

**ATTEST:** Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(Seal)

**THE CITY OF PENSACOLA,  
A FLORIDA MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Ashton J. Hayward III, Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

(Seal)

Legal in form and valid as drawn:

\_\_\_\_\_  
James M. Messer, City Attorney





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4846

County Administrator's Report 10. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Purchase Orders in Excess of \$50,000 Fiscal Year 2013-2014 for Escambia County Jail

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Approval of Purchase Orders in Excess of \$50,000 for Fiscal Year 2013-2014 for the Escambia County Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal Year 2013-2014, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the operation of the Escambia County Jail; the issuance of these Purchase Orders in October 2013 is necessary to ensure continuity of services as required for daily operations.

Service Provider	Estimated Annual Expenditures by Service Type
Diamond Pharmacy Services Pharmaceuticals	\$773,000
Sacred Heart Health Laboratory Services Lab Testing	\$83,000
Sacred Heart Hospital In-Patient Care	\$250,000
Sacred Heart Medical Emergency Care	\$100,000
Tech Care XRay, LLC Xray services	\$65,000
Henry Schein, Inc. Medical Supplies	\$85,000

[Funding: Fund 001, General Fund, Cost Center 290402, Medical]

#### **BACKGROUND:**

Contracts for medical services are considered to be critical services and must not be interrupted for any period of time during the transistion of operations of the Escambia County Jail to the Board of County Commissioners. Provisions have been made with current providers of critical services to continue to provide services as currently contracted to ensure continuity of operations in accordance with Chapter 46, Section 46-96(c) of the Code of Ordinance. The Office of Purcchasing will review and assess all contracts related to services and establish a procurement plan for the replacement of existing agreements in accordance with the Escambia County Code of Ordinance, Chapter 46, Finance, Article II, Purchases and Contracts.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, cost center 290402 Medical

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney is reviewing all agreements.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Purchase Orders will be issued through the Office of Purchasing.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4891

County Administrator's Report 10. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Purchase Orders over \$50,000 for Fiscal Year 2013-2014

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Purchase Orders in Excess of \$50,000 for the Community Affairs Department for Fiscal Year 2013-2014 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Community Affairs Department, for Fiscal Year 2013-2014, as follows:

<u>Vendor</u>	<u>Amount</u>	<u>Contract Number</u>
Merritt Veterinary Supply	\$100,000	N/A
Vendor Number: 133193		
Animal Care, Medication, Medical Supplies, and Equipment		
Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted Fund		
Cost Center: Animal Services Administration 320501, and Kennel Sponsorships 320503		

[Funding Source: Funding is available in the specified Cost Center(s) for each Purchase Order(s).]

#### **BACKGROUND:**

The Department of Community Affairs has purchase orders that over the course of a fiscal year may exceed \$50,000. The issuance of these purchase orders during October 2013 is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

#### **BUDGETARY IMPACT:**

Funding is available in the specified cost center(s) for each purchase order noted above.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**



N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of \$50,000 or greater.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will coordinate with the Office of Purchasing on the issuance of these purchase orders.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4889

County Administrator's Report 10. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Tenth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Tenth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Tenth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between Escambia County Board of County Commissioners and Disabled American Veterans Department of Florida, Incorporated (DAV), extending Contract provisions for the period of October 1, 2013, through September 30, 2014, in the amount of \$15,000.

[Funding Source: General Fund, Fund 001, Public Social Services, Cost Center 320202 - \$15,000]

#### **BACKGROUND:**

The Disabled American Veterans Agreement with the Board provides for the services of a certified veterans counselor to assist veterans and their dependents. The obligation of the County to provide this service is limited to twenty (20) hours per week. The limited service was established from Board action to privatize veterans services in Escambia County. The DAV officer under contract for Escambia County is co-located at the Joint Ambulatory Care Center (JACC) on Veterans Way in Pensacola.

#### **BUDGETARY IMPACT:**

Funding for the Agreement is budgeted for FY 2014 and available in Fund 001 General Fund, Cost Center 320202 Public Social Services.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney Office prepared the Amendment and approved as to form and legal sufficiency.

#### **PERSONNEL:**

Staffing for this service is provided by the DAV per the terms of the Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires approval of all such contracts and amendments.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will continue to coordinate with the DAV on matters concerning this Agreement.

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**Attachments**

Tenth Amendment to DAV Agreement

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**TENTH AMENDMENT TO VETERANS AND DEPENDENT  
COUNSELING AND ASSISTANCE SERVICES AGREEMENT  
BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY  
COMMISSIONERS AND DISABLED AMERICAN VETERANS  
DEPARTMENT OF FLORIDA INCORPORATED (D.A.V.)**

**THIS IS THE TENTH AMENDMENT** to the Agreement by and between Disabled American Veterans Department of Florida, Incorporated (D.A.V.), a non-profit corporation authorized to do business in the State of Florida with an administrative address at 2015 SW 75<sup>th</sup> Street, Gainesville, Florida 32607, and federal tax identification number of 59-0915376 (hereinafter referred to as the "Provider") and Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

**WHEREAS**, the Provider and County mutually recognize the need for veterans and dependent benefit counseling and assistance services in Escambia County, and

**WHEREAS**, on or about October 7, 1991, the Provider and County previously entered into an Agreement providing such veterans and dependent counseling and assistance services to eligible recipients in Escambia County, and

**WHEREAS**, both the Provider and County now agree that continuing such services is mutually beneficial to both Parties and that as a result, the Parties' Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Provider and the County agree to amend the Agreement referenced herein as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That ARTICLE 6 is hereby amended, and the term of the Agreement shall be extended as provided herein. The Agreement shall be considered as effective beginning October 1, 2013, and shall run through September 30, 2014, with any subsequent renewal subject to approval by both Parties.
3. That the Parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of the Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
5. That this Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties

stipulate that venue for any state or federal court action or other proceeding relating to the matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**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 duly authorized Chairman, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2013, and the Disabled American Veterans Department of Florida, Incorporated, through its duly authorized President.

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

\_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency.

(Seal)

By/Title: K. M. Valentino  
Date: 8/27/13

**PROVIDER:**  
**DISABLED AMERICAN VETERANS DEPARTMENT OF FLORIDA, INCORPORATED**, a non- profit corporation authorized to do business in the State of Florida

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
President



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4882

County Administrator's Report 10. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2013-2014, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2013 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

#### **BACKGROUND:**

The issuance of these purchase orders during the first week of October 2013 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

#### **BUDGETARY IMPACT:**

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Public Works POs Over \$50K 2013-2014

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**PUBLIC WORKS BUREAU**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**

**Engineering (includes Traffic and Transportation Operations Division)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
1. Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$250,000	n/a	Vendor No. 011211
2. CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$250,000	n/a	Vendor No. 030050
3. Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 12-13.049	Vendor No. 070606
4. TESI Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201	\$500,000	PD 11-12.035	Vendor No. 200955
5. General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736		PD 10-11.065	
a. Panhandle Grading and Paving, Inc.	\$4,000,000		Vendor No. 160114
b. Roads, Inc. of NWF	\$4,000,000		Vendor No. 182328
c. APAC	\$1,000,000		Vendor No. 013641
d. Utility Services, Inc.	\$1,000,000		Vendor No. 211593
e. Gulf Atlantic	\$1,000,000		Vendor No. 843895
f. Heaton Brothers	\$1,000,000		Vendor No. 081314
6. Coastline Striping Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$600,000	PD 10-11.067	Vendor No. 033766
7. Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 11-12.009	Vendor No. 072898



**PUBLIC WORKS BUREAU**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**

**Engineering (includes Traffic and Transportation Operations Division)**

<u><b>Contractor</b></u>	<u><b>Amount</b></u>	<u><b>Contract #</b></u>	<u><b>Vendor #</b></u>
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8. Award Purchase Orders in excess of \$50K to the following vendors for Bridge Renovations:

Fund 175, Cost Center 211201/211602/211101

Funds 182-199, Cost Centers 210719-210736

Fund 352, Cost Center 210107

a. Material Vendors:

American Concrete Supply			Vendor No. 011899
Ferguson Enterprises, Inc.			Vendor No. 060880
Martin Marietta Materials			Vendor No. 131502
USA Ready Mix dba Block USA			Vendor No. 023799
Bell Steel Co., Inc.			Vendor No. 022699
Southeastern Pipe and Precast, Inc.			Vendor No. 193791
Oldcastle Precast, Inc.			Vendor No. 150129
Midway Lumber			New Vendor
A-1 Lumber			New Vendor
Gulf Coast Traffic Engineers			Vendor No. 072898
Coast Line Striping			Vendor No. 033766

b. Continuing Professional Services - Bridge Work; Construction Contractors:

DKE Marine			Vendor No. 040206
Davis Marine			Vendor No. 040386
Gulf Coast Construction			New Vendor

c. Continuing Professional Services - Bridge Work, Engineers:

Thompson Engineering, Inc.			Vendor No. 201604
DRMP, Inc.			Vendor No. 042846
Jerry W. McGuire & Associates			Vendor No. 131968
Hatch Mott MacDonald FL			Vendor No. 081206
Volkert, Inc.			Vendor No. 220584
American Consulting Engineers			Vendor No. 012081
Sigma Consulting Group			Vendor No. 192991

d. Bridge Program Technical Consulting

Hatch Mott McDonald, LLC			Vendor No. 081206
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**PUBLIC WORKS BUREAU  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**

**Engineering (includes Traffic and Transportation Operations Division)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
9. <u>Real Estate Services</u>			
<u>Real Estate Title Searches</u>			
Escarosa Land Research	\$100,000	PD 07-08.048	Vendor No. 051907
<u>Property Appraisals</u>	\$100,000	PD 10-11.030	
a. Brantley and Associates			Vendor No. 410028
b. Asmar Appraisal Company			Vendor No. 014139
c. G. Daniel Green and Associates			Vendor No. 025977
10. Roads, Inc. of NWF	\$775,000	Pending	Vendor No. 183238
OGCM Roads			
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
11. Traffic Logix	\$150,000	n/a	Vendor No. 202308
Traffic Calming Devices			
Fund 175, Cost Center 211201/211602/211101			
Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
12. Temple, Inc.	\$150,000	n/a	Vendor No. 200924
Traffic Calming Devices			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
13. Cutler Repaving, Inc.	\$500,000	n/a	Vendor No. 035849
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
14. Pensacola Bay Transportation, LLC	\$500,000	n/a	Vendor No. 220272
Transit Management Agreement			
Fund 104, Cost Centers 320401 and 350404			
15. Ingram Signalization	\$500,000	PD 12-13.048	Vendor No. 070606
Street and Navigational Lights			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			

**PUBLIC WORKS BUREAU**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**  
**Road Department & Fleet Maintenance/Fuel Distribution**

	<u><b>Contractor</b></u>	<u><b>Amount</b></u>	<u><b>Contract #</b></u>	<u><b>Vendor #</b></u>
16.	APAC Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 013641
17.	Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 060880
18.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 011899
19.	Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		Vendor No. 220810
20.	A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000		Vendor No. 010105
21.	Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000		Vendor No. 015006
22.	Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 022300
23.	Covington Heavy Duty Parts, Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 034898
24.	Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 202301
25.	Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 201639
26.	Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406

**PUBLIC WORKS BUREAU**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2013-2014**

**Road Department & Fleet Maintenance/Fuel Distribution**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
27. Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$7,000,000	PD 10-11.059	Vendor No. 194108
28. R. K. Allen Oil/grease and lubricant Fund 501, Cost Center 210402 (Road Maintenance)	\$100,000	PD 10-11.042	Vendor No. 011470
29. Group III Asphalt, Inc Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 410333
30. Martin Marietta Aggregates, Inc. Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 131502
31. Pensacola Ready Mix USA Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 162690
32. Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 013789
33. Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 182328
34. Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 233840
35. Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 159854



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4877**

**County Administrator's Report 10. 26.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Preliminary Engineering Agreement between CSX Transportation, Inc. & Escambia County Board of County Commissioners-Ten Mile Roadway & Drainage Project

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning a Preliminary Engineering Agreement for the Ten Mile Roadway and Drainage Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Preliminary Engineering Agreement between CSX Transportation, Inc. (CSXT), and Escambia County Board of County Commissioners (BCC), for the Ten Mile Roadway and Drainage Improvements Project:

- A. Approve the Preliminary Engineering Agreement between CSXT and the BCC, for CSXT to design signal crossing improvements on Ten Mile Road, and for reimbursable expenses for the design as part of the Ten Mile Roadway and Drainage Improvements Project;
- B. Allocate \$35,640 for the reimbursable expenses to CSXT for the design;
- C. Authorize the County Engineer to sign the Agreement; and
- D. Designate the County Engineer as administrator over the Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2485]

#### **BACKGROUND:**

Meeting in regular session on October 7, 2010, the Board awarded a task order contract for PD 09-10.076, Design Services for Ten Mile Roadway and Drainage Improvements from N. Palafox Street to Chemstrand Road, per the terms and conditions of PD 02-03.079, Professional Services, as governed by Florida Statute 287.055 to Kenneth Horne & Associates, Inc. for a lump sum amount of \$143,265 and allowances of \$56,000.

The consultant was tasked with planning improvements in traffic flow, safety, and pedestrian

and bicycle access as well as drainage improvements in the project area. As a part of these improvements, CSXT would like to enter into an Agreement regarding the reimbursement of expenses for the design of the signal crossing improvements on Ten Mile Road.

**BUDGETARY IMPACT:**

The Agreement will require that \$35,640 be allocated for reimbursement to CSXT. Funds are available in Fund 352 "LOST III", Account 210107/56301, Project #13EN2485, Ten Mile Roadway and Drainage Improvements Project.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was approved by Stephen G. West, Assistant County Attorney on August 29, 2013.

**PERSONNEL:**

The County Engineer will serve as administrator over this agreement and all related documents, and Engineering staff will implement the Agreement and provisions thereof.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Escambia County Engineering Division will administer the Agreement.

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**Attachments**

10-07-10 Minutes

Vicinity Map

Preliminary Engineering Agreement

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

18. Awarding a Contract for the Baylen Street Medical Clinic Renovation, PD 09-10.084, to Vision Construction Ent., Inc., in the amount of \$187,784 (Funding: Fund 501, Internal Revenue Service, Cost Center 140609, Object Code 56201, *[in the amount of]* \$97,784; and Fund 129, CDBG HUD Entitlement Fund, Cost Center 220563, Object Code 56301, *[in the amount of]* \$90,000).
19. Approving Contract Amendment #1 for PD 08-09.002, Design-Build CRA Sidewalk Project #1, Phase 1: Lakewood Street and West Blount Street, Phase 2: Montpelier Drive, with Panhandle Grading and Paving, Inc., and Sigma Consulting Group, Inc., to provide for the construction cost of the Design-Build Contract, in the amount of \$473,820.35 (Funding: Fund 151, Community Redevelopment, Warrington, Cost Center 220516, Object Code 56301).
20. Taking the following action concerning Task Order Award for PD 09-10.076, Design Services for 10 Mile Roadway and Drainage Improvements from North Palafox Street to Chemstrand Road (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project 10EN0745):
  - A. Approving the following Selection/Negotiation Committee Ranking:
    - (1) Kenneth Horne & Associates, Inc.
    - (2) Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J
    - (3) HDR Engineering, Inc.
    - (4) Rebol-Battle & Associates, Inc.
  - B. Awarding a Task Order for PD 09-10.076, Design Services for 10 Mile Roadway and Drainage Improvements from North Palafox Street to Chemstrand Road, per the terms and conditions of PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, to Kenneth Horne & Associates, Inc., for a lump sum amount of \$143,265 and allowances of \$56,000.





Map

Traffic

Existing RR  
crossing to be  
improved



200 ft  
50 m



**CSX TRANSPORTATION – GOVERNMENT BILLING DEPT  
NEW PROJECT FORM**

<b>1) Funding Source</b> <i>(Where is the Customer getting the money?)</i>	<input type="checkbox"/> American Recovery and Reinvestment Act (ARRA) <input type="checkbox"/> Federal Emergency Management Agency (FEMA) <input type="checkbox"/> Federal Railroad Administration (FRA) <input type="checkbox"/> Federal Transit Administration (FTA) <input type="checkbox"/> Federal Highway Administration (FHWA) <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Section 130 <input type="checkbox"/> State <input type="checkbox"/> Other ( _____ )
<b>2) Single Audit Type</b> <i>If applicable, place an X next to status type.</i>	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Federal  <input type="checkbox"/> Florida  <input type="checkbox"/> North Carolina  <input type="checkbox"/> Other ( _____ )         </div> <div> <input type="checkbox"/> Not Applicable  <input type="checkbox"/> Pending Agreement         </div> </div>
<b>3) CFDA/CSFA</b>	
<b>4) Federal Funding Status</b> <i>If applicable, place an X next to status type.</i>	<input type="checkbox"/> Vendor <input type="checkbox"/> Recipient <input type="checkbox"/> Sub-Recipient
<b>5) Project Requirements</b>	<input type="checkbox"/> Procurement Restrictions (e.g. Buy America(n), Buy State, US Steel) <input type="checkbox"/> Procurement Restrictions Waiver <input type="checkbox"/> Suspended / Debarred <input type="checkbox"/> Davis-Bacon Act <input type="checkbox"/> E-Verify <input type="checkbox"/> Other ( _____ )

## **PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and Escambia County, a political subdivision of the State of Florida (“**Agency**”).

### **EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the development of the proposed rebuild grade crossing surface and relocate warning devices in conjunction with highway widening project on 10 Mile Road (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### **1. Scope of Work**

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. Reimbursement of CSXT Expenses.
  - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
  - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$35,640** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
  - 3.3. Payment Terms.
    - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the CSXT Schedule PA form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
    - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

Pensacola, Escambia Co., FL  
10 Mile Road - rebuild grade crossing surface and relocate  
warning devices in conjunction with highway widening project  
MP 00K640.62; DOT 339694W  
Jacksonville Division, PD Sub-Division  
OP No. TBD

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Director Project Management – Public Projects

If to Agency: Escambia County Public Works  
3363 West Park Place  
Pensacola, FL 32505  
Attention: Joy Blackmon, Public Works Director; County Engineer

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Escambia County, Florida.

Pensacola, Escambia Co., FL  
10 Mile Road - rebuild grade crossing surface and relocate  
warning devices in conjunction with highway widening project  
MP 00K640.62; DOT 339694W  
Jacksonville Division, PD Sub-Division  
OP No. TBD

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**Escambia County**

By: \_\_\_\_\_  
Joy Blackmon  
Escambia County Public Works Director; County Engineer

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Dale W. Ophardt  
Assistant Vice President- Engineering

This document approved as to form  
and legal sufficiency.

By: [Signature]  
Title: Asst. County Attorney  
Date: Aug. 29, 2013

## CSXT Schedule PA

(Advance Payment – Preliminary Engineering Agreement)

### PAYMENT SUBMISSION FORM

#### PROJECT INFORMATION

CSX OP No.: TBD

Description: Pensacola, Escambia Co., FL; 10 Mile Road - rebuild grade crossing surface and relocate warning devices in conjunction with highway widening project; MP 00K640.62; DOT 339694W;

Jacksonville Division, PD Sub-Division

Agreement Amount: \$35,640.00

\*\*\*\*\*  
Payment is hereby provided in accordance with the terms of Section 3.3 Payment Terms of the Agreement dated \_\_\_\_\_, between Agency and CSXT.

\*\*\*\*\*  
A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.  
P.O. Box 116651  
Atlanta, GA 30368-6651**

\*\*\*\*\*  
(All information below to be completed by Agency providing Payment)

Payment Date

Payment Amount

Check No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*  
Date: \_\_\_\_\_

By: \_\_\_\_\_

Please send copy of check to:

CSX Transportation

Karen Murphy Project

Project Manager – Public Projects

500 Water Street J-301

Jacksonville, FL 32202

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4845

County Administrator's Report 10. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Supplemental Joint Participation Agreement Number 3 for Urban Corridor Project on Davis Highway

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Public Transportation Supplemental Joint Participation Agreement Number 3. Providing Fiscal Year 2013/2014 Funding to Escambia County Area Transit for the Urban Corridor Project on Davis Highway – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Supplemental Joint Participation Agreement (JPA) Number 3, Financial Project Number 422260184, providing Fiscal Year 2013/2014 Funding to Escambia County Area Transit (ECAT) for the Urban Corridor Project on Davis Highway:

A. Approve the Supplemental JPA Number 3, Financial Project Number 422260184, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$1,832,534, for Fiscal Year 2013/2014 funding to ECAT for the Urban Corridor Project on Davis Highway;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including Notifications of Funding, without further action of the Board.

With the Davis Highway north/south corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the Urban Area Corridor Project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in Fiscal Year 2013/2014. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funds are budgeted in Fund 104, "Mass Transit"]

#### **BACKGROUND:**



With the Davis Highway Urban corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation (FDOT) has agreed to continue funding the urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for Fiscal Year 2013/2014 in the amount of \$400,000. In addition, the FDOT has agreed to re-allocate \$1,432,534 from the Express Service Development Grant (JPA # 4302871 84 01) as requested by Escambia County on June 12, 2013.

**BUDGETARY IMPACT:**

There will be no additional costs to the County with this JPA. The \$400,00 funded by this JPA is a reoccurring FDOT contribution and therefore is included in the Fiscal Year 2013/2014 budget. The additional \$1,432,534 was requested to be reallocated to the Davis Highway Urban Corridor in June of 2013 approved by FDOT (see attached) to be included in the Fiscal Year 2013/2014 budget. The JPA does not require Escambia County to provide any "match" to the funds provided by the FDOT.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution and JPA as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Funds cannot be utilized until the Resolution and the JPA have been approved and executed by the Board.

**IMPLEMENTATION/COORDINATION:**

ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

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**Attachments**

Supplemental JPA

Resolution

Letter to FDOT

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number 3**

725-030-07  
PUBLIC TRANSPORTATION  
06/11  
Page 1 of 4

Financial Project No.: <u>422260184</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DDR</u> Function: <u>680</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088774</u> Object Code: <u>750013</u> Org. Code: <u>55032020329</u> Vendor No.: <u>F596000598007</u>
Contract No.: <u>AQH05</u>		
Catalog of Federal Domestic Assistance Number: _____		Catalog of State Financial Assistance Number: <u>55013</u>

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 referred to as the Department, and Escambia County Board of County Commissioners  
221 Palafox Place, Pensacola, Florida 32502  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 23rd day of November, 2011, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$2,832,534.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended to continue to provide operating funds for the Urban Corridor project on Davis Highway in Escambia County. Project description remains the same.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is increased by \$1,832,534.00  
bringing the revised total cost of the project to \$2,832,534.00

Paragraph 4.00 of said Agreement is increased by \$1,832,534.00  
bringing the Department's revised total cost of the project to \$2,832,534.00

**3.00 Amended Exhibits:**

Exhibit(s) B of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement December 31st, 2016

**5.00 E-Verify**

Vendors/Contractors:

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 the Vendor/Contractor 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.

Financial Project No. 422260184

Contract No. AQH05

Agreement Date December 31st 2012

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 23rd, 2011  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

FDOT

Escambia County Board of County Commissioners

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

TITLE

Board of County Commissioners  
Escambia County, Florida

Gene M. Valentino, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: [Signature]

Date: 12/27/12

Financial Project No. 422260184  
Contract No. AQH05  
Agreement Date \_\_\_\_\_

**ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners  
221 Palafox Place, Pensacola, Florida 32502

dated \_\_\_\_\_.

**DESCRIPTION OF SUPPLEMENT (Include justification for cost change):**

To provide operating funds for the Urban Corridor project on Davis Highway. Project description remains the same.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$1,000,000.00	\$2,832,534.00	\$1,832,534.00
	Total Project Cost	\$1,000,000.00	\$2,832,534.00	\$1,832,534.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$1,000,000.00	\$2,832,534.00	\$1,832,534.00
	Agency:	\$0.00		\$0.00
				\$0.00
	Total Project Cost	\$1,000,000.00	\$2,832,534.00	\$1,832,534.00

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Comments:

RESOLUTION NUMBER 2013-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Administration Act of 1964, as amended; and

**WHEREAS**, the Florida Department of Transportation has indicated a willingness to participate in a Supplemental Joint Participation Agreement Number 3, Financial Project Number 422260184, providing \$1,832,534 in Urban Corridor funds for transit operating costs associated with Escambia County Area Transit's Urban Corridor Project on the Davis Highway route included in the Escambia County Mass Transit Operations Budget for FY 13/14.

**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 Board of County Commissioners approve the Supplemental Joint Participation Agreement Number 3, Financial Project Number 422260184, between the Florida Department of Transportation and Escambia County providing Urban Corridor transit operating assistance and authorizes the Chairman to sign all required documents..

**Section 3.** That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_ of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: Valentino  
Date: 5/27/13





Board of County Commissioners • Escambia County, Florida

Colby Brown, P.E.  
Program Director  
Transportation & Traffic Operations

June 12, 2013

Ms. Kathy Rudd  
Florida Department of Transportation  
1074 Highway 90  
Chipley, FL 32428

RE: Request for Re-Allocation of Funds for Joint Participation Agreement # 4302871  
84 01 (Express Service Development Grant)

Dear Ms. Rudd:

I am writing this to respectfully request that the Florida Department of Transportation re-allocate \$ 1,432,534 from JPA # 4302871 84 01 (the Express Service Development Grant) to the Davis Highway/Urban Corridor Grant that is currently in place between the Florida Department of Transportation and Escambia County Area Transit.

I understand that you have been in contact with Escambia County Area Transit staff and that they have requested that you extend the expiration date of our Service Development Grant (JPA 4302871 84 01) until 9/30/2015 due to the delayed start of this project, which was caused by the change in management companies that took place last year. The requested extension would fulfill the 3-year time limit requirement for this grant.

Escambia County Area Transit feels strongly that the \$ 1,432,534 available for Service Development would be much better utilized at our Davis Highway Route (Route 45). This route carries more passengers than any other route in Escambia County and is one of the most important routes in the County as defined in the Transportation Development Plan. As you know, Davis Highway is also identified in the Congestion Management Plan as it is heavily congested and currently under construction.

We request that the FDOT re-allocate the funds identified above to the Davis Highway/Urban Corridor Grant as this would allow Escambia County to make substantial improvements to this route, which will in turn improve our entire transit system.

Ms. Kathy Rudd

RE: Request for re-allocation of funds for Joint Participation Agreement # 4302871 84  
01 (Express Service Development Grant)

June 12, 2013

Page 2

We thank you for considering our request and hope that you will agree with our assessment that the funding is better utilized on Davis Highway.

Please feel free to contact Escambia County Area Transit staff at (850) 595-3228 or myself at (850) 595-3404, if you have any questions pertaining to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Colby S. Brown', with a long horizontal flourish extending to the right.

Colby S. Brown, P.E.  
Program Director

c: Herold Humphrey, General Manager, ECAT  
Kim Hansen, Finance Manager, ECAT





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4956**

**County Administrator's Report 10. 28.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Supplemental Budget Amendment #263 - 2013 FTA Grants FL90-X818-00 & FL90-X825-00

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #263 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #263, Mass Transit Fund (104) in the amount of \$2,527,897 and Federal Transit Administration (FTA) Capital Projects Fund (320) in the amount of \$481,005, to recognize proceeds from the FTA, and to appropriate these funds to be used for various mass transit capital projects and operations associated with the Escambia County Area Transit System (ECAT).

#### **BACKGROUND:**

Escambia County Area Transit System (ECAT) was awarded funds in the 2013 FTA Grant# FL90-X818-00 and 2013 FTA Grant# FL90-X825-00, and these funds need to be recognized to be used for capital projects and operations at ECAT.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 104 by \$2,527,897 and Fund 320 by \$481,005. Match funding of \$902,808 is part of the General Fund transfer to the Mass Transit Fund in the FY 12/13 budget.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

SBA# 263

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2013-\_\_\_\_\_**

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, The Escambia County was awarded the 2013 FTA Grant (FL90-X818) and 2013 FTA (FL90-X825) by the Federal Transit Administration for capital projects and ECAT operations, and these funds must be recognized and appropriated accordingly.

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, 2013:

Mass Transit Fund	104		
FTA Capital Projects	320		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
2013 FTA Grant FL90-X818	104	3314xx	1,003,666
2013 FTA Grant FL90-X818	320	3314xx	441,005
2013 FTA Grant FL90-X825	104	3314xx	1,524,231
2013 FTA Grant FL90-X825	320	3314xx	40,000
<b>Total</b>			<b>3,008,902</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Professional Services	104/320401	53101	50,000
Fixed Route Bus Costs	104/320401	53404	809,199
ADA Paratransit Costs	104/320401	53405	144,467
Machinery & Equipment	320/3204xx	56401	441,005
Professional Services	104/320401	53101	50,000
ADA Paratransit Costs	104/320401	53405	156,423
Fixed Route Bus Costs	104/320401	53404	1,317,808
Machinery & Equipment	320/3204xx	56401	40,000
<b>Total</b>			<b>3,008,902</b>

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:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Gene M. Valentino, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 263



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4835**

**County Administrator's Report 10. 29.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Contract PD 10-11.065 "General Paving and Drainage Pricing Agreement"

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the General Paving and Drainage Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action on Contract PD 10-11.065, "General Paving and Drainage Pricing Agreement":

A. Approve the final 12-month extension, effective October 1, 2013, on the Unit Price Contract PD 10-11.065, to each of the following list of contractors, accepting those price changes (increases/decreases), as indicated and provided:

1. APAC Mid-South, Inc. - Unit Price changes requested;
2. Gulf Atlantic Constructors, Inc. - No Unit Price changes requested;
3. Heaton Brothers Construction Co., Inc. - No Unit Price changes requested;
4. Panhandle Grading and Paving, Inc. - Unit Price changes requested;
5. Roads, Inc., of NWF - Unit Price changes requested; and
6. Utility Services Co., Inc. - No Unit Price changes requested;

B. Authorize the subject Contract for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items, as defined, within the Special Terms and Conditions of the Solicitation, to determine the lowest bid for a Project; and

C. Authorize the issuance of Individual or Blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances, during Fiscal Year 2013-2014.

[Funding Source: Various Funds, Cost Centers, and Project Numbers]

#### **BACKGROUND:**

The Board approved this Unit Price Contract PD 10-11.065 "General Paving and Drainage Pricing Agreement" on September 15, 2011. This will be the final contract extension for this Contract.

The contract provides for a price adjustment on a twelve month basis. Three vendors, Panhandle Grading and Paving, Inc., APAC Mid-South, Inc., and Roads, Inc., of NWF, submitted requests for price increases for this Contract.

This Contract provides for small-scale paving and drainage projects up to \$350,000 each, and meets the Florida Statutes relating to competitive sealed bids for road paving while allowing for the expedition of award for such projects.

**BUDGETARY IMPACT:**

Funds are available in Various Funds/Cost Centers and Project Numbers.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The Public Works Department, Engineering/Infrastructure Division, shall perform the function of Contract Administration and Management, with the assistance of the Office of Purchasing for specific needs.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with Escambia County, Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

APAC-Mid South, Inc.

Panhandle Grading and Paving, Inc.

Roads Inc of NWF

Contract 10-11-065

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**Liz Bush**

**From:** Perry, Butch (APAC Mid-South) [Tunstall.Perry@apacmidsouth.com]  
**Sent:** Friday, June 28, 2013 4:34 PM  
**To:** Liz Bush  
**Subject:** RE: General Pricing Agreement

Elizabeth,

Following are our revised pricing for some of the asphalt items in the General Pricing Agreement:

PD10-11.065 General Paving and Drainage Pricing Agreement					APAC Mid-South, Inc.	
05200-	00100	Roadway				
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy		SY	\$8.54	\$0.00
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy		SY	\$5.37	\$0.00
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy		SY	\$10.93	\$0.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy		SY	\$5.36	\$0.00
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy		SY	\$14.02	\$0.00
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy		SY	\$6.93	\$0.00
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy		SY	\$28.76	\$0.00
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy		SY	\$13.99	\$0.00
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy		SY	\$6.01	\$0.00
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy		SY	\$2.94	\$0.00
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy		SY	\$7.38	\$0.00
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy		SY	\$3.52	\$0.00
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy		SY	\$7.38	\$0.00
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy		SY	\$3.67	\$0.00
05300-	00100	Driveway				
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade		SY	\$12.03	\$0.00
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade		SY	\$12.03	\$0.00
05300-	00103	Driveway Cut and Patch (asphalt)		SY	\$25.00	\$0.00

I will give you a call Monday. Hope you have a great weekend.

Thanks,  
Butch

**Butch Perry**

**Estimating - Pensacola**

**APAC Mid-South, Inc.**

**Safety First** *Always*



Email: [tbperry@APAC.COM](mailto:tbperry@APAC.COM)

850-433-3001 Pensacola Office

850-462-1326 Direct Line

850-434-8971 Estimating Fax

Mail:

4375 McCoy Drive

Pensacola, Florida 32503

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**From:** Liz Bush [<mailto:mebush@co.escambia.fl.us>]

**Sent:** Tuesday, June 25, 2013 1:57 PM

**To:** Perry, Butch (APAC Mid-South)

**Subject:** RE: General Pricing Agreement

Call me...I'm back in the office.

Please feel free to contact me with questions or comments.

A handwritten signature in blue ink that reads "Elizabeth Bush". The signature is fluid and cursive.

**Elizabeth Bush**  
Project Coordinator

**Escambia County Public Works Department, Engineering Division**  
3363 West Park Place,

Pensacola, Florida 32505

**mebush@myescambia.com**

Office: (850) 595-3450

Cell: (850) 554-3063

**Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.**

---

**From:** Perry, Butch (APAC Mid-South) [<mailto:Tunstall.Perry@apacmidsouth.com>]

**Sent:** Wednesday, May 29, 2013 10:14 AM

**To:** Liz Bush

**Subject:** General Pricing Agreement

Liz,

Could you tell me when the new General Pricing Agreement for road work is going to be coming out for bid? I also remember that there were time frames that we could make adjustments to our existing unit pricing during the contract period. Is there a certain time to make these adjustments or can we do as we need to with the current contract?

Thanks,

Butch

**Butch Perry**

**Estimating - Pensacola**

**APAC Mid-South, Inc.**

**Safety First** *Always*



Email: [tbperry@APAC.COM](mailto:tbperry@APAC.COM)

850-433-3001 Pensacola Office

850-462-1326 Direct Line

850-434-8971 Estimating Fax

Mail:

4375 McCoy Drive

Pensacola, Florida 32503



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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Panhandle Grading & Paving, Inc.  
2665 Solo Dos Familiaf  
Pensacola, FL 32534

Office (850) 478-5250

Fax (850) 479-5901

E-mail: [bobby@panhandlepaving.com](mailto:bobby@panhandlepaving.com)

August 1, 2013

Joe F Pillitary, Jr., / Liz Bush  
Office of Purchasing  
213 Palafox Place, 2<sup>nd</sup> Floor  
Pensacola, FL 32591

Re: PD10-11.065 General Paving & Drainage Pricing Agreement  
Annual Price Adjustment

Mr. Pillitary,

We are submitting our current price adjustments for the PD10-11.065 General Paving & Drainage Pricing Agreement Contract for the fiscal year of October 1, 2013 through September 30, 2014. The adjustments are due to increases and decreases in our current material costs. Please feel free to contact me with any questions concerning these adjustments.

Sincerely,  
Panhandle Grading and Paving, Inc.

*Bobby Godfrey*

Bobby Godfrey,  
Estimator

PD10-11.065 General Paving and Drainage Pricing Agreement  
Valid From October 1, 2011 till September 30, 2012

Panhandle Grading & Paving

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
<b>01000-</b>	<b>Insurance</b>					
01100-	00100	Performance Bond				
01100-	00101	Performance Bond		Per \$1000	\$11.00	0.00
<b>02000-</b>	<b>Equipment</b>					
02100-	00100	Mobilization				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$1,300.00	\$1,300.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	\$1,850.00	\$1,850.00
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	\$2,600.00	\$2,600.00
02100-	00104	Mobilization, 46 + Miles	1	EA	\$3,000.00	\$3,000.00
02100-	00105	Demobilize	1	EA	\$1,500.00	\$1,500.00
02100-	00106	Remobilize	1	EA	\$1,500.00	\$1,500.00
<b>03000-</b>	<b>Clearing and Grubbing</b>					
03100-	00100	Removal of Items				
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	\$4,000.00	\$4,000.00
		Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	\$2.00	\$2.00
03100-	00102	Remove Shrubs	1	EA	\$12.00	\$12.00
03100-	00104	Remove Tree, less than 12"	1	EA	\$180.00	\$180.00
03100-	00105	Remove Tree, 13"-24"	1	EA	\$275.00	\$275.00
03100-	00106	Remove Tree, 25"-36"	1	EA	\$375.00	\$375.00
03100-	00107	Remove Tree, 37"-48"	1	EA	\$975.00	\$975.00
03100-	00108	Remove Tree, over 48"	1	EA	\$1,275.00	\$1,275.00
03100-	00109	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	\$0.30	\$0.30
03100-	00110	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	\$300.00	\$300.00
03100-	00111	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$275.00	\$275.00
03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$250.00	\$250.00
03100-	00113	Relocate existing standard mailbox	1	EA	\$125.00	\$125.00
<b>04000-</b>	<b>Earthwork</b>					
04100-	00100	Cut and Fill				
04100-	00101	Earthwork Excavation by machine, County Specs 2300	1	CY	\$3.50	\$3.50
04100-	00102	Earthwork Excavation by hand, County Specs 2300	1	CY	\$21.30	\$21.30
04100-	00103	Earthwork Fill, County Specs 2300	1	CY	\$7.00	\$7.00
04100-	00104	Provide Fill Along Road Shoulder (Truck Measures)	1	CY	\$8.00	\$8.00
04100-	00105	3" Top Soil	1	SY	\$0.80	\$0.80
04100-	00106	Earthwork Establishing Grade, County Specs 2300	1	SY	\$0.50	\$0.50
04100-	00107	Re-establish Grade on Ditch, County Specs 2300	1	SY	\$0.90	\$0.90
04100-	00108	Remove and Replace Unsuitable Materials	1	CY	\$9.00	\$9.00
04100-	00109	Final grading and seal rolling prior to paving	1	SY	\$1.00	\$1.00
04100-	00110	Stabilization Mat Type R-1	1	SY	\$4.15	\$4.15
04100-	00111	Stabilization Mat Type R-2	1	SY	\$4.15	\$4.15
04100-	00112	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY	\$0.75	\$0.75
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY	\$0.70	\$0.70
04100-	00114	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF	\$300.00	\$300.00
04100-	00115	Dewatering, Sheet Piles, 8' Depth	1	LF	\$110.00	\$110.00
04100-	00116	Dewatering, Well Point	1	LF	\$15.00	\$15.00
04100-	00117	Dewatering, Trench	1	LF	\$15.00	\$15.00
04100-	00118	Dewatering Pump	1	Day	\$175.00	\$175.00
04200-	00100	Ponds				
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY	\$14.80	\$14.80
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA	\$1,350.00	\$1,350.00
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA	\$875.00	\$875.00
04200-	00104	Filter Sand	1	CY	\$11.50	\$11.50
04200-	00105	Filter Gravel	1	CY	\$36.15	\$36.15
04200-	00106	Grade Pond Slopes	1	SY	\$1.20	\$1.20
<b>05000-</b>	<b>Asphalt</b>					
05100-	00100	Delivery Only				
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, delivery only, up to 15 miles	1	TON	\$57.00	\$57.00
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, delivery only, 16-30 miles	1	TON	\$59.00	\$59.00
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, delivery only, over 30 miles	1	TON	\$61.00	\$61.00
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, delivery only, up to 15 miles	1	TON	\$57.00	\$57.00
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, delivery only, 16-30 miles	1	TON	\$59.00	\$59.00
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, delivery only, over 30 miles	1	TON	\$61.00	\$61.00

05100-00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, up to 15 miles	1	TON	\$89.90	\$89.90
05100-00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, 16-30 miles	1	TON	\$94.90	\$94.90
05100-00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, over 30 miles	1	TON	\$105.00	\$105.00
05200-00100	Roadway				
05200-00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY	\$5.75	\$5.75
05200-00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY	\$5.30	\$5.30
05200-00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$6.00	\$6.00
05200-00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$5.81	\$5.81
05200-00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$7.80	\$7.80
05200-00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$7.00	\$7.00
05200-00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$15.00	\$15.00
05200-00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$14.50	\$14.50
05200-00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY	\$3.50	\$3.50
05200-00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY	\$3.10	\$3.10
05200-00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY	\$4.00	\$4.00
05200-00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY	\$3.70	\$3.70
05200-00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$4.80	\$4.80
05200-00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$3.80	\$3.80
05300-00100	Driveway				
05300-00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	\$6.85	\$6.85
05300-00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	\$6.85	\$6.85
05300-00103	Driveway Cut and Patch (asphalt)	1	SY	\$25.00	\$25.00
05400-00100	Curbs, Flumes, Swales				
05400-00101	Construct 2" Thick Asphalt Flume	1	SY	\$23.00	\$23.00
05400-00102	Install Asphalt Curbs	1	LF	\$9.00	\$9.00
05400-00103	Install 2" Thick Asphalt Swale	1	SY	\$19.60	\$19.60
05500-00100	Preservation				
05500-00101	Chip Seal Single Surface Treatment in place	1	SY	\$3.25	\$3.25
05500-00102	Chip Seal Double Surface Treatment in place	1	SY	\$3.10	\$3.10
05500-00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY	\$4.40	\$4.40
05500-00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY	\$4.10	\$4.10
05500-00105	Install Specified Geotextile Mat, less than 500lf	1	SY	\$4.00	\$4.00
05500-00106	Install Specified Geotextile Mat, over 500lf	1	SY	\$3.50	\$3.50
05500-00107	Install Specified Geotextile Grid, less than 500lf	1	SY	\$5.10	\$5.10
05500-00108	Install Specified Geotextile Grid, over 500lf	1	SY	\$4.70	\$4.70
05600-00100	Milling				
05600-00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY	\$2.40	\$2.40
05600-00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY	\$1.00	\$1.00
05600-00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY	\$2.70	\$2.70
05600-00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY	\$1.10	\$1.10
05600-00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY	\$3.40	\$3.40
05600-00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY	\$1.50	\$1.50
05700-00100	Patch and Removal				
05700-00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY	\$32.00	\$32.00
05700-00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY	\$59.00	\$59.00
05700-00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY	\$35.75	\$35.75
05700-00104	Remove Existing Asphalt Curbs	1	LF	\$2.00	\$2.00
05700-00105	Remove Asphalt Swale	1	CF	\$2.75	\$2.75
05700-00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY	\$2.50	\$2.50
05700-00107	Remove Existing Asphalt, 1" Average Depth	1	SY	\$2.00	\$2.00
05700-00108	Remove Existing Asphalt, 2" Average Depth	1	SY	\$2.00	\$2.00
05700-00109	Remove Existing Asphalt, 3" Average Depth	1	SY	\$2.00	\$2.00
05700-00110	Remove Existing Asphalt	1	CF	\$2.00	\$2.00
05700-00111	Saw cut Existing Asphalt	1	LF	\$1.75	\$1.75
06000-00100	Roadway Preparation				
06100-00100	Stabilization				
06100-00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$1.45	\$1.45
06100-00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$1.35	\$1.35
06100-00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$1.85	\$1.85
06100-00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$1.70	\$1.70
06100-00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$2.00	\$2.00
06100-00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$1.80	\$1.80

06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY	\$2.50	\$2.50
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY	\$2.55	\$2.55
06100-	00109	Prime Coat, less than 1000sy	1	SY	\$0.45	\$0.45
06100-	00110	Prime Coat, over 1000sy	1	SY	\$0.39	\$0.39
06200-	00100	Base				
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$8.75	\$8.75
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$8.35	\$8.35
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$11.00	\$11.00
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$9.80	\$9.80
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$12.45	\$12.45
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$12.30	\$12.30
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$15.00	\$15.00
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$15.00	\$15.00
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$19.00	\$19.00
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$19.00	\$19.00
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY	\$5.25	\$5.25
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY	\$5.15	\$5.15
06200-	00113	4" #57 Stone, less than 1000sy	1	SY	\$7.65	\$7.65
06200-	00114	4" #57 Stone, over 1000sy	1	SY	\$7.40	\$7.40
06200-	00115	6" #57 Stone, less than 1000sy	1	SY	\$9.35	\$9.35
06200-	00116	6" #57 Stone, over 1000sy	1	SY	\$9.10	\$9.10
06200-	00117	#57 Stone	1	CY	\$42.81	\$42.81
06200-	00118	4" Bahamian base, less than 1000sy	1	SY	\$8.75	\$8.75
06200-	00119	4" Bahamian base, over 1000sy	1	SY	\$8.35	\$8.35
06200-	00120	6" Bahamian base, less than 1000sy	1	SY	\$11.00	\$11.00
06200-	00121	6" Bahamian base, over 1000sy	1	SY	\$9.85	\$9.85
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY	\$5.60	\$5.60
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY	\$5.35	\$5.35
06300-	00100	Shoulder and Widening				
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$13.50	\$13.50
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$13.50	\$13.50
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$16.00	\$16.00
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$16.00	\$16.00
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$19.00	\$19.00
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$19.00	\$19.00
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$26.00	\$26.00
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$26.00	\$26.00
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$32.17	\$32.17
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$31.80	\$31.80
07000-	Traffic					
07100-	00100	Calming				
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA	\$2,200.00	\$2,200.00
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA	\$4,200.00	\$4,200.00
07100-	00103	Install County Approved TrafficLogix Rubber Mat Speed Hump/Table	1	SF	\$63.00	\$63.00
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY	\$77.85	\$77.85
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA	\$500.00	\$500.00
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA	\$540.00	\$540.00
07100-	00107	Remove Existing Speed Hump	1	EA	\$500.00	\$500.00
07100-	00108	Remove Existing Speed Table	1	EA	\$500.00	\$500.00
07100-	00109	Removable Pipe Bollards	1	EA	\$400.00	\$400.00
07200-	00100	Temporary Marking				
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	1	LF	\$0.18	\$0.18
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.18	\$0.18
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	1	LF	\$0.22	\$0.22
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	1	LF	\$0.26	\$0.26
07200-	00105	Temporary 6" Solid Stripe, White or Yellow	1	LF	\$0.25	\$0.25
07200-	00106	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	1	LF	\$0.25	\$0.25
07200-	00107	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	1	LF	\$0.28	\$0.28
07200-	00108	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	1	LF	\$0.28	\$0.28
07200-	00109	Temporary 8" Stripe, White or yellow	1	LF	\$0.70	\$0.70
07200-	00110	Temporary 12" Stripe, White or yellow	1	LF	\$1.75	\$1.75
07200-	00111	Temporary 18" Stripe, White or yellow	1	LF	\$2.25	\$2.25
07200-	00112	Temporary 24" Stripe, White or yellow	1	LF	\$2.50	\$2.50

07200-00113	Temporary White Pedestrian Crosswalk	1	LF	\$3.00	\$3.00
07200-00114	Temporary White High Intensity Pedestrian Crosswalk	1	LF	\$6.80	\$6.80
07200-00115	Temporary Stop Bar	1	LF	\$2.50	\$2.50
07200-00116	Temporary "R X R" Pavement Message	1	EA	\$110.00	\$110.00
07200-00117	Temporary "SCHOOL" Pavement Message	1	EA	\$60.00	\$60.00
07200-00118	Temporary "STOP" Pavement Message	1	EA	\$40.00	\$40.00
07200-00119	Temporary "YIELD" Pavement Message	1	EA	\$50.00	\$50.00
07200-00120	Temporary "TURN" Pavement Message	1	EA	\$40.00	\$40.00
07200-00121	Temporary "LANE" Pavement Message FDOT Index 17346	1	EA	\$40.00	\$40.00
07200-00122	Temporary "LEFT" Pavement Message FDOT Index 17346	1	EA	\$40.00	\$40.00
07200-00123	Temporary "RIGHT" Pavement Message FDOT Index 17346	1	EA	\$50.00	\$50.00
07200-00124	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA	\$50.00	\$50.00
07200-00125	Temporary "ONLY" Pavement Message FDOT Index 17346	1	EA	\$40.00	\$40.00
07200-00126	Temporary "PED XING" Pavement Message	1	EA	\$70.00	\$70.00
07200-00127	Temporary "BUMP" Pavement Marker	1	EA	\$35.00	\$35.00
07200-00128	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	\$27.00	\$27.00
07200-00129	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	\$25.00	\$25.00
07200-00130	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	\$25.00	\$25.00
07200-00131	Temporary 4-12" Strips Equally Spaced	1	EA	\$35.00	\$35.00
07200-00132	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	\$35.00	\$35.00
07200-00133	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	\$75.00	\$75.00
07200-00134	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	\$50.00	\$50.00
07200-00135	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	\$3.00	\$3.00
07200-00136	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	\$4.00	\$4.00
07200-00137	Temporary Handicap Parking Space with Symbol	1	EA	\$150.00	\$150.00
07200-00138	Temporary Reflective Pavement Markers	1	EA	\$6.00	\$6.00
07300-00100	Thermoplastic Marking				
07300-00101	Thermoplastic 4" Solid Stripe, White or Yellow	1	LF	\$0.60	\$0.60
07300-00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.68	\$0.68
07300-00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	1	LF	\$0.70	\$0.70
07300-00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	1	LF	\$0.70	\$0.70
07300-00105	Thermoplastic 6" Solid Stripe, White or Yellow	1	LF	\$0.75	\$0.75
07300-00106	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.70	\$0.70
07300-00107	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	1	LF	\$0.75	\$0.75
07300-00108	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	1	LF	\$0.90	\$0.90
07300-00109	Thermoplastic 8" White Solid Stripe,	1	LF	\$2.00	\$2.00
07300-00110	Thermoplastic 12" White Solid Stripe,	1	LF	\$3.35	\$3.35
07300-00111	Thermoplastic 18" White or Yellow Solid Stripe,	1	LF	\$4.75	\$4.75
07300-00112	Thermoplastic 24" White or Yellow Solid Stripe,	1	LF	\$5.50	\$5.50
07300-00113	Thermoplastic White Pedestrian Crosswalk	1	LF	\$7.25	\$7.25
07300-00114	Thermoplastic White High Intensity Pedestrian Crosswalk	1	LF	\$15.00	\$15.00
07300-00115	Thermoplastic Stop Bar	1	LF	\$5.50	\$5.50
07300-00116	Thermoplastic "R X R" Pavement Message	1	EA	\$180.00	\$180.00
07300-00117	Thermoplastic "SCHOOL" Pavement Message	1	EA	\$100.00	\$100.00
07300-00118	Thermoplastic "STOP" Pavement Message	1	EA	\$91.00	\$91.00
07300-00119	Thermoplastic "YIELD" Pavement Message	1	EA	\$91.00	\$91.00
07300-00120	Thermoplastic "TURN" Pavement Message	1	EA	\$91.00	\$91.00
07300-00121	Thermoplastic Preferential Lane Marking "Diamond"	1	EA	\$91.00	\$91.00
07300-00122	Thermoplastic "LANE" Pavement Message	1	EA	\$91.00	\$91.00
07300-00123	Thermoplastic "LEFT" Pavement Message	1	EA	\$91.00	\$91.00
07300-00124	Thermoplastic "RIGHT" Pavement Message	1	EA	\$100.00	\$100.00
07300-00125	Thermoplastic "MERGE" Pavement Message	1	EA	\$100.00	\$100.00
07300-00126	Thermoplastic "ONLY" Pavement Message	1	EA	\$91.00	\$91.00
07300-00127	Thermoplastic "PED XING" Pavement Message	1	EA	\$120.00	\$120.00
07300-00128	Thermoplastic "BUMP" Pavement Message	1	EA	\$91.00	\$91.00
07300-00129	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	\$50.00	\$50.00
07300-00130	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	\$55.00	\$55.00
07300-00131	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	\$75.00	\$75.00
07300-00132	Thermoplastic 4-12" Strips Equally Spaced	1	EA	\$167.00	\$167.00
07300-00133	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	\$124.00	\$124.00
07300-00134	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	\$250.00	\$250.00
07300-00135	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	\$25.00	\$25.00
07300-00136	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	\$35.00	\$35.00
07300-00137	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	\$175.00	\$175.00
07300-00138	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA	\$375.00	\$375.00
07300-00139	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA	\$425.00	\$425.00
07300-00140	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA	\$375.00	\$375.00

07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA	\$375.00	\$375.00
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA	\$4,450.00	\$4,450.00
07300-	00143	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA	\$4,450.00	\$4,450.00
07300-	00144	Thermoplastic Handicap Parking Space with Symbol	1	EA	\$160.00	\$160.00
07300-	00145	Reflective Pavement Markers	1	EA	\$5.20	\$5.20
07300-	00146	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA	\$260.00	\$260.00
07300-	00147	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA	\$370.00	\$370.00
07400-	00100	Signing				
07400-	00101	Relocate Traffic Signs	1	EA	\$30.00	\$30.00
07400-	00102	Stop Sign, R1-1	1	EA	\$195.00	\$195.00
07400-	00103	One Way Sign, R6-1L	1	EA	\$160.00	\$160.00
07400-	00104	One Way Sign, R6-1R	1	EA	\$160.00	\$160.00
07400-	00105	Do Not Enter Sign, R5-1	1	EA	\$160.00	\$160.00
07400-	00106	Handicap Parking Sign, R7-8	1	EA	\$195.00	\$195.00
07400-	00107	Yield Sign, R1-2	1	EA	\$180.00	\$180.00
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA	\$180.00	\$180.00
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA	\$180.00	\$180.00
07400-	00110	Keep Right Sign, R4-7	1	EA	\$180.00	\$180.00
07400-	00111	Black on Orange Warning Sign	1	EA	\$205.00	\$205.00
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA	\$195.00	\$195.00
07500-	00100	Signal				
07500-	00101	Timing Implementation	1	LS	\$315.00	\$315.00
07500-	00102	Conduit, Underground	1	LF	\$5.25	\$5.25
07500-	00103	Conduit, Under Pavement	1	LF	\$15.75	\$15.75
07500-	00104	Conduit, Underground, Jacked	1	LF	\$15.75	\$15.75
07500-	00105	Cable, Signal	1	PI	\$3,360.00	\$3,360.00
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF	\$4.20	\$4.20
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA	\$473.00	\$473.00
07500-	00108	Junction Box	1	EA	\$368.00	\$368.00
07500-	00109	Loop Assembly, Type A	1	AS	\$525.00	\$525.00
07500-	00110	Loop Assembly, Type B	1	AS	\$578.00	\$578.00
07500-	00111	Loop Assembly, Type C	1	AS	\$525.00	\$525.00
07500-	00112	Loop Assembly, Type D	1	AS	\$630.00	\$630.00
07500-	00113	Loop Assembly, Type E	1	AS	\$840.00	\$840.00
07500-	00114	Loop Assembly, Type F	1	AS	\$735.00	\$735.00
07500-	00115	Loop Assembly, Type G	1	AS	\$1,050.00	\$1,050.00
07600-	00100	Work Zone Safety				
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$650.00	\$650.00
07600-	00102	Variable Message Sign	1	EA/Day	\$20.00	\$20.00
07600-	00103	Flag Man	1	EA/Day	\$225.00	\$225.00
07600-	00104	Black on Orange Warning Sign	1	EA/Day	\$0.25	\$0.25
07600-	00105	Regulatory Sign Black on White Metal Sign	1	EA/Day	\$0.25	\$0.25
07600-	00106	R1-1 Stop Metal Sign	1	EA/Day	\$0.25	\$0.25
07600-	00107	28" or Larger Reflective Striped Cone	1	EA/Day	\$0.25	\$0.25
07600-	00108	28" or Larger Reflective Striped Tubular Marker	1	EA/Day	\$0.25	\$0.25
07600-	00109	24" X 8" Vertical Panel	1	EA/Day	\$0.25	\$0.25
07600-	00110	36" Reflective Barrel / Drum	1	EA/Day	\$0.25	\$0.25
07600-	00111	Type I Barricade	1	EA/Day	\$0.25	\$0.25
07600-	00112	Type II Barricade	1	EA/Day	\$0.25	\$0.25
07600-	00113	Type III Barricade	1	EA/Day	\$0.25	\$0.25
07600-	00114	Type A Low Intensity Flashing Lights	1	EA/Day	\$0.20	\$0.20
07600-	00115	Type B High Intensity Flashing Lights	1	EA/Day	\$0.20	\$0.20
07600-	00116	Type C Steady Burn Lights	1	EA/Day	\$0.25	\$0.25
07600-	00117	24" X 24" Orange Sign Mounted Flag	1	EA/Day	\$0.21	\$0.21
07300-	00148	Concrete Lane Dividers (Barrier Walls)	1	EA/Day	\$25.00	\$25.00
07700-	00100	Pedestrian Safety				
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF	\$95.00	\$95.00
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF	\$100.00	\$100.00
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF	\$66.00	\$66.00
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF	\$66.00	\$66.00
07800-	00100	Vehicular Safety				
07800-	00101	Steel Post for Guardrail, FDOT Index 400	1	EA	\$215.00	\$215.00
07800-	00102	Wood Post for Guardrail, FDOT Index 400	1	EA	\$215.00	\$215.00
07800-	00103	W-Beam Guardrail, FDOT Index 400	1	LF	\$31.50	\$31.50
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	1	LF	\$47.25	\$47.25
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	\$47.25	\$47.25
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	\$63.00	\$63.00
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	\$47.25	\$47.25
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	\$63.00	\$63.00
07800-	00109	End Anchorage Assembly, FDOT Index 400	1	EA	\$315.00	\$315.00
07800-	00110	Remove Existing Guardrail	1	LF	\$10.50	\$10.50
08000-	Concrete					

08100-	00100	Curb and Gutter				
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF	\$11.30	\$11.30
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	1	LF	\$11.20	\$11.20
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF	\$12.30	\$12.30
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	1	LF	\$11.75	\$11.75
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF	\$11.15	\$11.15
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	1	LF	\$11.00	\$11.00
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	\$12.25	\$12.25
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF	\$12.00	\$12.00
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	\$12.10	\$12.10
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF	\$12.10	\$12.10
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF	\$18.75	\$18.75
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF	\$18.50	\$18.50
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF	\$15.25	\$15.25
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF	\$14.85	\$14.85
08100-	00115	Concrete Bumper Guards, FDOT index 300	1	EA	\$55.00	\$55.00
08100-	00116	Header Curb, Per County Detail, less than 500lf	1	LF	\$11.15	\$11.15
08100-	00117	Header Curb, Per County Detail, over 500lf	1	LF	\$10.84	\$10.84
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	1	LF	\$10.50	\$10.50
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	1	LF	\$10.10	\$10.10
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	1	LF	\$12.65	\$12.65
08100-	00121	County Type B Curb, Per County Detail, over 500lf	1	LF	\$12.00	\$12.00
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	1	LF	\$12.50	\$12.50
08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	1	LF	\$12.15	\$12.15
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	1	SY	\$52.00	\$52.00
08200-	00100	Driveway				
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	\$27.80	\$27.80
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	\$26.00	\$26.00
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	\$30.75	\$30.75
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	\$29.75	\$29.75
08200-	00105	4" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	\$37.85	\$37.85
08200-	00106	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	\$41.75	\$41.75
08200-	00107	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	\$41.75	\$41.75
08300-	00100	Sidewalk				
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$11.25	\$11.25
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$11.00	\$11.00
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$14.00	\$14.00
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$14.00	\$14.00
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$17.25	\$17.25
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$17.00	\$17.00
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF	\$25.19	\$25.19
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF	\$25.00	\$25.00
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF	\$35.00	\$35.00
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF	\$34.90	\$34.90
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA	\$525.00	\$525.00
08300-	00112	Detectable Handicap Warning Mat, FDOT index 304	1	SF	\$22.50	\$22.50
08400-	00100	Drainage				
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY	\$32.40	\$32.40
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY	\$39.25	\$39.25
08400-	00103	Fiber Reinforced Concrete Flume	1	SY	\$41.00	\$41.00
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA	\$935.00	\$935.00
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY	\$2.75	\$2.75
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA	\$32.00	\$32.00
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA	\$19.00	\$19.00
08500-	00100	Removal				
08500-	00101	Saw cut Existing Concrete	1	LF	\$2.00	\$2.00
08500-	00102	Remove Concrete Swale	1	SY	\$5.00	\$5.00
08500-	00103	Remove Existing Concrete, 4" thick	1	SY	\$5.00	\$5.00
08500-	00104	Remove Existing Concrete, 6" thick	1	SY	\$5.00	\$5.00
08500-	00105	Remove Existing Concrete	1	CY	\$13.00	\$13.00
08500-	00106	Remove Curb	1	LF	\$2.00	\$2.00
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter, less than 500lf	1	LF	\$18.00	\$18.00
08600-	00100	Misc Concrete				
08600-	00101	Misc. Concrete	1	CY	\$320.00	\$320.00
08600-	00102	Install # 3 Rebar (0.375")	1	LF	\$1.20	\$1.20
08600-	00103	Install # 4 Rebar (0.500")	1	LF	\$1.65	\$1.65



08600-00104	Install # 5 Rebar (0.625")	1	LF	\$2.10	\$2.10
08600-00105	Flowable fill, less than 20cy	1	CY	\$190.00	\$190.00
08600-00106	Flowable fill, over 20cy	1	CY	\$190.00	\$190.00
08600-00107	Brick Pavers	1	SY	\$72.00	\$72.00
08600-00108	Concrete Pavers, Permeable	1	SY	\$49.25	\$49.25
08600-00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY	\$975.00	\$975.00
08600-00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY	\$975.00	\$975.00
08600-00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY	\$62.00	\$62.00
08600-00112	Concrete Header (Landscape curb around planted areas)	1	LF	\$13.60	\$13.60
08600-00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY	\$91.00	\$91.00
08600-00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY	\$91.00	\$91.00
08600-00115	Apply Colorant and Sealer to Stamped Concrete	1	PINT	\$43.00	\$43.00
08600-00116	Crack and Reseat Existing Concrete Paving	1	SY	\$5.65	\$5.65
09000-	Drainage				
09100-	Inlets and Manholes				
09100-00100	Inlet Top and Bottom, FDOT Index 200 Series				
09100-00101	Ditch Bottom Inlet, Type A, 0'-6' depth	1	EA	\$1,900.00	\$1,900.00
09100-00102	Ditch Bottom Inlet, Type A, 6'-12' depth	1	EA	\$2,500.00	\$2,500.00
09100-00103	Ditch Bottom Inlet, Type B, 0'-6' depth	1	EA	\$2,800.00	\$2,800.00
09100-00104	Ditch Bottom Inlet, Type B, 6'-12' depth	1	EA	\$3,300.00	\$3,300.00
09100-00105	Ditch Bottom Inlet, Type C, 0'-6' depth	1	EA	\$1,600.00	\$1,600.00
09100-00106	Ditch Bottom Inlet, Type C, 6'-12' depth	1	EA	\$2,100.00	\$2,100.00
09100-00107	Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA	\$2,230.00	\$2,230.00
09100-00108	Ditch Bottom Inlet, Type D, 6'-12' depth	1	EA	\$3,000.00	\$3,000.00
09100-00109	Ditch Bottom Inlet, Type E, 0'-6' depth	1	EA	\$2,494.00	\$2,494.00
09100-00110	Ditch Bottom Inlet, Type E, 6'-12' depth	1	EA	\$3,300.00	\$3,300.00
09100-00111	Ditch Bottom Inlet, Type F, 0'-6' depth	1	EA	\$2,300.00	\$2,300.00
09100-00112	Ditch Bottom Inlet, Type F, 6'-12' depth	1	EA	\$2,950.00	\$2,950.00
09100-00113	Ditch Bottom Inlet, Type G, 0'-6' depth	1	EA	\$3,600.00	\$3,600.00
09100-00114	Ditch Bottom Inlet, Type G, 6'-12' depth	1	EA	\$4,300.00	\$4,300.00
09100-00115	Ditch Bottom Inlet, Type H, 0'-6' depth	1	EA	\$3,060.00	\$3,060.00
09100-00116	Ditch Bottom Inlet, Type H, 6'-12' depth	1	EA	\$3,990.00	\$3,990.00
09100-00117	Ditch Bottom Inlet, Type J, 0'-6' depth	1	EA	\$2,600.00	\$2,600.00
09100-00118	Ditch Bottom Inlet, Type J, 6'-12' depth	1	EA	\$3,100.00	\$3,100.00
09100-00119	Ditch Bottom Inlet, Type K, 0'-6' depth	1	EA	\$5,100.00	\$5,100.00
09100-00120	Ditch Bottom Inlet, Type K, 6'-12' depth	1	EA	\$6,210.00	\$6,210.00
09100-00200	Inlet Top, FDOT Index 200 Series				
09100-00201	Curb Inlet, Type 1	1	EA	\$2,400.00	\$2,400.00
09100-00202	Curb Inlet, Type 2	1	EA	\$2,400.00	\$2,400.00
09100-00203	Curb Inlet, Type 3	1	EA	\$2,400.00	\$2,400.00
09100-00204	Curb Inlet, Type 4	1	EA	\$2,400.00	\$2,400.00
09100-00205	Curb Inlet, Type 5	1	EA	\$2,100.00	\$2,100.00
09100-00206	Curb Inlet, Type 6	1	EA	\$2,100.00	\$2,100.00
09100-00207	Curb Inlet, Type 9	1	EA	\$2,100.00	\$2,100.00
09100-00208	Curb Inlet, Type 10	1	EA	\$2,100.00	\$2,100.00
09100-00209	Gutter Inlet, Type S	1	EA	\$2,100.00	\$2,100.00
09100-00210	Gutter Inlet, Type V	1	EA	\$2,100.00	\$2,100.00
09100-00300	County Inlets				
09100-00301	Type A Curb Inlet, 0'-6' depth	1	EA	\$2,655.00	\$2,655.00
09100-00302	Type A Curb Inlet, 6'-12' depth	1	EA	\$3,000.00	\$3,000.00
09100-00303	Modified Type A Curb Inlet, 0'-6' depth	1	EA	\$3,000.00	\$3,000.00
09100-00304	Modified Type A Curb Inlet, 6'-12' depth	1	EA	\$3,100.00	\$3,100.00
09100-00305	Type A-1 Curb Inlet, 0'-6' depth	1	EA	\$2,900.00	\$2,900.00
09100-00306	Type A-1 Curb Inlet, 6'-12' depth	1	EA	\$3,636.00	\$3,636.00
09100-00307	Type Double A Curb Inlet, 0'-6' depth	1	EA	\$3,900.00	\$3,900.00
09100-00308	Type Double A Curb Inlet, 6'-12' depth	1	EA	\$4,200.00	\$4,200.00
09100-00309	8" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$950.00	\$950.00
09100-00310	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,050.00	\$1,050.00
09100-00311	12" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$1,000.00	\$1,000.00
09100-00312	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,050.00	\$1,050.00
09100-00313	12" X 15" X 15" Yard Drain (per County Detail)	1	EA	\$1,000.00	\$1,000.00
09100-00314	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,150.00	\$1,150.00
09100-00315	Clean Out For Underdrain, Paved Surface	1	EA	\$400.00	\$400.00
09100-00316	Clean Out For Underdrain, Unpaved Surface	1	EA	\$400.00	\$400.00
09100-00400	Inlet Bottom				
09100-00401	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$1,800.00	\$1,800.00
09100-00402	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$3,200.00	\$3,200.00
09100-00403	4' X 4' Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$1,420.00	\$1,420.00
09100-00404	4' X 4' Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$2,680.00	\$2,680.00
09100-00405	5' X 5' Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$2,200.00	\$2,200.00
09100-00406	5' X 5' Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$3,095.00	\$3,095.00
09100-00407	5' X 6' Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$2,700.00	\$2,700.00
09100-00408	5' X 6' Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$3,800.00	\$3,800.00
09100-00409	5' X 7' Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$3,300.00	\$3,300.00
09100-00410	5' X 7' Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$4,850.00	\$4,850.00
09100-00411	5' X 8' Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$3,534.00	\$3,534.00
09100-00412	5' X 8' Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$4,700.00	\$4,700.00
09100-00413	5' X 9' Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$3,818.00	\$3,818.00
09100-00414	5' X 9' Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$5,634.00	\$5,634.00
09100-00415	6' X 6' Structure Bottom, FDOT Index 200, 0'-6' depth	1	EA	\$5,500.00	\$5,500.00
09100-00416	6' X 6' Structure Bottom, FDOT Index 200, 6'-12' depth	1	EA	\$5,300.00	\$5,300.00

09100-00417	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,569.00	\$3,569.00
09100-00418	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$5,739.00	\$5,739.00
09100-00419	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,870.00	\$3,870.00
09100-00420	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$6,166.00	\$6,166.00
09100-00421	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,471.00	\$4,471.00
09100-00422	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$5,916.00	\$5,916.00
09100-00423	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,691.00	\$4,691.00
09100-00424	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,944.00	\$7,944.00
09100-00425	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,906.00	\$4,906.00
09100-00426	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,288.00	\$7,288.00
09100-00427	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,121.00	\$5,121.00
09100-00428	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,132.00	\$8,132.00
09100-00429	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,634.00	\$5,634.00
09100-00430	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$9,140.00	\$9,140.00
09100-00431	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,858.00	\$5,858.00
09100-00432	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$9,497.00	\$9,497.00
09100-00433	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,094.00	\$6,094.00
09100-00434	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$10,888.00	\$10,888.00
09100-00435	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$1,500.00	\$1,500.00
09100-00436	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$2,175.00	\$2,175.00
09100-00437	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,100.00	\$2,100.00
09100-00438	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$2,800.00	\$2,800.00
09100-00439	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,200.00	\$2,200.00
09100-00440	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,067.00	\$3,067.00
09100-00441	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,625.00	\$2,625.00
09100-00442	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,900.00	\$3,900.00
09100-00443	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,071.00	\$4,071.00
09100-00444	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$5,963.00	\$5,963.00
09100-00500	Manholes				
09100-00501	Storm Manhole, 0-6ft depth	1	EA	\$1,700.00	\$1,700.00
09100-00502	Storm Manhole, 6-12ft depth	1	EA	\$2,000.00	\$2,000.00
09100-00503	Junction Box, 0-6ft depth	1	EA	\$1,700.00	\$1,700.00
09100-00504	Junction Box, 6-12ft depth	1	EA	\$2,100.00	\$2,100.00
09100-00505	Dog House Manhole, 0-6ft depth	1	EA	\$2,000.00	\$2,000.00
09100-00506	Dog House Manhole, 6-12ft depth	1	EA	\$3,100.00	\$3,100.00
09100-00507	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF	\$300.00	\$300.00
09100-00600	Inlet Adjustments and Modifications				
09100-00601	Remove Inlet Top	1	EA	\$250.00	\$250.00
09100-00602	Remove Inlet Throat	1	EA	\$250.00	\$250.00
09100-00603	Pour Inlet Throat	1	EA	\$785.00	\$785.00
09100-00604	Reconstruct Inlet Wall	1	CY	\$700.00	\$700.00
09100-00605	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	\$400.00	\$400.00
09100-00606	Remove Curb Inlet (including top and bottom)	1	EA	\$400.00	\$400.00
09100-00607	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$525.00	\$525.00
09100-00608	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA	\$2,300.00	\$2,300.00
09100-00609	Connect to Existing Inlet	1	EA	\$600.00	\$600.00
09100-00610	Expansion Joint and Filler	1	LF	\$5.00	\$5.00
09100-00611	Tie to Existing Inlets, Pipe, Manhole	1	EA	\$600.00	\$600.00
09100-00612	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA	\$2,210.00	\$2,210.00
09200-00100	(HDPE) High Density Polyethylene Pipe, Single Wall				
09200-00101	4" HDPE SW Pipe, less than 60lf	1	LF	\$12.25	\$12.25
09200-00102	4" HDPE SW Pipe, over 60lf	1	LF	\$12.25	\$12.25
09200-00103	6" HDPE SW Pipe, less than 60lf	1	LF	\$13.15	\$13.15
09200-00104	6" HDPE SW Pipe, over 60lf	1	LF	\$13.15	\$13.15
09200-00105	8" HDPE SW Pipe, less than 60lf	1	LF	\$16.63	\$16.63
09200-00106	8" HDPE SW Pipe, over 60lf	1	LF	\$16.63	\$16.63
09200-00107	12" HDPE SW Pipe, less than 60lf	1	LF	\$20.00	\$20.00
09200-00108	12" HDPE SW Pipe, over 60lf	1	LF	\$20.00	\$20.00
09200-00109	15" HDPE SW Pipe, less than 60lf	1	LF	\$24.95	\$24.95
09200-00110	15" HDPE SW Pipe, over 60lf	1	LF	\$24.95	\$24.95
09200-00111	18" HDPE SW Pipe, less than 60lf	1	LF	\$27.42	\$27.42
09200-00112	18" HDPE SW Pipe, over 60lf	1	LF	\$27.42	\$27.42
09200-00113	24" HDPE SW Pipe, less than 60lf	1	LF	\$34.68	\$34.68
09200-00114	24" HDPE SW Pipe, over 60lf	1	LF	\$34.68	\$34.68
09200-00200	(HDPE) High Density Polyethylene Pipe, Double Wall				
09200-00201	6" HDPE DW Pipe, 0-6' depth, less than 60lf	1	LF	\$13.81	\$13.81
09200-00202	6" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$16.87	\$16.87
09200-00203	6" HDPE DW Pipe, 0-6' depth, over 60lf	1	LF	\$13.81	\$13.81
09200-00204	6" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$16.87	\$16.87
09200-00205	8" HDPE DW Pipe, 0-6' depth, less than 60lf	1	LF	\$17.65	\$17.65
09200-00206	8" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$22.19	\$22.19
09200-00207	8" HDPE DW Pipe, 0-6' depth, over 60lf	1	LF	\$17.65	\$17.65
09200-00208	8" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$22.19	\$22.19
09200-00209	12" HDPE DW Pipe, 0-6' depth, less than 60lf	1	LF	\$19.75	\$19.75
09200-00210	12" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$25.32	\$25.32
09200-00211	12" HDPE DW Pipe, 0-6' depth, over 60lf	1	LF	\$19.75	\$19.75
09200-00212	12" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$25.32	\$25.32
09200-00213	15" HDPE DW Pipe, 0-6' depth, less than 60lf	1	LF	\$22.05	\$22.05
09200-00214	15" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$26.60	\$26.60

09200-00215	15" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	\$22.05	\$22.05
09200-00216	15" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$26.60	\$26.60
09200-00217	18" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	\$25.89	\$25.89
09200-00218	18" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$30.80	\$30.80
09200-00219	18" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	\$25.89	\$25.89
09200-00220	18" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$30.80	\$30.80
09200-00221	24" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	\$33.35	\$33.35
09200-00222	24" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$38.30	\$38.30
09200-00223	24" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	\$33.35	\$33.35
09200-00224	24" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$38.30	\$38.30
09200-00225	30" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	\$40.38	\$40.38
09200-00226	30" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$47.38	\$47.38
09200-00227	30" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	\$40.38	\$40.38
09200-00228	30" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$47.38	\$47.38
09200-00229	36" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	\$52.38	\$52.38
09200-00230	36" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$59.75	\$59.75
09200-00231	36" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	\$52.38	\$52.38
09200-00232	36" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$59.75	\$59.75
09200-00233	42" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	\$69.23	\$69.23
09200-00234	42" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$77.88	\$77.88
09200-00235	42" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	\$69.23	\$69.23
09200-00236	42" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$77.88	\$77.88
09200-00237	48" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	\$89.22	\$89.22
09200-00238	48" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	\$105.00	\$105.00
09200-00239	48" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	\$89.22	\$89.22
09200-00240	48" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	\$105.00	\$105.00
09200-00300	(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe				
09200-00301	12" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	\$21.55	\$21.55
09200-00302	12" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	\$29.65	\$29.65
09200-00303	12" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	\$21.55	\$21.55
09200-00304	12" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	\$29.65	\$29.65
09200-00305	15" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	\$24.85	\$24.85
09200-00306	15" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	\$33.25	\$33.25
09200-00307	15" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	\$24.85	\$24.85
09200-00308	15" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	\$33.25	\$33.25
09200-00309	18" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	\$29.25	\$29.25
09200-00310	18" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	\$36.50	\$36.50
09200-00311	18" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	\$29.25	\$29.25
09200-00312	18" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	\$36.50	\$36.50
09200-00313	24" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	\$38.85	\$38.85
09200-00314	24" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	\$37.50	\$37.50
09200-00315	24" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	\$38.85	\$38.85
09200-00316	24" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	\$47.50	\$47.50
09200-00317	30" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	\$48.50	\$48.50
09200-00318	30" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	\$59.15	\$59.15
09200-00319	30" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	\$48.50	\$48.50
09200-00320	30" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	\$59.15	\$59.15
09200-00400	(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe				
09200-00401	36" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	\$64.75	\$64.75
09200-00402	36" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	\$68.20	\$68.20
09200-00403	36" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	\$64.75	\$64.75
09200-00404	36" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	\$68.20	\$68.20
09200-00405	48" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	\$126.40	\$126.40
09200-00406	48" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	\$142.00	\$142.00
09200-00407	48" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	\$126.40	\$126.40
09200-00408	48" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	\$142.00	\$142.00
09200-00500	(CPVC) Corrugated Polyvinyl Chloride Pipe				
09200-00501	12" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$19.85	\$19.85
09200-00502	12" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$28.40	\$28.40
09200-00503	12" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	\$19.85	\$19.85
09200-00504	12" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	\$28.40	\$28.40
09200-00505	15" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$23.30	\$23.30
09200-00506	15" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$29.80	\$29.80
09200-00507	15" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	\$23.30	\$23.30
09200-00508	15" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	\$29.80	\$29.80
09200-00509	18" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$28.75	\$28.75
09200-00510	18" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$36.70	\$36.70
09200-00511	18" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	\$28.75	\$28.75
09200-00512	18" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	\$36.70	\$36.70
09200-00513	24" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$39.50	\$39.50
09200-00514	24" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$47.75	\$47.75
09200-00515	24" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	\$39.50	\$39.50
09200-00516	24" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	\$47.75	\$47.75
09200-00517	30" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$51.85	\$51.85
09200-00518	30" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$60.30	\$60.30
09200-00519	30" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	\$51.85	\$51.85
09200-00520	30" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	\$60.30	\$60.30
09200-00521	36" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$68.00	\$68.00
09200-00522	36" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$81.00	\$81.00
09200-00523	36" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	\$68.00	\$68.00
09200-00524	36" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	\$81.00	\$81.00

09200-00600	(PVC) Polyvinyl Chloride Pipe					
09200-00601	12" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$24.00	\$24.00	
09200-00602	12" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$24.25	\$24.25	
09200-00603	12" PVC Pipe, 0'-6' depth, over 60lf	1	LF	\$24.00	\$24.00	
09200-00604	12" PVC Pipe, 6'-12' depth, over 60lf	1	LF	\$24.25	\$24.25	
09200-00605	15" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$28.00	\$28.00	
09200-00606	15" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$29.00	\$29.00	
09200-00607	15" PVC Pipe, 0'-6' depth, over 60lf	1	LF	\$28.00	\$28.00	
09200-00608	15" PVC Pipe, 6'-12' depth, over 60lf	1	LF	\$29.00	\$29.00	
09200-00609	18" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$42.00	\$42.00	
09200-00610	18" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$44.00	\$44.00	
09200-00611	18" PVC Pipe, 0'-6' depth, over 60lf	1	LF	\$42.00	\$42.00	
09200-00612	18" PVC Pipe, 6'-12' depth, over 60lf	1	LF	\$44.00	\$44.00	
09200-00613	24" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$62.50	\$62.50	
09200-00614	24" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$68.70	\$68.70	
09200-00615	24" PVC Pipe, 0'-6' depth, over 60lf	1	LF	\$62.50	\$62.50	
09200-00616	24" PVC Pipe, 6'-12' depth, over 60lf	1	LF	\$68.70	\$68.70	
09200-00617	30" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$97.60	\$97.60	
09200-00618	30" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$112.00	\$112.00	
09200-00619	30" PVC Pipe, 0'-6' depth, over 60lf	1	LF	\$97.60	\$97.60	
09200-00620	30" PVC Pipe, 6'-12' depth, over 60lf	1	LF	\$112.00	\$112.00	
09200-00621	36" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	\$150.25	\$150.25	
09200-00622	36" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	\$165.00	\$165.00	
09200-00623	36" PVC Pipe, 0'-6' depth, over 60lf	1	LF	\$150.25	\$150.25	
09200-00624	36" PVC Pipe, 6'-12' depth, over 60lf	1	LF	\$165.00	\$165.00	
09200-00700	(RCP) Reinforced Concrete Pipe					
09200-00701	15" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$27.50	\$27.50	
09200-00702	15" RCP Pipe, 0'-6' depth, over 60lf	1	LF	\$27.25	\$27.25	
09200-00703	15" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$29.00	\$29.00	
09200-00704	15" RCP Pipe, 6'-12' depth, over 60lf	1	LF	\$29.00	\$29.00	
09200-00705	18" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$30.90	\$30.90	
09200-00706	18" RCP Pipe, 0'-6' depth, over 60lf	1	LF	\$30.75	\$30.75	
09200-00707	18" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$32.00	\$32.00	
09200-00708	18" RCP Pipe, 6'-12' depth, over 60lf	1	LF	\$32.00	\$32.00	
09200-00709	24" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$41.58	\$41.58	
09200-00710	24" RCP Pipe, 0'-6' depth, over 60lf	1	LF	\$41.50	\$41.50	
09200-00711	24" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$43.00	\$43.00	
09200-00712	24" RCP Pipe, 6'-12' depth, over 60lf	1	LF	\$43.00	\$43.00	
09200-00713	30" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$54.56	\$54.56	
09200-00714	30" RCP Pipe, 0'-6' depth, over 60lf	1	LF	\$54.56	\$54.56	
09200-00715	30" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$61.25	\$61.25	
09200-00716	30" RCP Pipe, 6'-12' depth, over 60lf	1	LF	\$61.25	\$61.25	
09200-00717	36" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$69.80	\$69.80	
09200-00718	36" RCP Pipe, 0'-6' depth, over 60lf	1	LF	\$69.80	\$69.80	
09200-00719	36" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$79.00	\$79.00	
09200-00720	36" RCP Pipe, 6'-12' depth, over 60lf	1	LF	\$79.00	\$79.00	
09200-00721	42" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$83.85	\$83.85	
09200-00722	42" RCP Pipe, 0'-6' depth, over 60lf	1	LF	\$83.85	\$83.85	
09200-00723	42" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$90.00	\$90.00	
09200-00724	42" RCP Pipe, 6'-12' depth, over 60lf	1	LF	\$90.00	\$90.00	
09200-00725	48" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$102.67	\$102.67	
09200-00726	48" RCP Pipe, 0'-6' depth, over 60lf	1	LF	\$102.67	\$102.67	
09200-00727	48" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$110.00	\$110.00	
09200-00728	48" RCP Pipe, 6'-12' depth, over 60lf	1	LF	\$110.00	\$110.00	
09200-00800	(ERCP) Elliptical Reinforced Concrete Pipe					
09200-00801	12" X 18" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$38.99	\$38.99	
09200-00802	12" X 18" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	\$38.99	\$38.99	
09200-00803	12" X 18" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$43.66	\$43.66	
09200-00804	12" X 18" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	\$43.66	\$43.66	
09200-00805	14" X 23" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$44.85	\$44.85	
09200-00806	14" X 23" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	\$44.85	\$44.85	
09200-00807	14" X 23" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$49.50	\$49.50	
09200-00808	14" X 23" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	\$49.50	\$49.50	
09200-00809	19" X 30" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$64.25	\$64.25	
09200-00810	19" X 30" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	\$64.25	\$64.25	
09200-00811	19" X 30" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$71.35	\$71.35	
09200-00812	19" X 30" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	\$71.35	\$71.35	
09200-00813	24" X 38" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$88.90	\$88.90	
09200-00814	24" X 38" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	\$88.90	\$88.90	
09200-00815	24" X 38" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$89.70	\$89.70	
09200-00816	24" X 38" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	\$89.70	\$89.70	
09200-00817	29" X 45" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$118.35	\$118.35	
09200-00818	29" X 45" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	\$118.35	\$118.35	
09200-00819	29" X 45" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$128.00	\$128.00	
09200-00820	29" X 45" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	\$128.00	\$128.00	
09200-00821	34" X 53" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	\$180.00	\$180.00	
09200-00822	34" X 53" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	\$180.00	\$180.00	
09200-00823	34" X 53" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	\$194.25	\$194.25	
09200-00824	34" X 53" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	\$194.25	\$194.25	
09200-00900	(CMP) Corrugated Metal Pipe					
09200-00901	18" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	\$28.00	\$28.00	
09200-00902	18" CMP Pipe, 0'-6' depth, over 60lf	1	LF	\$28.00	\$28.00	

09200-00903	18" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	\$29.25	\$29.25
09200-00904	18" CMP Pipe, 6'-12' depth, over 60lf	1	LF	\$29.25	\$29.25
09200-00905	24" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	\$38.00	\$38.00
09200-00906	24" CMP Pipe, 0'-6' depth, over 60lf	1	LF	\$38.00	\$38.00
09200-00907	24" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	\$38.00	\$38.00
09200-00908	24" CMP Pipe, 6'-12' depth, over 60lf	1	LF	\$38.00	\$38.00
09200-00909	30" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	\$45.50	\$45.50
09200-00910	30" CMP Pipe, 0'-6' depth, over 60lf	1	LF	\$45.50	\$45.50
09200-00911	30" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	\$55.25	\$55.25
09200-00912	30" CMP Pipe, 6'-12' depth, over 60lf	1	LF	\$55.25	\$55.25
09200-00913	36" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	\$56.00	\$56.00
09200-00914	36" CMP Pipe, 0'-6' depth, over 60lf	1	LF	\$56.00	\$56.00
09200-00915	36" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	\$67.25	\$67.25
09200-00916	36" CMP Pipe, 6'-12' depth, over 60lf	1	LF	\$67.25	\$67.25
09200-01000	(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe				
09200-01001	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$14.50	\$14.50
09200-01002	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$14.50	\$14.50
09200-01003	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$16.25	\$16.25
09200-01004	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$16.25	\$16.25
09200-01005	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$18.75	\$18.75
09200-01006	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$18.75	\$18.75
09200-01007	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$21.35	\$21.35
09200-01008	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$21.35	\$21.35
09200-01009	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$23.53	\$23.53
09200-01010	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$23.53	\$23.53
09200-01011	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$34.20	\$34.20
09200-01012	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$34.20	\$34.20
09200-01100	(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe				
09200-01101	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$14.75	\$14.75
09200-01102	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$14.75	\$14.75
09200-01103	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$16.80	\$16.80
09200-01104	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$16.80	\$16.80
09200-01105	12" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$18.75	\$18.75
09200-01106	12" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$18.75	\$18.75
09200-01107	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$21.35	\$21.35
09200-01108	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$21.35	\$21.35
09200-01109	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$23.53	\$23.53
09200-01110	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$23.53	\$23.53
09200-01111	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	\$34.20	\$34.20
09200-01112	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	\$34.20	\$34.20
09300-00100	(RCP) Round Concrete Pipe Cross Drain MES				
09300-00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$675.00	\$675.00
09300-00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$725.00	\$725.00
09300-00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$780.00	\$780.00
09300-00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,200.00	\$1,200.00
09300-00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,800.00	\$1,800.00
09300-00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,350.00	\$2,350.00
09300-00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,820.00	\$2,820.00
09300-00200	(CMP) Round Corrugated Metal Pipe Cross Drain MES				
09300-00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$675.00	\$675.00
09300-00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$710.00	\$710.00
09300-00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$775.00	\$775.00
09300-00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,000.00	\$1,000.00
09300-00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,100.00	\$2,100.00
09300-00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,775.00	\$2,775.00
09300-00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,500.00	\$3,500.00
09300-00300	(ERCP) Elliptical Concrete Pipe Cross Drain MES				
09300-00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$787.00	\$787.00
09300-00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$863.00	\$863.00
09300-00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$950.00	\$950.00
09300-00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,180.00	\$1,180.00
09300-00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,915.00	\$2,915.00
09300-00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,842.00	\$3,842.00
09300-00400	(RCP) Round Concrete Pipe Side Drain MES				
09300-00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$675.00	\$675.00
09300-00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$725.00	\$725.00
09300-00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$780.00	\$780.00
09300-00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,200.00	\$1,200.00
09300-00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,800.00	\$1,800.00
09300-00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,850.00	\$2,850.00
09300-00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,100.00	\$3,100.00
09300-00500	(CMP) Round Corrugated Metal Pipe Side Drain MES				
09300-00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$705.00	\$705.00
09300-00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$700.00	\$700.00
09300-00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$775.00	\$775.00

09300-00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,482.00	\$1,482.00
09300-00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,500.00	\$1,500.00
09300-00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,200.00	\$2,200.00
09300-00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,500.00	\$2,500.00
09300-00600	(ERCP) Elliptical Concrete Pipe Side Drain MES				
09300-00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$700.00	\$700.00
09300-00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$775.00	\$775.00
09300-00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$950.00	\$950.00
09300-00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,180.00	\$1,180.00
09300-00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,915.00	\$2,915.00
09300-00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,842.00	\$3,842.00
09400-00100	Headwall and Energy Dissipator				
09400-00101	Class I Concrete for Endwalls (steel included)	1	CY	\$875.00	\$875.00
09400-00102	Class II Concrete for Endwalls	1	CY	\$968.25	\$968.25
09400-00103	Reinforcing Steel for Endwalls	1	LB	\$1.35	\$1.35
09400-00104	Block Headwall, 8"x8"x16"	1	SF	\$45.25	\$45.25
09400-00105	Sand Bag Headwall, Cross Section Measurement	1	SY	\$265.00	\$265.00
09500-00100	Misc. and Removal				
09500-00101	Construct Concrete Collar on Pipe	1	CY	\$250.00	\$250.00
09500-00102	Pipe Removal, 6"-30", less than 60lf	1	LF	\$10.50	\$10.50
09500-00103	Pipe Removal, 6"-30", over 60lf	1	LF	\$9.50	\$9.50
09500-00104	Pipe Removal, 36" and larger, less than 60lf	1	LF	\$12.00	\$12.00
09500-00105	Pipe Removal, 36" and larger, over 60lf	1	LF	\$12.00	\$12.00
09500-00106	Remove Gravel from Pipe Bed	1	CY	\$13.00	\$13.00
09500-00107	Remove Miter Ends and Plug Existing Pipe	1	EA	\$450.00	\$450.00
09500-00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	\$400.00	\$400.00
09500-00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	\$550.00	\$550.00
09500-00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA	\$350.00	\$350.00
09500-00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	\$500.00	\$500.00
09500-00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA	\$200.00	\$200.00
09500-00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA	\$300.00	\$300.00
09500-00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY	\$190.00	\$190.00
10000-00100	Sewer				
10100-00100	Gravity				
10100-00101	8" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF	\$14.00	\$14.00
10100-00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF	\$14.00	\$14.00
10100-00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF	\$21.75	\$21.75
10100-00104	8" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF	\$21.75	\$21.75
10100-00105	10" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF	\$14.25	\$14.25
10100-00106	10" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF	\$14.25	\$14.25
10100-00107	10" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF	\$24.10	\$24.10
10100-00108	10" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF	\$24.10	\$24.10
10200-00100	Force Main				
10200-00101	6" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	\$11.80	\$11.80
10200-00102	6" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	\$11.80	\$11.80
10200-00103	6" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	\$17.50	\$17.50
10200-00104	6" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	\$17.50	\$17.50
10200-00105	8" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	\$14.30	\$14.30
10200-00106	8" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	\$14.30	\$14.30
10200-00107	8" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	\$23.65	\$23.65
10200-00108	8" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	\$23.65	\$23.65
10200-00109	10" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	\$18.00	\$18.00
10200-00110	10" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	\$18.00	\$18.00
10200-00111	10" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	\$26.10	\$26.10
10200-00112	10" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	\$26.10	\$26.10
10300-00100	Manholes				
10300-00101	Sewer Manhole, 0-6ft depth	1	EA	\$2,781.00	\$2,781.00
10300-00102	Sewer Manhole, 6-12ft depth	1	EA	\$3,150.00	\$3,150.00
10400-00100	Services				
10400-00101	4" Sewer Service Line - Short, less than 12lf	1	LF	\$11.00	\$11.00
10400-00102	4" Sewer Service Line - Long, over 12lf	1	LF	\$10.75	\$10.75
10400-00103	6" Sewer Service Line - Short, less than 12lf	1	LF	\$16.00	\$16.00
10400-00104	6" Sewer Service Line - Long, over 12lf	1	LF	\$15.75	\$15.75
10500-00100	Fittings				
10500-00101	8" Tapping Sleeve w/ Valve	1	EA	\$2,627.85	\$2,627.85
10500-00102	8" x 8" x 8" Tee Fitting	1	EA	\$928.00	\$928.00
10500-00103	6" x 8" x 8" Tee Fitting	1	EA	\$783.00	\$783.00
10500-00104	8" 90 Elbow	1	EA	\$705.00	\$705.00
10600-00100	Miscellaneous				
10600-00101	8" Iron Clean Out	1	EA	\$465.00	\$465.00
10600-00102	8" Gate Valve w/ Box	1	EA	\$1,050.00	\$1,050.00
10600-00103	Encase Sewer Line, less than 60lf	1	LF	\$43.60	\$43.60
10600-00104	Encase Sewer Line, over 60lf	1	LF	\$43.60	\$43.60
11000-00100	Water				
11100-00100	Pipe				



11100-	00101	4" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	\$8.92	\$8.92
11100-	00102	4" PVC Waterline, 0'-6' depth, over 60lf	1	LF	\$8.92	\$8.92
11100-	00103	4" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	\$10.67	\$10.67
11100-	00104	4" PVC Waterline, 6'-12' depth, over 60lf	1	LF	\$10.67	\$10.67
11100-	00105	6" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	\$11.50	\$11.50
11100-	00106	6" PVC Waterline, 0'-6' depth, over 60lf	1	LF	\$11.50	\$11.50
11100-	00107	6" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	\$14.80	\$14.80
11100-	00108	6" PVC Waterline, 6'-12' depth, over 60lf	1	LF	\$15.65	\$15.65
11100-	00109	8" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	\$12.35	\$12.35
11100-	00110	8" PVC Waterline, 0'-6' depth, over 60lf	1	LF	\$12.35	\$12.35
11100-	00111	8" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	\$18.02	\$18.02
11100-	00112	8" PVC Waterline, 6'-12' depth, over 60lf	1	LF	\$18.02	\$18.02
11100-	00113	8" Iron Ductile Water Line, 0'-6' depth, less than 60lf	1	LF	\$33.85	\$33.85
11100-	00114	8" Iron Ductile Water Line, 0'-6' depth, over 60lf	1	LF	\$33.85	\$33.85
11100-	00115	8" Iron Ductile Water Line, 6'-12' depth, less than 60lf	1	LF	\$41.00	\$41.00
11100-	00116	8" Iron Ductile Water Line, 6'-12' depth, over 60lf	1	LF	\$41.00	\$41.00
11200-	00100	Services				
11200-	00101	1" Water Service Line - Short, less than 12lf	1	LF	\$9.15	\$9.15
11200-	00102	1" Water Service Line - Long, over 12lf	1	LF	\$7.80	\$7.80
11200-	00103	1.5" Water Service Line - Short, less than 12lf	1	LF	\$8.25	\$8.25
11200-	00104	1.5" Water Service Line - Long, over 12lf	1	LF	\$8.00	\$8.00
11200-	00105	2" Water Service Line - Short, less than 12lf	1	LF	\$10.50	\$10.50
11200-	00106	2" Water Service Line - Long, over 12lf	1	LF	\$10.10	\$10.10
11300-	00100	Fittings				
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA	\$1,878.00	\$1,878.00
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA	\$1,911.00	\$1,911.00
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA	\$2,400.00	\$2,400.00
11300-	00104	4" x 4" x 4" Tee Fitting	1	EA	\$325.00	\$325.00
11300-	00105	4" x 6" x 6" Tee Fitting	1	EA	\$450.00	\$450.00
11300-	00106	6" x 6" x 6" Tee Fitting	1	EA	\$447.00	\$447.00
11300-	00107	4" Elbow, 22.5°, 45°, 90°	1	EA	\$240.00	\$240.00
11300-	00108	6" Elbow, 22.5°, 45°, 90°	1	EA	\$325.00	\$325.00
11300-	00109	8" Elbow, 22.5°, 45°, 90°	1	EA	\$455.00	\$455.00
11300-	00110	6" Gate Valve w/ Box	1	EA	\$1,163.00	\$1,163.00
11300-	00111	6" Gate Valve	1	EA	\$881.00	\$881.00
11300-	00112	8" Tapping Sleeve w/ Valve	1	EA	\$2,627.85	\$2,627.85
11300-	00113	8" Gate Valve w/ Box	1	EA	\$1,050.00	\$1,050.00
11300-	00114	4" Insert-A-Valve	1	EA	\$4,760.00	\$4,760.00
11300-	00115	6" Insert-A-Valve	1	EA	\$5,500.00	\$5,500.00
11300-	00116	8" Insert-A-Valve	1	EA	\$6,687.00	\$6,687.00
11400-	00100	Miscellaneous				
11400-	00101	Adjust Existing Water Valves (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$340.00	\$340.00
11400-	00102	Readjust Water Meter	1	EA	\$220.00	\$220.00
11400-	00103	Relocate Water Meter	1	EA	\$275.00	\$275.00
11400-	00104	Readjust Water Valve	1	EA	\$200.00	\$200.00
11400-	00105	Relocate Fire Hydrant	1	EA	\$2,100.00	\$2,100.00
11400-	00106	Re-connect Fire Hydrant	1	EA	\$1,350.00	\$1,350.00
11400-	00107	Fire Hydrant Assembly (new)	1	EA	\$3,208.00	\$3,208.00
12000-	Drilling					
12100-	00100	Jack and Bore				
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	1	LF	\$135.00	\$135.00
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	1	LF	\$180.00	\$180.00
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	1	LF	\$135.00	\$135.00
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	1	LF	\$200.00	\$200.00
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	1	LF	\$135.00	\$135.00
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	1	LF	\$200.00	\$200.00
12100-	00107	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	\$112.00	\$112.00
12100-	00108	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	\$196.00	\$196.00
12100-	00109	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	\$217.00	\$217.00
12100-	00110	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	\$252.00	\$252.00
12100-	00111	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	\$260.00	\$260.00
12100-	00112	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	\$275.00	\$275.00
13000-	Stormwater Pollution Prevention					
13100-	00100	Stabilization				
13100-	00101	Centipede Sod, Staked, less than 1000sy	1	SY	\$1.95	\$1.95
13100-	00102	Centipede Sod, Staked, over 1000sy	1	SY	\$1.85	\$1.85
13100-	00103	St Augustine Sod, Staked, less than 1000sy	1	SY	\$4.00	\$4.00
13100-	00104	St Augustine Sod, Staked, over 1000sy	1	SY	\$3.75	\$3.75
13100-	00105	Bermuda Sod, Staked, less than 1000sy	1	SY	\$1.95	\$1.95
13100-	00106	Bermuda Sod, Staked, over 1000sy	1	SY	\$1.85	\$1.85
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	1	SY	\$1.95	\$1.95
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	1	SY	\$1.85	\$1.85

13100-00109	Bermuda, Seeding and Mulch, (15lb Per Acre)	1	LB	\$11.00	\$11.00
13100-00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	1	LB	\$11.00	\$11.00
13100-00111	Centipede, Seeding and Mulch, (15lb Per Acre)	1	LB	\$11.00	\$11.00
13100-00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	1	LB	\$5.25	\$5.25
13100-00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	1	LB	\$5.25	\$5.25
13100-00114	Mulch, (2 Ton Per Acre)	1	TON	\$375.00	\$375.00
13100-00115	Seed & Mulch Road & Shoulders	1	SY	\$0.45	\$0.45
13100-00116	Erosion mat with the seed and mulch included in the mat.	1	EA	\$3.45	\$3.45
13200-00100	Energy Dissipation				
13200-00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	1	SY	\$62.35	\$62.35
13200-00102	4" Bedding Stone and Geotextile	1	SY	\$7.25	\$7.25
13200-00103	Rip Rap Rubble, Type I	1	TON	\$53.00	\$53.00
13200-00104	Rip Rap Rubble, Type II	1	TON	\$68.00	\$68.00
13200-00105	Grout Fill for Rip Rap	1	CY	\$204.25	\$204.25
13300-00100	Erosion Control				
13300-00101	Silt Fence Type III, less than 500lf	1	LF	\$1.65	\$1.65
13300-00102	Silt Fence Type III, over 500lf	1	LF	\$1.50	\$1.50
13300-00103	Silt Fence Type IV, less than 500lf	1	LF	\$3.95	\$3.95
13300-00104	Silt Fence Type IV, over 500lf	1	LF	\$3.90	\$3.90
13300-00105	Staked Turbidity Barrier	1	LF	\$12.75	\$12.75
13300-00106	Floating Turbidity Barrier	1	LF	\$21.80	\$21.80
13300-00107	Safety Fence, less than 500lf	1	LF	\$2.50	\$2.50
13300-00108	Safety Fence, over 500lf	1	LF	\$2.50	\$2.50
13300-00109	Baled Hay or Straw	1	EA	\$8.00	\$8.00
13300-00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$650.00	\$650.00
13300-00111	Construct Stabilized Gravel Construction Entrance	1	SY	\$11.75	\$11.75
13300-00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	\$1,200.00	\$1,200.00
13400-00100	Removal				
13400-00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY	\$31.00	\$31.00
13400-00102	Remove Existing Energy Dissipater	1	EA	\$1,000.00	\$1,000.00
14000-00100	Fence				
14100-00100	Chain Link				
14100-00101	4' Chain Link Fence, less than 150 lf	1	LF	\$9.44	\$9.44
14100-00102	4' Chain Link Fence, over 150 lf	1	LF	\$9.44	\$9.44
14100-00103	6' Chain Link Fence, less than 150 lf	1	LF	\$12.75	\$12.75
14100-00104	6' Chain Link Fence, over 150 lf	1	LF	\$12.75	\$12.75
14100-00105	4' X 4' Single Chain Link Swing Gate	1	EA	\$313.95	\$313.95
14100-00106	4' X 6' Single Chain Link Swing Gate	1	EA	\$393.75	\$393.75
14100-00107	6' X 6' Single Chain Link Swing Gate	1	EA	\$447.30	\$447.30
14100-00108	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA	\$514.50	\$514.50
14100-00109	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	\$674.10	\$674.10
14100-00110	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	\$726.60	\$726.60
14100-00111	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA	\$840.00	\$840.00
14200-00100	Wire				
14200-00101	4' Wire Fence, less than 150 lf	1	LF	\$8.14	\$8.14
14200-00102	4' Wire Fence, over 150 lf	1	LF	\$8.14	\$8.14
14300-00100	Wood				
14300-00101	Wood Split Rail Fence, less than 150lf	1	LF	\$10.24	\$10.24
14300-00102	Wood Split Rail Fence, Over 150lf	1	LF	\$10.24	\$10.24
14300-00103	6' Wood Fence (Non alternating Vertical Boards), less than 150lf	1	LF	\$10.24	\$10.24
14300-00104	6' Wood Fence (Non alternating Vertical Boards), over 150lf	1	LF	\$10.24	\$10.24
14300-00105	6' Wood Fence (Alternating Vertical Boards), less than 150lf	1	LF	\$12.34	\$12.34
14300-00106	6' Wood Fence (Alternating Vertical Boards), over 150lf	1	LF	\$12.34	\$12.34
14300-00107	Single Wood Gate 6' X 4'	1	EA	\$94.50	\$94.50
14300-00108	Single Wood Gate 6' X 5'	1	EA	\$115.50	\$115.50
14300-00109	Double Wood Gate 6' X 5'	1	EA	\$189.00	\$189.00
14400-00100	Removal				
14400-00101	Remove Existing 6' Wood Fence	1	LF	\$2.00	\$2.00
14400-00102	Remove Existing Split Rail Fence	1	LF	\$2.00	\$2.00
14400-00103	Remove Existing Chain Link Fence	1	LF	\$2.00	\$2.00
14400-00104	Remove Existing Wire Fence	1	LF	\$2.00	\$2.00
14500-00100	Posts				
14500-00101	Corner Post, Wood Post, 4' Wire Fence	1	EA	\$57.70	\$57.70
14500-00102	Corner Post, Wood Post, 6' Wood Fence	1	EA	\$10.50	\$10.50
14500-00103	Corner Post, Metal Post, 4' Wood Fence	1	EA	\$38.75	\$38.75
14500-00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA	\$77.70	\$77.70
14500-00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA	\$119.70	\$119.70
14500-00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA	\$37.54	\$37.54
14500-00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA	\$10.50	\$10.50
14500-00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA	\$38.75	\$38.75
14500-00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA	\$56.70	\$56.70
14500-00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA	\$86.10	\$86.10
15000-00100	Irrigation				



15100-00100	Sprinkler Head				
15100-00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$84.00	\$84.00
15100-00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA	\$42.00	\$42.00
15100-00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA	\$84.00	\$84.00
15100-00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$84.00	\$84.00
15100-00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$84.00	\$84.00
15100-00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$94.50	\$94.50
15100-00107	Rotor Type Sprinkler Head on Riser	1	EA	\$89.00	\$89.00
15100-00108	Rotor Type Sprinkler Head on Riser on Grade	1	EA	\$89.00	\$89.00
15100-00109	4" Spray Type Sprinkler Head	1	EA	\$42.00	\$42.00
15100-00110	6" Spray Type Sprinkler Head	1	EA	\$47.00	\$47.00
15100-00111	12" Spray Type Sprinkler Head	1	EA	\$52.00	\$52.00
15100-00112	Spray Type Sprinkler Head on Riser	1	EA	\$42.00	\$42.00
15100-00113	Spray Type Sprinkler Head on Riser on Grade	1	EA	\$42.00	\$42.00
15200-00100	Sprinkler Line				
15200-00101	Flexible Drip Tubing Installed Below Grade	1	EA	\$10.50	\$10.50
15200-00102	Flexible Drip Tubing Installed Above Grade	1	EA	\$21.00	\$21.00
15200-00103	1/2" PVC sprinkler line , less than 150lf	1	LF	\$0.53	\$0.53
15200-00104	1/2" PVC sprinkler line, over 150lf	1	LF	\$0.53	\$0.53
15200-00105	3/4" PVC sprinkler line, less than 150lf	1	LF	\$0.79	\$0.79
15200-00106	3/4" PVC sprinkler line, over 150lf	1	LF	\$0.79	\$0.79
15200-00107	1" PVC sprinkler line, less than 150lf	1	LF	\$1.05	\$1.05
15200-00108	1" PVC sprinkler line, over 150lf	1	LF	\$1.05	\$1.05
15200-00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF	\$1.32	\$1.32
15200-00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF	\$1.32	\$1.32
15200-00111	2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF	\$2.37	\$2.37
15200-00112	2" Schedule 40 PVC sprinkler line, over 150lf	1	LF	\$2.37	\$2.37
15300-00100	Fittings and Valves				
15300-00101	Deep Well Tree Bubbler	1	EA	\$37.00	\$37.00
15300-00102	Tree Emitter w/ Tree Grate	1	EA	\$78.75	\$78.75
15300-00103	Multi-Outlet Emitter Installed in a Box	1	EA	\$2.15	\$2.15
15300-00104	Multi-Outlet Emitter Installed below grade	1	EA	\$3.15	\$3.15
15300-00105	Single-Outlet Emitter Installed Below Grade	1	EA	\$2.15	\$2.15
15300-00106	Drip Emitter Tubing Outlet	1	EA	\$1.05	\$1.05
15300-00107	90 degree PVC Fitting	1	EA	\$3.15	\$3.15
15300-00108	"T" PVC Fitting	1	EA	\$3.15	\$3.15
15300-00109	"Cross" PVC Fitting	1	EA	\$4.25	\$4.25
15300-00110	Flex Pipe	1	EA	\$0.18	\$0.18
15300-00111	Flex Pipe Nipple	1	EA	\$0.30	\$0.30
15300-00112	Flex Pipe "T"	1	EA	\$0.30	\$0.30
15300-00113	Flex Pipe Elbow	1	EA	\$0.30	\$0.30
15300-00114	Install 4" Conduit for irrigation pipe	1	LF	\$3.15	\$3.15
15300-00115	Install Electrical Conduit for irrigation System	1	LF	\$2.15	\$2.15
15300-00116	Multiple Day Pump Timer (Intermatic)	1	EA	\$131.25	\$131.25
15300-00117	3 zone Switching Box	1	EA	\$105.00	\$105.00
15300-00118	4 zone Switching Box	1	EA	\$158.00	\$158.00
15300-00119	1.5 hp Pump	1	EA	\$315.00	\$315.00
15300-00120	2.0 hp Pump	1	EA	\$425.00	\$425.00
15300-00121	Solar Powered Solenoid	1	EA	\$131.25	\$131.25
15300-00122	DC Powered Solenoid	1	EA	\$26.25	\$26.25
15300-00123	AC Powered Solenoid	1	EA	\$26.25	\$26.25
15300-00124	Backflow Preventer w/ Enclosure	1	EA	\$315.00	\$315.00
15300-00125	Pressure Reducing Valves	1	EA	\$105.00	\$105.00
15300-00126	Pressure Vacuum Breaker w/ Enclosure	1	EA	\$262.50	\$262.50
15300-00127	Wye Strainer	1	EA	\$53.00	\$53.00
15300-00128	Shut Off Valve: Gate Valve Type 2" or Smaller	1	EA	\$78.75	\$78.75
15300-00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	1	EA	\$158.00	\$158.00
15300-00130	Shut Off Valve: Butterfly Valve Type	1	EA	\$315.00	\$315.00
15300-00131	Quick Coupler Valve	1	EA	\$158.00	\$158.00
15300-00132	Angle Valve	1	EA	\$27.00	\$27.00
15300-00133	Remote Control Valve	1	EA	\$37.00	\$37.00
15300-00134	Master Control Valve	1	EA	\$27.00	\$27.00
15300-00135	Automatic Controller (Electric): In Enclosure	1	EA	\$183.00	\$183.00
15300-00136	Automatic Controller (Electric): Wall Mounted	1	EA	\$183.00	\$183.00
15300-00137	Automatic Controller (Electric): Pedestal Mounted	1	EA	\$446.00	\$446.00
15300-00138	Automatic Controller (Solar): In Enclosure	1	EA	\$288.00	\$288.00
15300-00139	Automatic Controller (Solar): Wall Mounted	1	EA	\$288.00	\$288.00
15300-00140	Automatic Controller (Solar): Pedestal Mounted	1	EA	\$551.25	\$551.25
15300-00141	Light Powered Controller	1	EA	\$131.25	\$131.25
15300-00142	Low Voltage Controller Wiring	1	LF	\$0.55	\$0.55
15300-00143	Valves Boxes	1	EA	\$30.00	\$30.00
15300-00144	Flush Valve: Manual Type	1	EA	\$30.00	\$30.00
15300-00145	Flush Valve: Automatic Type	1	EA	\$58.00	\$58.00
15300-00146	Air / Vacuum Relief Valve	1	EA	\$58.00	\$58.00
15300-00147	Air Release Valve	1	EA	\$58.00	\$58.00
15300-00148	Pressure Relief Valve	1	EA	\$58.00	\$58.00
15300-00149	Pressure Regulator	1	EA	\$105.00	\$105.00
15300-00150	Drip Remote Control Valve Assembly	1	EA	\$236.00	\$236.00
15300-00151	Remote Control Valve	1	EA	\$79.00	\$79.00
15300-00152	Flow Sensors	1	EA	\$79.00	\$79.00
15300-00153	Rain Sensors	1	EA	\$79.00	\$79.00
15300-00154	Moisture Sensor	1	EA	\$79.00	\$79.00
15300-00155	Basket Strainer	1	EA	\$58.00	\$58.00
15300-00156	Booster Pump	1	EA	\$262.00	\$262.00

15300-00157	Control Wire Pull Box	1	EA	\$30.00	\$30.00
15300-00158	Hose Bibs	1	EA	\$30.00	\$30.00
15300-00159	Thrust Blocks	1	EA	\$58.00	\$58.00
15300-00160	Stabilizing Rods	1	EA	\$1.05	\$1.05
15300-00161	Well Drilling 4" per linear foot	1	LF	\$11.00	\$11.00
15300-00162	Well Drilling 6" per linear foot	1	LF	\$21.00	\$21.00
15300-00163	Submersible Pumps. 5 hp	1	EA	\$1,155.00	\$1,155.00
15300-00164	Submersible Pumps. 7.5 hp	1	EA	\$2,000.00	\$2,000.00
15300-00165	Submersible Pumps. 10 hp	1	EA	\$4,200.00	\$4,200.00
16000-	<b>Landscape</b>				
16100-00100	Wildflowers				
16100-00101	Lance-leaf Tickseed (Seed Application)	1	AC	\$1,050.00	\$1,050.00
16100-00102	Lance-leaf Tickseed (Seed Application)	1	SY	\$0.79	\$0.79
16100-00103	Thickleaf Phlox (Seed Application)	1	AC	\$1,050.00	\$1,050.00
16100-00104	Thickleaf Phlox (Seed Application)	1	SY	\$0.79	\$0.79
16200-00100	Trees				
16200-00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$236.00	\$236.00
16200-00102	Crape myrtles (minimum 20 Gal container)	1	EA	\$183.75	\$183.75
16200-00103	Dogwood (minimum 20 Gal container)	1	EA	\$210.00	\$210.00
16200-00104	Elms (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$236.00	\$236.00
16200-00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$236.00	\$236.00
16200-00106	Maple (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$236.00	\$236.00
16200-00107	River Birch (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$236.00	\$236.00
16200-00108	Sabal Palm (minimum 12' Overall)	1	EA	\$262.00	\$262.00
16200-00109	Sago Palm (minimum 10 Gal container)	1	EA	\$157.50	\$157.50
16300-00100	Shrubs				
16300-00101	Azaleas, minimum 3 gallon container	1	EA	\$16.80	\$16.80
16300-00102	Ligustrum, minimum 3 gallon container	1	EA	\$16.80	\$16.80
16300-00103	Lirope (Minimum 1 gallon)	1	EA	\$7.00	\$7.00
16300-00104	Lantana (Minimum 1 gallon)	1	EA	\$7.00	\$7.00
16300-00105	Indian Hawthorn (Minimum 1 gallon)	1	EA	\$7.00	\$7.00
16400-00100	Mulch				
16400-00101	Red Cedar Mulch	1	CY	\$57.00	\$57.00
16400-00102	Tan Mulch	1	CY	\$47.00	\$47.00
16400-00103	Pine Bark Mulch	1	CY	\$42.00	\$42.00
16400-00104	Pine straw	1	Bale	\$8.00	\$8.00
16500-00100	Miscellaneous				
16500-00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	1	EA	\$15.00	\$15.00
16500-00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	1	SY	\$207.00	\$207.00
16500-00103	Cord Grass	1	EA	\$2.70	\$2.70
16500-00104	Arrow Head	1	EA	\$2.70	\$2.70
16500-00105	Pickend Weed	1	EA	\$2.70	\$2.70
17000-	<b>Miscellaneous</b>				
17100-00100	Adjust Existing Gas Valve	1	EA	\$250.00	\$250.00
17100-00101	Jobsite Board for posting project information, permits, etc.	1	EA	\$500.00	\$500.00



106 Stone Blvd. Cantonment, FL 32533  
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### General Paving and Drainage Pricing Agreement

Section	Category	Sub-Category	Unit	Unit Price
		<b>03000- Clearing and Grubbing</b>		
<b>03100-</b>	<b>00100</b>	<b>Removal of Items</b>		
03100-	00101	Clearing and Grubbing per County Specs 2230	AC	\$3,900.00
03100-	00110	Remove Brick or Stucco Mailboxes and place at edge of property line	EA	\$500.00
03100-	00111	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/Rear Door and Post	EA	\$500.00
03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/Rear Door and Post	EA	\$250.00
		<b>04000- Earthwork</b>		
<b>04100-</b>	<b>00100</b>	<b>Cut and Fill</b>		
04100-	00101	Earthwork Excavation by Machine, County Specs 2300	CY	\$3.40
04100-	00103	Earthwork Fill, County Specs 2300	CY	\$6.75
04100-	00105	3" Topsoil	SY	\$0.75
04100-	00106	Earthwork Establishing Grade, County Specs 2300	SY	\$0.50
04100-	00107	Re-establish Grade on Ditch, County Specs 2300	SY	\$0.85
04100-	00108	Remove and Replace Unsuitable Materials	CY	\$8.75
04100-	00113	Disk Up Existing Turf and Redress to Grade (Does not include Seed and Mulch) Over 1500sy	SY	\$0.68
04100-	00115	Dewatering, Bladder/Coffer Dam, 6' Depth	LF	\$250.00
04100-	00116	Dewatering, Well Point	LF	\$14.00
04100-	00117	Dewatering, Trench	LF	\$14.00
<b>04200-</b>	<b>00100</b>	<b>Ponds</b>		
04200-	00101	Pond Access Ramp, 5" GAB w/Fabric, LDC 4.04.13.A	SY	\$14.50
04200-	00104	Filter Sand	CY	\$11.50
04200-	00105	Filter Gravel	CY	\$36.00
04200-	00106	Grade Pond Slopes	SY	\$1.15
		<b>05000- Asphalt</b>		
<b>05100-</b>	<b>00100</b>	<b>Delivery Only</b>		
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, Deliver only, up to 15 Miles	TN	\$56.90
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, Deliver only, up to 16 - 30 Miles	TN	\$58.75
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, Deliver only, up to 15 Miles	TN	\$56.85
<b>05200-</b>	<b>00100</b>	<b>Roadway</b>		
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	SY	\$5.50
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	SY	\$5.20





106 Stone Blvd. Cantonment, FL 32533

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05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy		\$5.85
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	SY	\$5.72
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	SY	\$7.65
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	SY	\$6.95
<b>05500-</b>	<b>00100</b>	<b>Preservation</b>		
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat)	SY	\$3.95
<b>05600-</b>	<b>00100</b>	<b>Milling</b>		
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	SY	\$2.35
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	SY	\$1.00
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	SY	\$2.60
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	SY	\$1.10
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	SY	\$3.30
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	SY	\$1.50
<b>05700-</b>	<b>00100</b>	<b>Patch and Removal</b>		
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	SY	\$29.50
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	SY	\$60.00
05700-	00110	Remove Existing Asphalt	SY	\$2.00
05700-	00111	Saw Cut Existing Asphalt	LF	\$1.72
		<b>6000- Roadway Preparation</b>		
<b>06100-</b>	<b>00100</b>	<b>Stabilization</b>		
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	SY	\$1.75
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	SY	\$2.40
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	SY	\$2.50
<b>06200-</b>	<b>00100</b>	<b>Base</b>		
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	\$9.75
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	\$12.25
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	\$12.25
06200-	00117	#57 Stone	CY	\$40.00
06200-	00119	4" Bahamian base, over 1000sy	SY	\$8.00
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	SY	\$5.25
<b>06300-</b>	<b>00100</b>	<b>Shoulder and Widening</b>		





106 Stone Blvd. Cantonment, FL 32533

850-968-0991 850-968-0996 fax

06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$13.25
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$18.80
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	\$25.75
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$25.75
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	\$30.00
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$30.00
	<b>07000-Traffic</b>			
<b>07100-</b>	<b>00100</b>	<b>Calming</b>		
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	EA	\$3,700.00
<b>07200-</b>	<b>00100</b>	<b>Temporary Marker</b>		
07200-	00138	Temporary Reflective Pavement Markers	EA	\$5.80
<b>07600-</b>	<b>00100</b>	<b>Work Zone Safety</b>		
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	\$600.00
07600-	00102	Variable Message Sign	EA/Day	\$20.00
07600-	00104	Black and Orange Warning Sign	EA/Day	\$0.30
07600-	00105	Regulatory Sign Black on White Metal Sign	EA/Day	\$0.30
07600-	00106	R1-1 Stop Metal Sign	EA/Day	\$0.30
<b>07700-</b>	<b>00100</b>	<b>Pedestrian Safety</b>		
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	LF	\$75.00
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	LF	\$75.00
	<b>08000- Concrete</b>			
<b>08100-</b>	<b>00100</b>	<b>Curb and Gutter</b>		
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	LF	\$11.00
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	LF	\$11.00
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	LF	\$11.00
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	LF	\$11.80
08100-	00117	Header Curb, Per County Detail, over 500lf	LF	\$11.00
<b>08200-</b>	<b>00100</b>	<b>Driveway</b>		
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	SY	\$28.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	SY	\$25.80
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	SY	\$31.00
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	SY	\$30.00
08200-	00105	4" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	SY	\$38.00
08200-	00106	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	SY	\$42.00





106 Stone Blvd. Cantonment, FL 32533  
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08200-	00107	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	SY	\$42.00
<b>08300-</b>	<b>00100</b>	<b>Sidewalk</b>		
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	\$11.00
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	\$10.80
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	\$14.00
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	\$14.00
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	\$17.00
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	\$17.00
08300-	00112	Detectable Handicap Warning Mat, FDOT index 304	SF	\$24.00
<b>08400-</b>	<b>00100</b>	<b>Drainage</b>		
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	SY	\$32.00
08400-	00103	Fiber Reinforced Concrete Flume	SY	\$39.00
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	EA	\$875.00
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	EA	\$30.00
08400-	00107	Baffles for Concrete Ditch (per County Detail)	EA	\$20.00
<b>08500-</b>	<b>00100</b>	<b>Removal</b>		
08500-	00103	Remove Existing Concrete, 4" thick	SY	\$4.00
08500-	00104	Remove Existing Concrete, 6" thick	SY	\$4.00
08500-	00105	Remove Existing Concrete	CY	\$13.00
		<b>09000- Drainage</b>		
<b>09100-</b>	<b>00100</b>	<b>Inlet Top &amp; Bottom, FDOT Index 200 Series</b>		
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth	EA	\$1,800.00
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth	EA	\$2,500.00
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth	EA	\$2,750.00
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth	EA	\$3,250.00
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	EA	\$1,500.00
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth	EA	\$2,100.00
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	EA	\$2,250.00
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	EA	\$2,390.00
09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth	EA	\$3,250.00
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth	EA	\$2,300.00
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth	EA	\$2,900.00
09100-	00113	Ditch Bottom Inlet, Type G, 0'-6' depth	EA	\$3,500.00
09100-	00114	Ditch Bottom Inlet, Type G, 6'-12' depth	EA	\$4,350.00
09100-	00115	Ditch Bottom Inlet, Type H, 0'-6' depth	EA	\$3,200.00
09100-	00116	Ditch Bottom Inlet, Type H, 6'-12' depth	EA	\$4,000.00





106 Stone Blvd. Cantonment, FL 32533

850-968-0991 850-968-0996 fax

09100-00119	Ditch Bottom Inlet, Type K, 0'-6' depth	EA	\$5,000.00
<b>09100-00200</b>	<b><i>Inlet Top , FDOT Index 200 Series</i></b>		
09100-00207	Curb Inlet, Type 9	EA	\$1,900.00
09100-00208	Curb Inlet, Type 10	EA	\$2,000.00
09100-00209	Gutter Inlet, Type S	EA	\$2,000.00
09100-00210	Gutter Inlet, Type V	EA	\$2,000.00
<b>09100-00300</b>	<b><i>County Inlets</i></b>		
09100-00301	Type A Curb Inlet, 0-6' depth	EA	\$2,500.00
09100-00302	Type A Curb Inlet, 6-12' depth	EA	\$2,900.00
09100-00303	Modified Type A Curb Inlet, 0-6' depth	EA	\$2,900.00
09100-00304	Modified Type A Curb Inlet, 6-12' depth	EA	\$3,300.00
09100-00305	Type A-1 Curb Inlet, 0-6' depth	EA	\$2,500.00
09100-00306	Type A-1 Curb Inlet, 6-12' depth	EA	\$2,500.00
09100-00314	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	EA	\$1,200.00
<b>09100-00400</b>	<b><i>Inlet Bottom</i></b>		
09100-00401	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth		\$1,800.00
09100-00402	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth		\$2,900.00
09100-00403	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$1,600.00
09100-00404	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$2,700.00
09100-00405	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$2,300.00
09100-00406	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$3,100.00
09100-00409	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,200.00
09100-00411	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,600.00
09100-00413	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,800.00
09100-00414	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$5,600.00
09100-00415	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$4,200.00
09100-00416	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$4,200.00
09100-00417	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,500.00
09100-00418	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$5,700.00
09100-00419	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,800.00
09100-00420	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$6,100.00
09100-00421	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$4,500.00
09100-00422	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$5,900.00
09100-00425	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$4,900.00
09100-00426	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$7,200.00
09100-00427	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$5,100.00
09100-00428	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$8,100.00



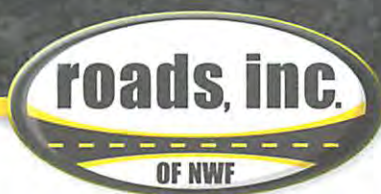


106 Stone Blvd. Cantonment, FL 32533

850 968 0991 850 968 0996 fax

09100-	00429	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$5,600.00
09100-	00431	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$5,800.00
09100-	00433	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$6,100.00
09100-	00435	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$1,450.00
09100-	00436	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$1,950.00
09100-	00438	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$2,500.00
09100-	00439	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$2,100.00
09100-	00440	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$3,000.00
09100-	00441	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$2,600.00
09100-	00442	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$3,900.00
09100-	00443	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$4,100.00
09100-	00444	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$5,900.00
<b>09100-</b>	<b>00500</b>	<b>Manholes</b>		
09100-	00501	Storm Manhole, 0-6ft depth	EA	\$1,800.00
09100-	00502	Storm Manhole, 6-12ft depth	EA	\$2,000.00
09100-	00503	Junction Box, 0-6ft depth	EA	\$1,700.00
09100-	00504	Junction Box, 6-12ft depth	EA	\$2,000.00
09100-	00506	Dog House Manhole, 6-12ft depth	EA	\$3,000.00
<b>09100-</b>	<b>00600</b>	<b>Inlet Adjustments and Modifications</b>		
09100-	00601	Remove Inlet Top	EA	\$300.00
09100-	00602	Remove Inlet Throat	EA	\$300.00
09100-	00604	Reconstruct Inlet Wall	CY	\$750.00
09100-	00607	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	EA	\$535.00
09100-	00609	Connect to Existing Inlet	EA	\$650.00
09100-	00611	Tie to Existing Inlets, Pipe, Manhole	EA	\$650.00
		<b>09200- Stormwater Pipe</b>		
<b>09200-</b>	<b>00200</b>	<b>(HDPE) High Density Polyethylene Pipe, Double Wall</b>		
09200-	00218	18" HDPE DW Pipe, 6'-12' depth, less than 60lf	LF	\$30.00
09200-	00220	18" HDPE DW Pipe, 6'-12' depth, over 60lf	LF	\$30.00
09200-	00223	24" HDPE DW Pipe, 0'-6' depth, over 60lf	LF	\$33.00
09200-	00228	30" HDPE DW Pipe, 6'-12' depth, over 60lf	LF	\$47.00
09200-	00230	36" HDPE DW Pipe, 6'-12' depth, less than 60lf	LF	\$59.00
09200-	00231	36" HDPE DW Pipe, 0'-6' depth, over 60lf	LF	\$51.00
09200-	00232	36" HDPE DW Pipe, 6'-12' depth, over 60lf	LF	\$58.00
09200-	00236	42" HDPE DW Pipe, 6'-12' depth, over 60lf	LF	\$77.00
09200-	00237	48" HDPE DW Pipe, 0'-6' depth, less than 60lf	LF	\$89.00





106 Stone Blvd. Cantonment, FL 32533

850 968 0991 850 968 0996 fax

09200-00238	48" HDPE DW Pipe, 6'-12' depth, less than 60lf	LF	\$104.00
09200-00239	48" HDPE DW Pipe, 0'-6' depth, over 60lf	LF	\$87.00
09200-00240	48" HDPE DW Pipe, 6'-12' depth, over 60lf	LF	\$100.00
<b>09200-00300</b>	<b>(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe</b>		
09200-00304	12" HP DW HDPE Pipe, 6'-12' depth, over 60lf	LF	\$22.50
09200-00312	18" HP DW HDPE Pipe, 6'-12' depth, over 60lf	LF	\$29.00
09200-00313	24" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	LF	\$38.00
09200-00314	24" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	LF	\$37.50
09200-00316	24" HP DW HDPE Pipe, 6'-12' depth, over 60lf	LF	\$37.00
09200-00319	30" HP DW HDPE Pipe, 0'-6' depth, over 60lf	LF	\$48.00
<b>09200-00500</b>	<b>(CPVC) Corrugated Polyvinyl Chloride</b>		
09200-00503	12" CPVC Pipe, 0'-6' depth, over 60lf	LF	\$20.00
09200-00507	15" CPVC Pipe, 0'-6' depth, over 60lf	LF	\$23.00
09200-00511	18" CPVC Pipe, 0'-6' depth, over 60lf	LF	\$27.50
09200-00519	30" CPVC Pipe, 0'-6' depth, over 60lf	LF	\$51.00
09200-00523	36" CPVC Pipe, 0'-6' depth, over 60lf	LF	\$67.00
<b>09200-00600</b>	<b>(PVC) Polyvinyl Chloride Pipe</b>		
09200-00603	12" PVC Pipe, 0'-6' depth, over 60lf	LF	\$24.00
09200-00607	15" PVC Pipe, 0'-6' depth, over 60lf	LF	\$27.50
09200-00611	18" PVC Pipe, 0'-6' depth, over 60lf	LF	\$40.00
09200-00615	24" PVC Pipe, 0'-6' depth, over 60lf	LF	\$61.00
09200-00619	30" PVC Pipe, 0'-6' depth, over 60lf	LF	\$97.00
<b>09200-00700</b>	<b>(RCP) Reinforced Concrete Pipe</b>		
09200-00702	15" RCP Pipe, 0'-6' depth, over 60lf	LF	\$26.90
09200-00704	15" RCP Pipe, 6'-12' depth, over 60lf	LF	\$28.00
09200-00706	18" RCP Pipe, 0'-6' depth, over 60lf	LF	\$30.40
09200-00709	24" RCP Pipe, 0'-6' depth, less than 60lf	LF	\$43.00
09200-00712	24" RCP Pipe, 6'-12' depth, over 60lf	LF	\$42.60
09200-00713	30" RCP Pipe, 0'-6' depth, less than 60lf	LF	\$54.00
09200-00714	30" RCP Pipe, 0'-6' depth, over 60lf	LF	\$52.00
09200-00715	30" RCP Pipe, 6'-12' depth, less than 60lf	LF	\$59.00
09200-00716	30" RCP Pipe, 6'-12' depth, over 60lf	LF	\$58.00
09200-00717	36" RCP Pipe, 0'-6' depth, less than 60lf	LF	\$71.00
09200-00718	36" RCP Pipe, 0'-6' depth, over 60lf	LF	\$69.00
09200-00722	42" RCP Pipe, 0'-6' depth, over 60lf	LF	\$83.50
<b>09200-00800</b>	<b>(ERCP) Elliptical Reinforced Concrete Pipe</b>		
09200-00801	12" X 18" ERCP Pipe, 0'-6' depth, less than 60lf	LF	\$41.00





106 Stone Blvd. Cantonment, FL 32533

850 968 0991 850 968 0996 fax

09200-00802	12" X 18" ERCP Pipe, 0'-6' depth, over 60lf	LF	\$40.00
09200-00803	12" X 18" ERCP Pipe, 6'-12' depth, less than 60lf	LF	\$44.00
09200-00804	12" X 18" ERCP Pipe, 6'-12' depth, over 60lf	LF	\$43.00
09200-00805	14" X 23" ERCP Pipe, 0'-6' depth, less than 60lf	LF	\$45.00
09200-00806	14" X 23" ERCP Pipe, 0'-6' depth, over 60lf	LF	\$44.00
09200-00809	19" X 30" ERCP Pipe, 0'-6' depth, less than 60lf	LF	\$62.00
09200-00810	19" X 30" ERCP Pipe, 0'-6' depth, over 60lf	LF	\$61.00
09200-00811	19" X 30" ERCP Pipe, 6'-12' depth, less than 60lf	LF	\$68.00
09200-00812	19" X 30" ERCP Pipe, 6'-12' depth, over 60lf	LF	\$67.00
09200-00813	24" X 38" ERCP Pipe, 0'-6' depth, less than 60lf	LF	\$87.00
09200-00814	24" X 38" ERCP Pipe, 0'-6' depth, over 60lf	LF	\$87.00
09200-00817	29" X 45" ERCP Pipe, 0'-6' depth, less than 60lf	LF	\$117.00
09200-00818	29" X 45" ERCP Pipe, 0'-6' depth, over 60lf	LF	\$117.00
09200-00821	34" X 53" ERCP Pipe, 0'-6' depth, less than 60lf	LF	\$185.00
09200-00822	34" X 53" ERCP Pipe, 0'-6' depth, over 60lf	LF	\$184.00
09200-00823	34" X 53" ERCP Pipe, 6'-12' depth, less than 60lf	LF	\$205.00
09200-00824	34" X 53" ERCP Pipe, 6'-12' depth, over 60lf	LF	\$193.00
<b>09200-00900</b>	<b>(CMP) Corrugated Metal Pipe</b>		
09200-00905	24" CMP Pipe, 0'-6' depth, less than 60lf	LF	\$38.25
09200-00906	24" CMP Pipe, 0'-6' depth, over 60lf	LF	\$38.00
09200-00908	24" CMP Pipe, 6'-12' depth, over 60lf	LF	\$38.00
09200-00909	30" CMP Pipe, 0'-6' depth, less than 60lf	LF	\$45.50
09200-00910	30" CMP Pipe, 0'-6' depth, over 60lf	LF	\$45.00
09200-00911	30" CMP Pipe, 6'-12' depth, less than 60lf	LF	\$55.00
09200-00912	30" CMP Pipe, 6'-12' depth, over 60lf	LF	\$55.00
09200-00913	36" CMP Pipe, 0'-6' depth, less than 60lf	LF	\$56.25
09200-00914	36" CMP Pipe, 0'-6' depth, over 60lf	LF	\$56.00
<b>09200-01000</b>	<b>(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe</b>		
09200-01004	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	LF	\$16.00
<b>09200-01100</b>	<b>(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe</b>		
09200-01101	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	LF	\$14.00
09200-01102	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	LF	\$14.00
09200-01103	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	LF	\$16.00
09200-01104	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	LF	\$16.00
09200-01107	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	LF	\$22.00
09200-01108	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	LF	\$21.00
	<b>09300- Mitered End Sections</b>		





106 Stone Blvd. Cantonment, FL 32533

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<b>09300-00100</b>	<b>(RCP) Round Concrete Pipe Crossdrain MES</b>		
09300-00101	15" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$685.00
09300-00102	18" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$700.00
09300-00103	24" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$750.00
09300-00105	36" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$1,700.00
09300-00106	42" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$2,700.00
09300-00107	48" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$2,900.00
<b>09300-00200</b>	<b>(CMP) Corrugated Metal Pipe Crossdrain MES</b>		
09300-00205	36" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$1,900.00
09300-00206	42" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$2,500.00
09300-00207	48" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$2,700.00
<b>09300-00300</b>	<b>(ERCP) Elliptical Concrete Pipe Crossdrain MES</b>		
09300-00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$2,500.00
09300-00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$3,500.00
<b>09300-00400</b>	<b>(RCP) Round Concrete Pipe Sidedrain MES</b>		
09300-00401	15" RCP Side Drain MES, FDOT Index 273, 280	EA	\$600.00
09300-00403	24" RCP Side Drain MES, FDOT Index 273, 280	EA	\$800.00
09300-00404	30" RCP Side Drain MES, FDOT Index 273, 280	EA	\$1,200.00
09300-00406	42" RCP Side Drain MES, FDOT Index 273, 280	EA	\$2,700.00
09300-00407	48" RCP Side Drain MES, FDOT Index 273, 280	EA	\$3,000.00
<b>09300-00500</b>	<b>(CMP) Round Corrugated Metal Pipe Side Drain MES</b>		
09300-00503	24" CMP Side Drain MES, FDOT Index 273, 280	EA	\$800.00
09300-00504	30" CMP Side Drain MES, FDOT Index 273, 280	EA	\$1,400.00
09300-00505	36" CMP Side Drain MES, FDOT Index 273, 280	EA	\$1,500.00
09300-00506	42" CMP Side Drain MES, FDOT Index 273, 280	EA	\$2,100.00
09300-00507	48" CMP Side Drain MES, FDOT Index 273, 280	EA	\$2,500.00
<b>09300-00600</b>	<b>(ERCP) Elliptical Concrete Pipe Sidedrain MES</b>		
09300-00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$700.00
09300-00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$800.00
09300-00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$900.00
09300-00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$1,100.00
09300-00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$2,800.00
09300-00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$3,700.00
<b>09400-00100</b>	<b>Headwall and Energy Dissapator</b>		
09400-00101	Class I Concrete for Endwalls (steel included)	CY	\$850.00
<b>09500-00100</b>	<b>Misc. and Removal</b>		
09500-00101	Construct Concrete Collar on Pipe	CY	\$275.00





106 Stone Blvd. Cantonment, FL 32533  
850 968 0991 850 968 0996 fax

09500-	00103	Pipe Removal, 6"-30", over 60lf	LF	\$9.50
09500-	00104	Pipe Removal, 36" and larger, less than 60lf	LF	\$12.00
09500-	00105	Pipe Removal, 36" and larger, over 60lf	LF	\$12.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	EA	\$400.00
<b>10000- Sewer</b>				
<b>10100-</b>	<b>00100</b>	<b>Gravity</b>		
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	LF	\$14.00
10100-	00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf	LF	\$14.00
10100-	00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	LF	\$21.00
10100-	00104	8" Sewer Line Gravity Fed, 6-12' depth, over 60lf	LF	\$21.00
<b>10200-</b>	<b>00100</b>	<b>Force Main</b>		
10200-	00101	6" Sewer Line Force Main, 0-6' depth, less than 60lf	LF	\$11.85
10200-	00102	6" Sewer Line Force Main, 0-6' depth, over 60lf	LF	\$11.25
10200-	00105	8" Sewer Line Force Main, 0-6' depth, less than 60lf	LF	\$14.00
10200-	00106	8" Sewer Line Force Main, 0-6' depth, over 60lf	LF	\$14.00
<b>10300-</b>	<b>00100</b>	<b>Manholes</b>		
10300-	00101	Sewer Manhole, 0-6ft depth	EA	\$2,781.00
10300-	00102	Sewer Manhole, 6-12ft depth	EA	\$3,000.00
<b>10500-</b>	<b>00100</b>	<b>Fittings</b>		
10500-	00101	8" Tapping Sleeve w/ Valve	EA	\$2,750.00
10500-	00102	8" x 8" x 8" Tee Fitting	EA	\$400.00
10500-	00103	6" x 8" x 8" Tee Fitting	EA	\$400.00
10500-	00104	8" 90 Elbow	EA	\$400.00
<b>10600-</b>	<b>00100</b>	<b>Miscellaneous</b>		
10600-	00103	8" Iron Clean Out	LF	\$43.00
10600-	00104	8" Gate Valve w/ Box	LF	\$43.00
<b>11000- Water</b>				
<b>11100-</b>	<b>00100</b>	<b>Pipe</b>		
11100-	00102	4" PVC Waterline, 0'-6' depth, over 60lf	LF	\$8.90
11100-	00105	4" PVC Waterline, 6'-12' depth, over 60lf	LF	\$11.00
11100-	00106	6" PVC Waterline, 0'-6' depth, less than 60lf	LF	\$10.50
11100-	00110	8" PVC Waterline, 0'-6' depth, over 60lf	LF	\$12.00
11100-	00113	8" Iron Ductile Water Line, 0'-6' depth, less than 60lf	LF	\$31.00
11100-	00114	8" Iron Ductile Water Line, 0'-6' depth, over 60lf	LF	\$30.00
11100-	00115	8" Iron Ductile Water Line, 6'-12' depth, less than 60lf	LF	\$41.00
11100-	00116	8" Iron Ductile Water Line, 6'-12' depth, over 60lf	LF	\$40.00
<b>11300-</b>	<b>00100</b>	<b>Fittings</b>		





106 Stone Blvd. Cantonment, FL 32533  
850 968 0991 850 968 0996 fax

11300-	00103	6" x 6" Tapping Sleeve w/ Valve	EA	\$2,400.00
11300-	00112	8" Tapping Sleeve w/ Valve	EA	\$2,600.00
<b>11400-</b>	<b>00100</b>	<b>Miscellaneous</b>		
11400-	00101	concrete collar	EA	\$350.00
11400-	00105	Relocate Fire Hydrant	EA	\$1,900.00
11400-	00106	Re-connect Fire Hydrant	EA	\$1,300.00
		<b>13000- Stormwater Pollution Prevention</b>		
13100-	00100	<b>Stabilization</b>		
13100-	00101	Centipede Sod, Staked, less than 1000sy	SY	\$1.90
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	LB	\$4.50
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	LB	\$4.50
<b>13200-</b>	<b>00100</b>	<b>Energy Dissipation</b>		
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	SY	\$65.00
13200-	00103	Rip Rap Rubble, Type I	TN	\$52.00
13200-	00104	Rip Rap Rubble, Type II	TN	\$65.00
13200-	00105	Grout Fill for Rip Rap	CY	\$200.00
<b>13300-</b>	<b>00100</b>	<b>Erosion Control</b>		
13300-	00101	Silt Fence Type III, less than 500lf	LF	\$1.70
13300-	00102	Silt Fence Type III, over 500lf	LF	\$1.55
13300-	00109	Baled Hay or Straw	EA	\$7.75
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	EA	\$750.00
13300-	00111	Construct Stabilized Gravel Construction Entrance	SY	\$12.00
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	\$1,050.00
<b>13400-</b>	<b>00100</b>	<b>Removal</b>		
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	CY	\$25.00

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
GENERAL PAVING& DRAINAGE PRICING AGREEMENT  
SPECIFICATION PD 10-11.065**

**HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS MAY BE REQUIRED UPON NOTICE OF PURCHASE ORDER AWARD:**

PAYMENT AND PERFORMANCE BONDS

**HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.  
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**GENERAL PAVING & DRAINAGE PRICING AGREEMENT**

**SPECIFICATION NUMBER PD 10-11.065**

**MANDATORY PRE-SOLICITATION CONFERENCE: 10:00 a.m., CDT, Thursday, August 4, 2011**

**BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Wednesday, August 17, 2011**

**Office of Purchasing  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32597-1591**

**Board of County Commissioners**

**Kevin W. White, Chairman  
Wilson B. Robertson, Vice-Chairman  
Gene M. Valentino  
Marie Young  
Grover Robinson, IV**

**Procurement Assistance:  
Bob Dennis, MABA, CPPB  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4985  
Fax: (850) 595-4806  
email: [bob\\_dennis@co.escambia.fl.us](mailto:bob_dennis@co.escambia.fl.us)**

**Technical Assistance:  
Elizabeth Bush  
Project Coordinator  
Engineering Division  
3363 West Park Place  
Pensacola, FL 32505  
Tel: (850) 595-3450  
Fax: (850) 595-3444  
email: [mebush@myescambia.com](mailto:mebush@myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**GENERAL PAVING & DRAINAGE PRICING AGREEMENT**

**PD 10-11.065**

**TABLE OF CONTENTS**

**Forms marked with an (\* Asterisk) must be returned with Offer.**

	<b><u>Page</u></b>
Solicitation, Offer and Award Form *	3
Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	36
Drug Free Workplace Form *	38
Information Sheet for Transactions and Conveyances Corporation Identification *	39
List of General Terms and Conditions (Incorporated by Reference)	41
Special Terms and Conditions	43



**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****Solicitation Title: General Paving &  
Drainage Pricing Agreement****Solicitation Number: PD 10-11.065**

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**SOLICITATION****MAILING DATE: Monday, July 18, 2011****MANDATORY PRE-SOLICITATION CONFERENCE: Thursday, August 4, 2011, at 10:00 a.m., CST, Matt Langley Bell Building,  
Conference Room 11.407, 213 South Palafox, Pensacola, FL 32502****OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Wednesday, August 17, 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.

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**OFFER (SHALL BE COMPLETED BY OFFEROR)***\*Failure to execute this Form binding the bidder's offer shall result in this bid being rejected as non-responsive.***FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:****TERMS OF PAYMENT:****DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.****VENDOR NAME: \_\_\_\_\_****REASON FOR NO OFFER: \_\_\_\_\_****ADDRESS: \_\_\_\_\_****CITY, ST. & ZIP: \_\_\_\_\_****PHONE NO.: (\_\_\_\_) \_\_\_\_\_****BID BOND ATTACHED \$ \_\_\_\_\_****TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_****FAX NO.: (\_\_\_\_) \_\_\_\_\_**

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 right 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.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER****(TYPED OR PRINTED)****SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

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**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**

**BID FORM**  
**Specification Number PD 10-11.065**  
**General Paving & Drainage Pricing Agreement**

Board of County Commissioners

Date: \_\_\_\_\_

Escambia County, Florida  
Pensacola, Florida 32502

Gentlemen:

In accordance with your Invitation for Bids and Instructions to Bidders for **General Paving, Drainage and & 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 prices: \_\_\_\_\_

(Company Name)

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
<b>01000-</b>	<b>Insurance</b>					
<b>01100-</b>	<b>00100</b>	<b>Performance Bond</b>				
01100-	00101	Performance Bond		Per \$1000		
<b>02000-</b>	<b>Equipment</b>					
<b>02100-</b>	<b>00100</b>	<b>Mobilization</b>				
02100-	00101	Mobilization, 0 - 15 Miles		EA		
02100-	00102	Mobilization, 16 - 30 Miles		EA		
02100-	00103	Mobilization, 31 - 45 Miles		EA		
02100-	00104	Mobilization, 46 + Miles		EA		
02100-	00105	Demobilize		EA		
02100-	00106	Remobilize		EA		
<b>03000-</b>	<b>Clearing and Grubbing</b>					
<b>03100-</b>	<b>00100</b>	<b>Removal of Items</b>				
03100-	00101	Clearing and Grubbing, per County Specifications 2230		ACRE		
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230		SY		
03100-	00103	Remove Shrubs		EA		
03100-	00104	Remove Tree, less than 12"		EA		
03100-	00105	Remove Tree, 13"-24"		EA		
03100-	00106	Remove Tree, 25"-36"		EA		
03100-	00107	Remove Tree, 37"-48"		EA		
03100-	00108	Remove Tree, over 48"		EA		
03100-	00109	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter		LF		
03100-	00110	Remove Brick or Stucco Mailboxes and place at edge of property line		EA		
03100-	00111	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.		EA		

03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.		EA		
03100-	00113	Relocate existing standard mailbox		EA		
<b>04000-</b>	<b>Earthwork</b>					
<b>04100-</b>	<b>00100</b>	<b>Cut and Fill</b>				
04100-	00101	Earthwork Excavation by machine, County Specs 2300		CY		
04100-	00102	Earthwork Excavation by hand, County Specs 2300		CY		
04100-	00103	Earthwork Fill, County Specs 2300		CY		
04100-	00104	Provide Fill Along Road Shoulder (Truck Measures)		CY		
04100-	00105	3" Top Soil		SY		
04100-	00106	Earthwork Establishing Grade, County Specs 2300		SY		
04100-	00107	Re-establish Grade on Ditch, County Specs 2300		SY		
04100-	00108	Remove and Replace Unsuitable Materials		CY		
04100-	00109	Final grading and seal rolling prior to paving		SY		
04100-	00110	Stabilization Mat Type R-1		SY		
04100-	00111	Stabilization Mat Type R-2		SY		
04100-	00112	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy		SY		
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy		SY		
04100-	00114	Dewatering, Bladder/Coffer Dam, 6' Depth		LF		
04100-	00115	Dewatering, Sheet Piles, 8' Depth		LF		
04100-	00116	Dewatering, Well Point		LF		
04100-	00117	Dewatering, Trench		LF		
04100-	00118	Dewatering Pump		Day		
<b>04200-</b>	<b>00100</b>	<b>Ponds</b>				
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A		SY		
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall		EA		
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall		EA		
04200-	00104	Filter Sand		CY		
04200-	00105	Filter Gravel		CY		
04200-	00106	Grade Pond Slopes		SY		
<b>05000-</b>	<b>Asphalt</b>					
<b>05100-</b>	<b>00100</b>	<b>Delivery Only</b>				
05100-	00101	County Spec 2500 Type SP 12.5 Asphalt, delivery only		TON		
05100-	00102	County Spec 2500 Type SP 19.0 asphalt, delivery only		TON		
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, delivery only		TON		
05100-	00104	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only		TON		

05200-	00100	<b>Roadway</b>				
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy		SY		
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy		SY		
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy		SY		
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy		SY		
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy		SY		
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy		SY		
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy		SY		
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy		SY		
05200-	00109	2" Avg. Type SP 9.5 Asphalt Leveling (75lbs. per SY, per inch), less than 1500sy		SY		
05200-	00110	2" Avg. Type SP 9.5 Asphalt Leveling (75lbs. per SY, per inch), over 1500sy		SY		
05200-	00111	2" Avg. Type SP 12.5 Asphalt Leveling (110lbs. per SY per inch), less than 1500sy		SY		
05200-	00112	2" Avg. Type SP 12.5 Asphalt Leveling (110lbs. per SY, per inch), over 1500sy		SY		
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy		SY		
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy		SY		
05300-	00100	<b>Driveway</b>				
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade		SY		
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade		SY		
05300-	00103	Driveway Cut and Patch (asphalt)		SY		
05400-	00100	<b>Curbs, Flumes, Swales</b>				
05400-	00101	Construct 2" Thick Asphalt Flume		SY		
05400-	00102	Install Asphalt Curbs		LF		
05400-	00103	Install 2" Thick Asphalt Swale		SY		
05500-	00100	<b>Preservation</b>				
05500-	00101	Chip Seal Single Surface Treatment in place		SY		
05500-	00102	Chip Seal Double Surface Treatment in place		SY		
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)		SY		
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)		SY		
05500-	00105	Install Specified Geotextile Mat, less than 500lf		SY		
05500-	00106	Install Specified Geotextile Mat, over 500lf		SY		
05500-	00107	Install Specified Geotextile Grid, less than 500lf		SY		
05500-	00108	Install Specified Geotextile Grid, over 500lf		SY		

05600-	00100	<b>Milling</b>				
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy		SY		
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy		SY		
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy		SY		
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy		SY		
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy		SY		
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy		SY		
05700-	00100	<b>Patch and Removal</b>				
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)		SY		
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5		SY		
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)		SY		
05700-	00104	Remove Existing Asphalt Curbs		LF		
05700-	00105	Remove Asphalt Swale		CF		
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth		SY		
05700-	00107	Remove Existing Asphalt, 1" Average Depth		SY		
05700-	00108	Remove Existing Asphalt, 2" Average Depth		SY		
05700-	00109	Remove Existing Asphalt, 3" Average Depth		SY		
05700-	00110	Remove Existing Asphalt		CF		
05700-	00111	Saw cut Existing Asphalt		LF		
06000-	<b>Roadway Preparation</b>					
06100-	00100	<b>Stabilization</b>				
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy		SY		
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy		SY		
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy		SY		
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy		SY		
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy		SY		
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy		SY		
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy		SY		
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy		SY		
06100-	00109	Prime Coat, less than 1000sy		SY		
06100-	00110	Prime Coat, over 1000sy		SY		
06200-	00100	<b>Base</b>				

06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy		SY		
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy		SY		
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy		SY		
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy		SY		
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy		SY		
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy		SY		
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy		SY		
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy		SY		
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy		SY		
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy		SY		
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy		SY		
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy		SY		
06200-	00113	4" #57 Stone, less than 1000sy		SY		
06200-	00114	4" #57 Stone, over 1000sy		SY		
06200-	00115	6" #57 Stone, less than 1000sy		SY		
06200-	00116	6" #57 Stone, over 1000sy		SY		
06200-	00117	#57 Stone		CY		
06200-	00118	4" Bahamian base, less than 1000sy		SY		
06200-	00119	4" Bahamian base, over 1000sy		SY		
06200-	00120	6" Bahamian base, less than 1000sy		SY		
06200-	00121	6" Bahamian base, over 1000sy		SY		
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy		SY		
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy		SY		
06300-	00100	<b>Shoulder and Widening</b>				
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy		SY		
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy		SY		
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy		SY		
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy		SY		
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy		SY		
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy		SY		

06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy		SY		
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy		SY		
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy		SY		
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy		SY		
<b>07000-</b>	<b>Traffic</b>					
<b>07100-</b>	<b>00100</b>	<b>Calming</b>				
		Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD		EA		
07100-	00101	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD		EA		
07100-	00102	Install County Approved TrafficLogix Rubber Mat Speed Hump/Table		SF		
07100-	00103	Street Print (Offset Brick, Terracotta or Brick color)		SY		
07100-	00104	6" Pipe Bollards, Per County Detail		EA		
07100-	00105	8" Pipe Bollards, Per County Detail		EA		
07100-	00106	Remove Existing Speed Hump		EA		
07100-	00107	Remove Existing Speed Table		EA		
07100-	00108	Removable Pipe Bollards		EA		
<b>07200-</b>	<b>00100</b>	<b>Temporary Marking</b>				
07200-	00101	Temporary 4" Solid Stripe, White or Yellow		LF		
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow		LF		
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow		LF		
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow		LF		
07200-	00105	Temporary 6" Solid Stripe, White or Yellow		LF		
07200-	00106	Temporary 6" 10-30 Skip Line Stripe, White or Yellow		LF		
07200-	00107	Temporary 6" 6-10 Skip Line Stripe, White or Yellow		LF		
07200-	00108	Temporary 6" 2-4 Skip Line Stripe, White or Yellow		LF		
07200-	00109	Temporary 8" Stripe, White or yellow		LF		
07200-	00110	Temporary 12" Stripe, White or yellow		LF		
07200-	00111	Temporary 18" Stripe, White or yellow		LF		
07200-	00112	Temporary 24" Stripe, White or yellow		LF		
07200-	00113	Temporary White Pedestrian Crosswalk		LF		
07200-	00114	Temporary White High Intensity Pedestrian Crosswalk		LF		
07200-	00115	Temporary Stop Bar		LF		
07200-	00116	Temporary "R X R" Pavement Message		EA		
07200-	00117	Temporary "SCHOOL" Pavement Message		EA		
07200-	00118	Temporary "STOP" Pavement Message		EA		
07200-	00119	Temporary "YIELD" Pavement Message		EA		
07200-	00120	Temporary "TURN" Pavement Message		EA		
07200-	00121	Temporary "LANE" Pavement Message FDOT Index 17346		EA		
07200-	00122	Temporary "LEFT" Pavement Message FDOT Index 17346		EA		



07200-	00123	Temporary "RIGHT" Pavement Message FDOT Index 17346		EA		
07200-	00124	Temporary "MERGE" Pavement Message FDOT Index 17346		EA		
07200-	00125	Temporary "ONLY" Pavement Message FDOT Index 17346		EA		
07200-	00126	Temporary "PED XING" Pavement Message		EA		
07200-	00127	Temporary "BUMP" Pavement Marker		EA		
07200-	00128	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf		EA		
07200-	00129	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf		EA		
07200-	00130	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf		EA		
07200-	00131	Temporary 4-12" Strips Equally Spaced		EA		
07200-	00132	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A		EA		
07200-	00133	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B		EA		
07200-	00134	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")		LF		
07200-	00135	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")		LF		
07200-	00136	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346		EA		
07200-	00137	Temporary Handicap Parking Space with Symbol		EA		
07200-	00138	Temporary Reflective Pavement Markers		EA		
07300-	00100	Thermoplastic Marking				
07300-	00101	Thermoplastic 4" Solid Stripe, White or Yellow		LF		
07300-	00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow		LF		
07300-	00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow		LF		
07300-	00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow		LF		
07300-	00105	Thermoplastic 6" Solid Stripe, White or Yellow		LF		
07300-	00106	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow		LF		
07300-	00107	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow		LF		
07300-	00108	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow		LF		
07300-	00109	Thermoplastic 8" White Solid Stripe,		LF		
07300-	00110	Thermoplastic 12" White Solid Stripe,		LF		
07300-	00111	Thermoplastic 18" White or Yellow Solid Stripe,		LF		
07300-	00112	Thermoplastic 24" White or Yellow Solid Stripe,		LF		
07300-	00113	Thermoplastic White Pedestrian Crosswalk		LF		
07300-	00114	Thermoplastic White High Intensity Pedestrian Crosswalk		LF		
07300-	00115	Thermoplastic Stop Bar		LF		
07300-	00116	Thermoplastic "R X R" Pavement Message		EA		
07300-	00117	Thermoplastic "SCHOOL" Pavement Message		EA		
07300-	00118	Thermoplastic "STOP" Pavement Message		EA		

07300-	00119	Thermoplastic "YIELD" Pavement Message		EA		
07300-	00120	Thermoplastic "TURN" Pavement Message		EA		
07300-	00121	Thermoplastic Preferential Lane Marking "Diamond"		EA		
07300-	00122	Thermoplastic "LANE" Pavement Message		EA		
07300-	00123	Thermoplastic "LEFT" Pavement Message		EA		
07300-	00124	Thermoplastic "RIGHT" Pavement Message		EA		
07300-	00125	Thermoplastic "MERGE" Pavement Message		EA		
07300-	00126	Thermoplastic "ONLY" Pavement Message		EA		
07300-	00127	Thermoplastic "PED XING" Pavement Message		EA		
07300-	00128	Thermoplastic "BUMP" Pavement Message		EA		
07300-	00129	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf		EA		
07300-	00130	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf		EA		
07300-	00131	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf		EA		
07300-	00132	Thermoplastic 4-12" Strips Equally Spaced		EA		
07300-	00133	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A		EA		
07300-	00134	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B		EA		
07300-	00135	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")		LF		
07300-	00136	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")		LF		
07300-	00137	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346		EA		
07300-	00138	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A		EA		
07300-	00139	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31		EA		
07300-	00140	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31		EA		
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A		EA		
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A		EA		
07300-	00143	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31		EA		
07300-	00144	Thermoplastic Handicap Parking Space with Symbol		EA		
07300-	00145	Reflective Pavement Markers		EA		
07300-	00146	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)		EA		
07300-	00147	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)		EA		
07400-	00100	Signing				
07400-	00101	Relocate Traffic Signs		EA		
07400-	00102	Stop Sign, R1-1		EA		
07400-	00103	One Way Sign, R6-1L		EA		

07400-	00104	One Way Sign, R6-1R		EA		
07400-	00105	Do Not Enter Sign, R5-1		EA		
07400-	00106	Handicap Parking Sign, R7-8		EA		
07400-	00107	Yield Sign, R1-2		EA		
07400-	00108	Bike Lane Ahead Sign, R3-16		EA		
07400-	00109	Bike Lane Ends Sign, R3-16a		EA		
07400-	00110	Keep Right Sign, R4-7		EA		
07400-	00111	Black on Orange Warning Sign		EA		
07400-	00112	Regulatory Sign Black on White Metal Sign		EA		
<b>07500-</b>	<b>00100</b>	<b>Signal</b>				
07500-	00101	Timing Implementation		LS		
07500-	00102	Conduit, Underground		LF		
07500-	00103	Conduit, Under Pavement		LF		
07500-	00104	Conduit, Underground, Jacked		LF		
07500-	00105	Cable, Signal		PI		
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)		LF		
07500-	00107	Pull Box or Junction Box, Fiber Optic		EA		
07500-	00108	Junction Box		EA		
07500-	00109	Loop Assembly, Type A		AS		
07500-	00110	Loop Assembly, Type B		AS		
07500-	00111	Loop Assembly, Type C		AS		
07500-	00112	Loop Assembly, Type D		AS		
07500-	00113	Loop Assembly, Type E		AS		
07500-	00114	Loop Assembly, Type F		AS		
07500-	00115	Loop Assembly, Type G		AS		
<b>07600-</b>	<b>00100</b>	<b>Work Zone Safety</b>				
		Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor		EA		
07600-	00101	Variable Message Sign		EA/Day		
07600-	00102	Flag Man		EA/Day		
07600-	00103	Black on Orange Warning Sign		EA/Day		
07600-	00104	Regulatory Sign Black on White Metal Sign		EA/Day		
07600-	00105	R1-1 Stop Metal Sign		EA/Day		
07600-	00106	28" or Larger Reflective Striped Cone		EA/Day		
07600-	00107	28" or Larger Reflective Striped Tubular Marker		EA/Day		
07600-	00108	24" X 8" Vertical Panel		EA/Day		
07600-	00109	36" Reflective Barrel / Drum		EA/Day		
07600-	00110	Type I Barricade		EA/Day		
07600-	00111	Type II Barricade		EA/Day		
07600-	00112	Type III Barricade		EA/Day		
07600-	00113	Type A Low Intensity Flashing Lights		EA/Day		
07600-	00114	Type B High Intensity Flashing Lights		EA/Day		
07600-	00115	Type C Steady Burn Lights		EA/Day		
07600-	00116	24" X 24" Orange Sign Mounted Flag		EA/Day		
07600-	00117	Concrete Lane Dividers (Barrier Walls)		EA/Day		
07300-	00148					
<b>07700-</b>	<b>00100</b>	<b>Pedestrian Safety</b>				
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860		LF		
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860		LF		

07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870		LF		
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870		LF		
07800-	00100	<b>Vehicular Safety</b>				
07800-	00101	Steel Post for Guardrail, FDOT Index 400		EA		
07800-	00102	Wood Post for Guardrail, FDOT Index 400		EA		
07800-	00103	W-Beam Guardrail, FDOT Index 400		LF		
07800-	00104	Thrie Beam Guardrail, FDOT Index 400		LF		
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400		LF		
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400		LF		
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400		LF		
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400		LF		
07800-	00109	End Anchorage Assembly, FDOT Index 400		EA		
07800-	00110	Remove Existing Guardrail		LF		
08000-	<b>Concrete</b>					
08100-	00100	<b>Curb and Gutter</b>				
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf		LF		
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf		LF		
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf		LF		
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf		LF		
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf		LF		
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf		LF		
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf		LF		
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf		LF		
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf		LF		
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf		LF		
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf		LF		
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf		LF		
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf		LF		
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf		LF		
08100-	00115	Concrete Bumper Guards, FDOT index 300		EA		
08100-	00116	Header Curb, Per County Detail, less than 500lf		LF		
08100-	00117	Header Curb, Per County Detail, over 500lf		LF		
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf		LF		
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf		LF		
08100-	00120	County Type B Curb, Per County Detail, less than 500lf		LF		

08100-	00121	County Type B Curb, Per County Detail, over 500lf		LF		
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf		LF		
08100-	00123	County Roll Type Curb, Per County Detail, over 500lf		LF		
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail		SY		
08200-	00100	Driveway				
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy		SY		
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy		SY		
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy		SY		
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy		SY		
08200-	00105	4" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place		SY		
08200-	00106	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place		SY		
08300-	00100	Sidewalk				
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf		LF		
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf		LF		
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf		LF		
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf		LF		
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf		LF		
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf		LF		
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf		LF		
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf		LF		
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf		LF		
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf		LF		
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304		EA		
08300-	00112	Detectable Handicap Warning Mat, FDOT index 304		SF		
08400-	00100	Drainage				
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick		SY		
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick		SY		
08400-	00103	Fiber Reinforced Concrete Flume		SY		
08400-	00104	Construct 3' X 6" Spill Way Under 6" Sidewalk		EA		

08400-	00105	Welded Wire Mesh for Concrete Reinforcement		SY		
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail		EA		
08400-	00107	Baffles for Concrete Ditch (per County Detail)		EA		
08500-	00100	Removal				
08500-	00101	Saw cut Existing Concrete		LF		
08500-	00102	Remove Concrete Swale		SY		
08500-	00103	Remove Existing Concrete, 4" thick		SY		
08500-	00104	Remove Existing Concrete, 6" thick		SY		
08500-	00105	Remove Existing Concrete		CY		
08500-	00106	Remove Curb		LF		
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter, less than 500lf		LF		
08600-	00100	Misc Concrete				
08600-	00101	Misc. Concrete		CY		
08600-	00102	Install # 3 Rebar (0.375")		LF		
08600-	00103	Install # 4 Rebar (0.500")		LF		
08600-	00104	Install # 5 Rebar (0.625")		LF		
08600-	00105	Flowable fill, less than 20cy		CY		
08600-	00106	Flowable fill, over 20cy		CY		
08600-	00107	Brick Pavers		SY		
08600-	00108	Concrete Pavers, Permeable		SY		
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"		CY		
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"		CY		
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"		SY		
08600-	00112	Concrete Header (Landscape curb around planted areas)		LF		
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern		SY		
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern		SY		
08600-	00115	Apply Colorant and Sealer to Stamped Concrete		PINT		
08600-	00116	Crack and Reseat Existing Concrete Paving		SY		
09000-	<b>Drainage</b>					
09100-	Inlets and Manholes					
09100-	00100	Inlet Top and Bottom, FDOT Index 200 Series				
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth		EA		
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth		EA		
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth		EA		
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth		EA		
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth		EA		
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth		EA		
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth		EA		
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth		EA		
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth		EA		

09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth		EA		
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth		EA		
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth		EA		
09100-	00113	Ditch Bottom Inlet, Type G, 0'-6' depth		EA		
09100-	00114	Ditch Bottom Inlet, Type G, 6'-12' depth		EA		
09100-	00115	Ditch Bottom Inlet, Type H, 0'-6' depth		EA		
09100-	00116	Ditch Bottom Inlet, Type H, 6'-12' depth		EA		
09100-	00117	Ditch Bottom Inlet, Type J, 0'-6' depth		EA		
09100-	00118	Ditch Bottom Inlet, Type J, 6'-12' depth		EA		
09100-	00119	Ditch Bottom Inlet, Type K, 0'-6' depth		EA		
09100-	00120	Ditch Bottom Inlet, Type K, 6'-12' depth		EA		
09100-	00200	<b>Inlet Top, FDOT Index 200 Series</b>				
09100-	00201	Curb Inlet, Type 1		EA		
09100-	00202	Curb Inlet, Type 2		EA		
09100-	00203	Curb Inlet, Type 3		EA		
09100-	00204	Curb Inlet, Type 4		EA		
09100-	00205	Curb Inlet, Type 5		EA		
09100-	00206	Curb Inlet, Type 6		EA		
09100-	00207	Curb Inlet, Type 9		EA		
09100-	00208	Curb Inlet, Type 10		EA		
09100-	00209	Gutter Inlet, Type S		EA		
09100-	00210	Gutter Inlet, Type V		EA		
09100-	00300	<b>County Inlets</b>				
09100-	00301	Type A Curb Inlet, 0'-6' depth		EA		
09100-	00302	Type A Curb Inlet, 6'-12' depth		EA		
09100-	00303	Modified Type A Curb Inlet, 0'-6' depth		EA		
09100-	00304	Modified Type A Curb Inlet, 6'-12' depth		EA		
09100-	00305	Type A-1 Curb Inlet, 0'-6' depth		EA		
09100-	00306	Type A-1 Curb Inlet, 6'-12' depth		EA		
09100-	00307	Type Double A Curb Inlet, 0'-6' depth		EA		
09100-	00308	Type Double A Curb Inlet, 6'-12' depth		EA		
09100-	00309	8" X 12" X 12" Yard Drain (per County Detail)		EA		
09100-	00310	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)		EA		
09100-	00311	12" X 12" X 12" Yard Drain (per County Detail)		EA		
09100-	00312	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)		EA		
09100-	00313	12" X 15" X 15" Yard Drain (per County Detail)		EA		
09100-	00314	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)		EA		
09100-	00315	Clean Out For Underdrain, Paved Surface		EA		
09100-	00316	Clean Out For Underdrain, Unpaved Surface		EA		
09100-	00400	<b>Inlet Bottom</b>				
09100-	00401	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0'-6' depth		EA		
09100-	00402	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6'-12' depth		EA		
09100-	00403	4' X 4' Structure Bottom, FDOT Index 200, 0'-6' depth		EA		
09100-	00404	4' X 4' Structure Bottom, FDOT Index 200, 6'-12' depth		EA		



09100-	00405	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00406	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00407	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00408	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00409	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00410	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00411	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00412	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00413	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00414	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00415	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00416	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00417	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00418	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00419	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00420	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00421	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00422	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00423	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00424	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00425	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00426	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00427	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00428	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00429	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00430	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00431	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00432	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00433	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00434	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00435	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth		EA		

09100-	00436	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00437	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00438	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00439	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00440	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00441	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00442	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00443	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth		EA		
09100-	00444	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth		EA		
09100-	00500	<b>Manholes</b>				
09100-	00501	Storm Manhole, 0-6ft depth		EA		
09100-	00502	Storm Manhole, 6-12ft depth		EA		
09100-	00503	Junction Box, 0-6ft depth		EA		
09100-	00504	Junction Box, 6-12ft depth		EA		
09100-	00505	Dog House Manhole, 0-6ft depth		EA		
09100-	00506	Dog House Manhole, 6-12ft depth		EA		
09100-	00507	Trench Grate (24" Wide X 12" deep includes grate lid)		LF		
09100-	00600	<b>Inlet Adjustments and Modifications</b>				
09100-	00601	Remove Inlet Top		EA		
09100-	00602	Remove Inlet Throat		EA		
09100-	00603	Pour Inlet Throat		EA		
09100-	00604	Reconstruct Inlet Wall		CY		
09100-	00605	Remove Ditch Bottom Inlet (including top and bottom)		EA		
09100-	00606	Remove Curb Inlet (including top and bottom)		EA		
09100-	00607	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar		EA		
09100-	00608	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)		EA		
09100-	00609	Connect to Existing Inlet		EA		
09100-	00610	Expansion Joint and Filler		LF		
09100-	00611	Tie to Existing Inlets, Pipe, Manhole		EA		
09100-	00612	Modify Grate Top Inlet to Pedestrian Grate Top		EA		
09200-	<b>Stormwater Pipe</b>					
09200-	00100	(HDPE) High Density Polyethylene Pipe, Single Wall				
09200-	00101	4" HDPE SW Pipe, less than 60lf		LF		
09200-	00102	4" HDPE SW Pipe, over 60lf		LF		
09200-	00103	6" HDPE SW Pipe, less than 60lf		LF		
09200-	00104	6" HDPE SW Pipe, over 60lf		LF		
09200-	00105	8" HDPE SW Pipe, less than 60lf		LF		
09200-	00106	8" HDPE SW Pipe, over 60lf		LF		
09200-	00107	12" HDPE SW Pipe, less than 60lf		LF		

09200-	00108	12" HDPE SW Pipe, over 60lf		LF		
09200-	00109	15" HDPE SW Pipe, less than 60lf		LF		
09200-	00110	15" HDPE SW Pipe, over 60lf		LF		
09200-	00111	18" HDPE SW Pipe, less than 60lf		LF		
09200-	00112	18" HDPE SW Pipe, over 60lf		LF		
09200-	00113	24" HDPE SW Pipe, less than 60lf		LF		
09200-	00114	24" HDPE SW Pipe, over 60lf		LF		
<b>09200-</b>	<b>00200</b>	<b>(HDPE) High Density Polyethylene Pipe, Double Wall</b>				
09200-	00201	6" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00202	6" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00203	6" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00204	6" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00205	8" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00206	8" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00207	8" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00208	8" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00209	12" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00210	12" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00211	12" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00212	12" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00213	15" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00214	15" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00215	15" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00216	15" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00217	18" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00218	18" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00219	18" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00220	18" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00221	24" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00222	24" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00223	24" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00224	24" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00225	30" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00226	30" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00227	30" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00228	30" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00229	36" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00230	36" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00231	36" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00232	36" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00233	42" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00234	42" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00235	42" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00236	42" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
09200-	00237	48" HDPE DW Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00238	48" HDPE DW Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00239	48" HDPE DW Pipe, 0'-6' depth, over 60lf		LF		
09200-	00240	48" HDPE DW Pipe, 6'-12' depth, over 60lf		LF		
<b>09200-</b>	<b>00300</b>	<b>(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe</b>				

09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00303	12" HP DW HDPE Pipe, 0'-6' depth, over 60lf		LF		
09200-	00304	12" HP DW HDPE Pipe, 6'-12' depth, over 60lf		LF		
09200-	00305	15" HP DW HDPE Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00306	15" HP DW HDPE Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00307	15" HP DW HDPE Pipe, 0'-6' depth, over 60lf		LF		
09200-	00308	15" HP DW HDPE Pipe, 6'-12' depth, over 60lf		LF		
09200-	00309	18" HP DW HDPE Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00310	18" HP DW HDPE Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00311	18" HP DW HDPE Pipe, 0'-6' depth, over 60lf		LF		
09200-	00312	18" HP DW HDPE Pipe, 6'-12' depth, over 60lf		LF		
09200-	00313	24" HP DW HDPE Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00314	24" HP DW HDPE Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00315	24" HP DW HDPE Pipe, 0'-6' depth, over 60lf		LF		
09200-	00316	24" HP DW HDPE Pipe, 6'-12' depth, over 60lf		LF		
09200-	00317	30" HP DW HDPE Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00318	30" HP DW HDPE Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00319	30" HP DW HDPE Pipe, 0'-6' depth, over 60lf		LF		
09200-	00320	30" HP DW HDPE Pipe, 6'-12' depth, over 60lf		LF		
09200-	00400	(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe				
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00403	36" HP TW HDPE Pipe, 0'-6' depth, over 60lf		LF		
09200-	00404	36" HP TW HDPE Pipe, 6'-12' depth, over 60lf		LF		
09200-	00405	48" HP TW HDPE Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00406	48" HP TW HDPE Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00407	48" HP TW HDPE Pipe, 0'-6' depth, over 60lf		LF		
09200-	00408	48" HP TW HDPE Pipe, 6'-12' depth, over 60lf		LF		
09200-	00500	(CPVC) Corrugated Polyvinyl Chloride Pipe				
09200-	00501	12" CPVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00502	12" CPVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00503	12" CPVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00504	12" CPVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00505	15" CPVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00506	15" CPVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00507	15" CPVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00508	15" CPVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00509	18" CPVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00510	18" CPVC Pipe, 6'-12' depth, less than 60lf		LF		

09200-	00511	18" CPVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00512	18" CPVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00513	24" CPVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00514	24" CPVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00515	24" CPVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00516	24" CPVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00517	30" CPVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00518	30" CPVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00519	30" CPVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00520	30" CPVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00521	36" CPVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00522	36" CPVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00523	36" CPVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00524	36" CPVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00600	(PVC) Polyvinyl Chloride Pipe				
09200-	00601	12" PVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00602	12" PVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00603	12" PVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00604	12" PVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00605	15" PVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00606	15" PVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00607	15" PVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00608	15" PVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00609	18" PVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00610	18" PVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00611	18" PVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00612	18" PVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00613	24" PVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00614	24" PVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00615	24" PVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00616	24" PVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00617	30" PVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00618	30" PVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00619	30" PVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00620	30" PVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00621	36" PVC Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00622	36" PVC Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00623	36" PVC Pipe, 0'-6' depth, over 60lf		LF		
09200-	00624	36" PVC Pipe, 6'-12' depth, over 60lf		LF		
09200-	00700	(RCP) Reinforced Concrete Pipe				
09200-	00701	15" RCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00702	15" RCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00703	15" RCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00704	15" RCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00705	18" RCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00706	18" RCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00707	18" RCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00708	18" RCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00709	24" RCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00710	24" RCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00711	24" RCP Pipe, 6'-12' depth, less than 60lf		LF		

09200-	00712	24" RCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00713	30" RCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00714	30" RCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00715	30" RCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00716	30" RCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00717	36" RCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00718	36" RCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00719	36" RCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00720	36" RCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00721	42" RCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00722	42" RCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00723	42" RCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00724	42" RCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00725	48" RCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00726	48" RCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00727	48" RCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00728	48" RCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00800	<b>(ERCP) Elliptical Reinforced Concrete Pipe</b>				
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00802	12" X 18" ERCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00803	12" X 18" ERCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00804	12" X 18" ERCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00805	14" X 23" ERCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00806	14" X 23" ERCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00807	14" X 23" ERCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00808	14" X 23" ERCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00809	19" X 30" ERCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00810	19" X 30" ERCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00811	19" X 30" ERCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00812	19" X 30" ERCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00813	24" X 38" ERCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00814	24" X 38" ERCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00815	24" X 38" ERCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00816	24" X 38" ERCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00817	29" X 45" ERCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00818	29" X 45" ERCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00819	29" X 45" ERCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00820	29" X 45" ERCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00821	34" X 53" ERCP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00822	34" X 53" ERCP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00823	34" X 53" ERCP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00824	34" X 53" ERCP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00900	<b>(CMP) Corrugated Metal Pipe</b>				
09200-	00901	18" CMP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00902	18" CMP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00903	18" CMP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00904	18" CMP Pipe, 6'-12' depth, over 60lf		LF		

09200-	00905	24" CMP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00906	24" CMP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00907	24" CMP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00908	24" CMP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00909	30" CMP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00910	30" CMP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00911	30" CMP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00912	30" CMP Pipe, 6'-12' depth, over 60lf		LF		
09200-	00913	36" CMP Pipe, 0'-6' depth, less than 60lf		LF		
09200-	00914	36" CMP Pipe, 0'-6' depth, over 60lf		LF		
09200-	00915	36" CMP Pipe, 6'-12' depth, less than 60lf		LF		
09200-	00916	36" CMP Pipe, 6'-12' depth, over 60lf		LF		
09200-	01000	<b>(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe</b>				
09200-	01001	6" PSW HDPE Trench Wrap Underdrain, less than 500lf		LF		
09200-	01002	6" PSW HDPE Trench Wrap Underdrain, over 500lf		LF		
09200-	01003	8" PSW HDPE Trench Wrap Underdrain, less than 500lf		LF		
09200-	01004	8" PSW HDPE Trench Wrap Underdrain, over 500lf		LF		
09200-	01005	12" PSW HDPE Trench Wrap Underdrain, less than 500lf		LF		
09200-	01006	12" PSW HDPE Trench Wrap Underdrain, over 500lf		LF		
09200-	01007	15" PSW HDPE Trench Wrap Underdrain, less than 500lf		LF		
09200-	01008	15" PSW HDPE Trench Wrap Underdrain, over 500lf		LF		
09200-	01009	18" PSW HDPE Trench Wrap Underdrain, less than 500lf		LF		
09200-	01010	18" PSW HDPE Trench Wrap Underdrain, over 500lf		LF		
09200-	01011	24" PSW HDPE Trench Wrap Underdrain, less than 500lf		LF		
09200-	01012	24" PSW HDPE Trench Wrap Underdrain, over 500lf		LF		
09200-	01100	<b>(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe</b>				
09200-	01101	6" PDW HDPE Sock Wrap Underdrain, less than 500lf		LF		
09200-	01102	6" PDW HDPE Sock Wrap Underdrain, over 500lf		LF		
09200-	01103	8" PDW HDPE Sock Wrap Underdrain, less than 500lf		LF		
09200-	01104	8" PDW HDPE Sock Wrap Underdrain, over 500lf		LF		
09200-	01105	12" PDW HDPE Sock Wrap Underdrain, less than 500lf		LF		
09200-	01106	12" PDW HDPE Sock Wrap Underdrain, over 500lf		LF		
09200-	01107	15" PDW HDPE Sock Wrap Underdrain, less than 500lf		LF		
09200-	01108	15" PDW HDPE Sock Wrap Underdrain, over 500lf		LF		
09200-	01109	18" PDW HDPE Sock Wrap Underdrain, less		LF		



		than 500lf				
09200-	01110	18" PDW HDPE Sock Wrap Underdrain, over 500lf		LF		
09200-	01111	24" PDW HDPE Sock Wrap Underdrain, less than 500lf		LF		
09200-	01112	24" PDW HDPE Sock Wrap Underdrain, over 500lf		LF		
<b>09200-</b>	<b>01200</b>	<b>(NPSW HDPE) Non-Perforated, Single Wall, High Density Polyethylene Pipe</b>				
09200-	01201	6" NPSW HDPE Underdrain, less than 500lf		LF		
09200-	01202	6" NPSW HDPE Underdrain, over 500lf		LF		
09200-	01203	8" NPSW HDPE Underdrain, less than 500lf		LF		
09200-	01204	8" NPSW HDPE Underdrain, over 500lf		LF		
09200-	01205	12" NPSW HDPE Underdrain, less than 500lf		LF		
09200-	01206	12" NPSW HDPE Underdrain, over 500lf		LF		
09200-	01207	15" NPSW HDPE Underdrain, less than 500lf		LF		
09200-	01208	15" NPSW HDPE Underdrain, over 500lf		LF		
09200-	01209	18" NPSW HDPE Underdrain, less than 500lf		LF		
09200-	01210	18" NPSW HDPE Underdrain, over 500lf		LF		
09200-	01211	24" NPSW HDPE Underdrain, less than 500lf		LF		
09200-	01212	24" NPSW HDPE Underdrain, over 500lf		LF		
<b>09200-</b>	<b>01300</b>	<b>(NPDW HDPE) Non-Perforated, Double Wall, High Density Polyethylene Pipe</b>				
09200-	01301	6" NPDW HDPE Underdrain, less than 500lf		LF		
09200-	01302	6" NPDW HDPE Underdrain, over 500lf		LF		
09200-	01303	8" NPDW HDPE Underdrain, less than 500lf		LF		
09200-	01304	8" NPDW HDPE Underdrain, over 500lf		LF		
09200-	01305	12" NPDW HDPE Underdrain, less than 500lf		LF		
09200-	01306	12" NPDW HDPE Underdrain, over 500lf		LF		
09200-	01307	15" NPDW HDPE Underdrain, less than 500lf		LF		
09200-	01308	15" NPDW HDPE Underdrain, over 500lf		LF		
09200-	01309	18" NPDW HDPE Underdrain, less than 500lf		LF		
09200-	01310	18" NPDW HDPE Underdrain, over 500lf		LF		
09200-	01311	24" NPDW HDPE Underdrain, less than 500lf		LF		
09200-	01312	24" NPDW HDPE Underdrain, over 500lf		LF		
<b>09300-</b>	<b>Mitered End Sections</b>					
<b>09300-</b>	<b>00100</b>	<b>(RCP) Round Concrete Pipe Cross Drain MES</b>				
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280		EA		

<b>09300-</b>	<b>00200</b>	<b>(CMP) Round Corrugated Metal Pipe Cross Drain MES</b>				
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280		EA		
<b>09300-</b>	<b>00300</b>	<b>(ERCP) Elliptical Concrete Pipe Cross Drain MES</b>				
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280		EA		
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280		EA		
<b>09300-</b>	<b>00400</b>	<b>(RCP) Round Concrete Pipe Side Drain MES</b>				
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280		EA		
<b>09300-</b>	<b>00500</b>	<b>(CMP) Round Corrugated Metal Pipe Side Drain MES</b>				
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280		EA		

09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00600	(ERCP) Elliptical Concrete Pipe Side Drain MES				
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280		EA		
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280		EA		
09400-	00100	Headwall and Energy Dissipator				
09400-	00101	Class I Concrete for Endwalls (steel included)		CY		
09400-	00102	Class II Concrete for Endwalls		CY		
09400-	00103	Reinforcing Steel for Endwalls		LB		
09400-	00104	Block Headwall, 8"x8"x16"		SF		
09400-	00105	Sand Bag Headwall, Cross Section Measurement		SY		
09500-	00100	Misc. and Removal				
09500-	00101	Construct Concrete Collar on Pipe		CY		
09500-	00102	Pipe Removal, 6"-30", less than 60lf		LF		
09500-	00103	Pipe Removal, 6"-30", over 60lf		LF		
09500-	00104	Pipe Removal, 36" and larger, less than 60lf		LF		
09500-	00105	Pipe Removal, 36" and larger, over 60lf		LF		
09500-	00106	Remove Gravel from Pipe Bed		CY		
09500-	00107	Remove Miter Ends and Plug Existing Pipe		EA		
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe		EA		
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger		EA		
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe		EA		
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger		EA		
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe		EA		
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe		EA		
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts		CY		
10000-	Sewer					
10100-	00100	Gravity				
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth, less than 60lf		LF		
10100-	00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf		LF		
10100-	00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf		LF		
10100-	00104	8" Sewer Line Gravity Fed, 6-12' depth, over 60lf		LF		

10100-	00105	10" Sewer Line Gravity Fed, 0-6' depth, less than 60lf		LF		
10100-	00106	10" Sewer Line Gravity Fed, 0-6' depth, over 60lf		LF		
10100-	00107	10" Sewer Line Gravity Fed, 6-12' depth, less than 60lf		LF		
10100-	00108	10" Sewer Line Gravity Fed, 6-12' depth, over 60lf		LF		
10200-	00100	<b>Force Main</b>				
10200-	00101	6" Sewer Line Force Main, 0-6' depth, less than 60lf		LF		
10200-	00102	6" Sewer Line Force Main, 0-6' depth, over 60lf		LF		
10200-	00103	6" Sewer Line Force Main, 6-12' depth, less than 60lf		LF		
10200-	00104	6" Sewer Line Force Main, 6-12' depth, over 60lf		LF		
10200-	00105	8" Sewer Line Force Main, 0-6' depth, less than 60lf		LF		
10200-	00106	8" Sewer Line Force Main, 0-6' depth, over 60lf		LF		
10200-	00107	8" Sewer Line Force Main, 6-12' depth, less than 60lf		LF		
10200-	00108	8" Sewer Line Force Main, 6-12' depth, over 60lf		LF		
10200-	00109	10" Sewer Line Force Main, 0-6' depth, less than 60lf		LF		
10200-	00110	10" Sewer Line Force Main, 0-6' depth, over 60lf		LF		
10200-	00111	10" Sewer Line Force Main, 6-12' depth, less than 60lf		LF		
10200-	00112	10" Sewer Line Force Main, 6-12' depth, over 60lf		LF		
10300-	00100	<b>Manholes</b>				
10300-	00101	Sewer Manhole, 0-6ft depth		EA		
10300-	00102	Sewer Manhole, 6-12ft depth		EA		
10400-	00100	<b>Services</b>				
10400-	00101	4" Sewer Service Line - Short, less than 12lf		LF		
10400-	00102	4" Sewer Service Line - Long, over 12lf		LF		
10400-	00103	6" Sewer Service Line - Short, less than 12lf		LF		
10400-	00104	6" Sewer Service Line - Long, over 12lf		LF		
10500-	00100	<b>Fittings</b>				
10500-	00101	8" Tapping Sleeve w/ Valve		EA		
10500-	00102	8" x 8" x 8" Tee Fitting		EA		
10500-	00103	6" x 8" x 8" Tee Fitting		EA		
10500-	00104	8" 90 Elbow		EA		
10600-	00100	<b>Miscellaneous</b>				
10600-	00101	8" Iron Clean Out		EA		
10600-	00102	8" Gate Valve w/ Box		EA		
10600-	00103	Encase Sewer Line, less than 60lf		LF		
10600-	00104	Encase Sewer Line, over 60lf		LF		
11000-	<b>Water</b>					

11100-	00100	Pipe				
11100-	00101	4" PVC Waterline, 0'-6' depth, less than 60lf		LF		
11100-	00102	4" PVC Waterline, 0'-6' depth, over 60lf		LF		
11100-	00103	4" PVC Waterline, 6'-12' depth, less than 60lf		LF		
11100-	00104	4" PVC Waterline, 6'-12' depth, over 60lf		LF		
11100-	00105	6" PVC Waterline, 0'-6' depth, less than 60lf		LF		
11100-	00106	6" PVC Waterline, 0'-6' depth, over 60lf		LF		
11100-	00107	6" PVC Waterline, 6'-12' depth, less than 60lf		LF		
11100-	00108	6" PVC Waterline, 6'-12' depth, over 60lf		LF		
11100-	00109	8" PVC Waterline, 0'-6' depth, less than 60lf		LF		
11100-	00110	8" PVC Waterline, 0'-6' depth, over 60lf		LF		
11100-	00111	8" PVC Waterline, 6'-12' depth, less than 60lf		LF		
11100-	00112	8" PVC Waterline, 6'-12' depth, over 60lf		LF		
11100-	00113	8" Iron Ductile Water Line, 0'-6' depth, less than 60lf		LF		
11100-	00114	8" Iron Ductile Water Line, 0'-6' depth, over 60lf		LF		
11100-	00115	8" Iron Ductile Water Line, 6'-12' depth, less than 60lf		LF		
11100-	00116	8" Iron Ductile Water Line, 6'-12' depth, over 60lf		LF		
11200-	00100	Services				
11200-	00101	1" Water Service Line - Short, less than 12lf		LF		
11200-	00102	1" Water Service Line - Long, over 12lf		LF		
11200-	00103	1.5" Water Service Line - Short, less than 12lf		LF		
11200-	00104	1.5" Water Service Line - Long, over 12lf		LF		
11200-	00105	2" Water Service Line - Short, less than 12lf		LF		
11200-	00106	2" Water Service Line - Long, over 12lf		LF		
11300-	00100	Fittings				
11300-	00101	4" x 4" Tapping Sleeve w/ Valve		EA		
11300-	00102	4" x 6" Tapping Sleeve w/ Valve		EA		
11300-	00103	6" x 6" Tapping Sleeve w/ Valve		EA		
11300-	00104	4" x 4" x 4" Tee Fitting		EA		
11300-	00105	4" x 6" x 6" Tee Fitting		EA		
11300-	00106	6" x 6" x 6" Tee Fitting		EA		
11300-	00107	4" Elbow, 22.5°, 45°, 90°		EA		
11300-	00108	6" Elbow, 22.5°, 45°, 90°		EA		
11300-	00109	8" Elbow, 22.5°, 45°, 90°		EA		
11300-	00110	6" Gate Valve w/ Box		EA		
11300-	00111	6" Gate Valve		EA		
11300-	00112	8" Tapping Sleeve w/ Valve		EA		
11300-	00113	8" Gate Valve w/ Box		EA		
11300-	00114	4" Insert-A-Valve		EA		
11300-	00115	6" Insert-A-Valve		EA		
11300-	00116	8" Insert-A-Valve		EA		
11400-	00100	Miscellaneous				
		Adjust Existing Water Valves (Rings and Boxes To Be Provided By Contractor) includes concrete collar		EA		
11400-	00101	Readjust Water Meter		EA		
11400-	00102	Relocate Water Meter		EA		
11400-	00103	Relocate Water Meter		EA		
11400-	00104	Readjust Water Valve		EA		

11400-	00105	Relocate Fire Hydrant		EA		
11400-	00106	Re-connect Fire Hydrant		EA		
11400-	00107	Fire Hydrant Assembly (new)		EA		
<b>12000-</b>	<b>Drilling</b>					
<b>12100-</b>	<b>00100</b>	<b>Jack and Bore</b>				
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth		LF		
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth		LF		
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth		LF		
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth		LF		
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth		LF		
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth		LF		
12100-	00107	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 0-6' depth		LF		
12100-	00108	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 6-12' depth		LF		
12100-	00109	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 0-6' depth		LF		
12100-	00110	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 6-12' depth		LF		
12100-	00111	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 0-6' depth		LF		
12100-	00112	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 6-12' depth		LF		
<b>13000-</b>	<b>Stormwater Pollution Prevention</b>					
<b>13100-</b>	<b>00100</b>	<b>Stabilization</b>				
13100-	00101	Centipede Sod, Staked, less than 1000sy		SY		
13100-	00102	Centipede Sod, Staked, over 1000sy		SY		
13100-	00103	St Augustine Sod, Staked, less than 1000sy		SY		
13100-	00104	St Augustine Sod, Staked, over 1000sy		SY		
13100-	00105	Bermuda Sod, Staked, less than 1000sy		SY		
13100-	00106	Bermuda Sod, Staked, over 1000sy		SY		
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy		SY		
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy		SY		
13100-	00109	Bermuda, Seeding and Mulch, (15lb Per Acre)		LB		
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)		LB		
13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)		LB		
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)		LB		
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)		LB		
13100-	00114	Mulch, (2 Ton Per Acre)		TON		
13100-	00115	Seed & Mulch Road & Shoulders		SY		

13100-	00116	Erosion mat with the seed and mulch included in the mat.		EA		
13200-	00100	<b>Energy Dissipation</b>				
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile		SY		
13200-	00102	4" Bedding Stone and Geotextile		SY		
13200-	00103	Rip Rap Rubble, Type I		TON		
13200-	00104	Rip Rap Rubble, Type II		TON		
13200-	00105	Grout Fill for Rip Rap		CY		
13300-	00100	<b>Erosion Control</b>				
13300-	00101	Silt Fence Type III, less than 500lf		LF		
13300-	00102	Silt Fence Type III, over 500lf		LF		
13300-	00103	Silt Fence Type IV, less than 500lf		LF		
13300-	00104	Silt Fence Type IV, over 500lf		LF		
13300-	00105	Staked Turbidity Barrier		LF		
13300-	00106	Floating Turbidity Barrier		LF		
13300-	00107	Safety Fence, less than 500lf		LF		
13300-	00108	Safety Fence, over 500lf		LF		
13300-	00109	Baled Hay or Straw		EA		
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.		EA		
13300-	00111	Construct Stabilized Gravel Construction Entrance		SY		
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)		EA		
13400-	00100	<b>Removal</b>				
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)		CY		
13400-	00102	Remove Existing Energy Dissipater		EA		
14000-	<b>Fence</b>					
14100-	00100	<b>Chain Link</b>				
14100-	00101	4' Chain Link Fence, less than 150 lf		LF		
14100-	00102	4' Chain Link Fence, over 150 lf		LF		
14100-	00103	6' Chain Link Fence, less than 150 lf		LF		
14100-	00104	6' Chain Link Fence, over 150 lf		LF		
14100-	00105	4' X 4' Single Chain Link Swing Gate		EA		
14100-	00106	4' X 6' Single Chain Link Swing Gate		EA		
14100-	00107	6' X 6' Single Chain Link Swing Gate		EA		
14100-	00108	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates		EA		
14100-	00109	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates		EA		
14100-	00110	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates		EA		
14100-	00111	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates		EA		
14200-	00100	<b>Wire</b>				
14200-	00101	4' Wire Fence, less than 150 lf		LF		



14200-	00102	4' Wire Fence, over 150 lf		LF		
14300-	00100	Wood				
14300-	00101	Wood Split Rail Fence, less than 150lf		LF		
14300-	00102	Wood Split Rail Fence, Over 150lf		LF		
14300-	00103	6' Wood Fence (Non alternating Vertical Boards), less than 150lf		LF		
14300-	00104	6' Wood Fence (Non alternating Vertical Boards), over 150lf		LF		
14300-	00105	6' Wood Fence (Alternating Vertical Boards), less than 150lf		LF		
14300-	00106	6' Wood Fence (Alternating Vertical Boards), over 150lf		LF		
14300-	00107	Single Wood Gate 6' X 4'		EA		
14300-	00108	Single Wood Gate 6' X 5'		EA		
14300-	00109	Double Wood Gate 6' X 5'		EA		
14400-	00100	Removal				
14400-	00101	Remove Existing 6' Wood Fence		LF		
14400-	00102	Remove Existing Split Rail Fence		LF		
14400-	00103	Remove Existing Chain Link Fence		LF		
14400-	00104	Remove Existing Wire Fence		LF		
14500-	00100	Posts				
14500-	00101	Corner Post, Wood Post, 4' Wire Fence		EA		
14500-	00102	Corner Post, Wood Post, 6' Wood Fence		EA		
14500-	00103	Corner Post, Metal Post, 4' Wood Fence		EA		
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence		EA		
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence		EA		
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence		EA		
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence		EA		
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence		EA		
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence		EA		
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence		EA		
15000-	<b>Irrigation</b>					
15100-	00100	Sprinkler Head				
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head		EA		
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head		EA		
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head		EA		
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head		EA		
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head		EA		
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head		EA		
15100-	00107	Rotor Type Sprinkler Head on Riser		EA		
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade		EA		
15100-	00109	4" Spray Type Sprinkler Head		EA		
15100-	00110	6" Spray Type Sprinkler Head		EA		
15100-	00111	12" Spray Type Sprinkler Head		EA		
15100-	00112	Spray Type Sprinkler Head on Riser		EA		

15100-	00113	Spray Type Sprinkler Head on Riser on Grade	EA		
<b>15200-</b>	<b>00100</b>	<b>Sprinkler Line</b>			
15200-	00101	Flexible Drip Tubing Installed Below Grade	EA		
15200-	00102	Flexible Drip Tubing Installed Above Grade	EA		
15200-	00103	1/2" PVC sprinkler line , less than 150lf	LF		
15200-	00104	1/2" PVC sprinkler line, over 150lf	LF		
15200-	00105	3/4" PVC sprinkler line, less than 150lf	LF		
15200-	00106	3/4" PVC sprinkler line, over 150lf	LF		
15200-	00107	1" PVC sprinkler line, less than 150lf	LF		
15200-	00108	1" PVC sprinkler line, over 150lf	LF		
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	LF		
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	LF		
15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	LF		
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	LF		
<b>15300-</b>	<b>00100</b>	<b>Fittings and Valves</b>			
15300-	00101	Deep Well Tree Bubbler	EA		
15300-	00102	Tree Emitter w/ Tree Grate	EA		
15300-	00103	Multi-Outlet Emitter Installed in a Box	EA		
15300-	00104	Multi-Outlet Emitter Installed below grade	EA		
15300-	00105	Single-Outlet Emitter Installed Below Grade	EA		
15300-	00106	Drip Emitter Tubing Outlet	EA		
15300-	00107	90 degree PVC Fitting	EA		
15300-	00108	"T" PVC Fitting	EA		
15300-	00109	"Cross" PVC Fitting	EA		
15300-	00110	Flex Pipe	EA		
15300-	00111	Flex Pipe Nipple	EA		
15300-	00112	Flex Pipe "T"	EA		
15300-	00113	Flex Pipe Elbow	EA		
15300-	00114	Install 4" Conduit for irrigation pipe	LF		
15300-	00115	Install Electrical Conduit for irrigation System	LF		
15300-	00116	Multiple Day Pump Timer (Intermatic)	EA		
15300-	00117	3 zone Switching Box	EA		
15300-	00118	4 zone Switching Box	EA		
15300-	00119	1.5 hp Pump	EA		
15300-	00120	2.0 hp Pump	EA		
15300-	00121	Solar Powered Solenoid	EA		
15300-	00122	DC Powered Solenoid	EA		
15300-	00123	AC Powered Solenoid	EA		
15300-	00124	Backflow Preventer w/ Enclosure	EA		
15300-	00125	Pressure Reducing Valves	EA		
15300-	00126	Pressure Vacuum Breaker w/ Enclosure	EA		
15300-	00127	Wye Strainer	EA		
15300-	00128	Shut Off Valve: Gate Valve Type 2" or Smaller	EA		
15300-	00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	EA		
15300-	00130	Shut Off Valve: Butterfly Valve Type	EA		
15300-	00131	Quick Coupler Valve	EA		
15300-	00132	Angle Valve	EA		
15300-	00133	Remote Control Valve	EA		

15300-	00134	Master Control Valve		EA		
15300-	00135	Automatic Controller (Electric): In Enclosure		EA		
15300-	00136	Automatic Controller (Electric): Wall Mounted		EA		
15300-	00137	Automatic Controller (Electric): Pedestal Mounted		EA		
15300-	00138	Automatic Controller (Solar): In Enclosure		EA		
15300-	00139	Automatic Controller (Solar): Wall Mounted		EA		
15300-	00140	Automatic Controller (Solar): Pedestal Mounted		EA		
15300-	00141	Light Powered Controller		EA		
15300-	00142	Low Voltage Controller Wiring		LF		
15300-	00143	Valves Boxes		EA		
15300-	00144	Flush Valve: Manual Type		EA		
15300-	00145	Flush Valve: Automatic Type		EA		
15300-	00146	Air / Vacuum Relief Valve		EA		
15300-	00147	Air Release Valve		EA		
15300-	00148	Pressure Relief Valve		EA		
15300-	00149	Pressure Regulator		EA		
15300-	00150	Drip Remote Control Valve Assembly		EA		
15300-	00151	Remote Control Valve		EA		
15300-	00152	Flow Sensors		EA		
15300-	00153	Rain Sensors		EA		
15300-	00154	Moisture Sensor		EA		
15300-	00155	Basket Strainer		EA		
15300-	00156	Booster Pump		EA		
15300-	00157	Control Wire Pull Box		EA		
15300-	00158	Hose Bibs		EA		
15300-	00159	Thrust Blocks		EA		
15300-	00160	Stabilizing Rods		EA		
15300-	00161	Well Drilling 4"per linear foot		LF		
15300-	00162	Well Drilling 6"per linear foot		LF		
15300-	00163	Submersible Pumps. 5 hp		EA		
15300-	00164	Submersible Pumps. 7.5 hp		EA		
15300-	00165	Submersible Pumps. 10 hp		EA		
<b>16000-</b>	<b>Landscape</b>					
<b>16100-</b>	<b>00100</b>	<b>Wildflowers</b>				
16100-	00101	Lance-leaf Tickseed (Seed Application)		AC		
16100-	00102	Lance-leaf Tickseed (Seed Application)		SY		
16100-	00103	Thickleaf Phlox (Seed Application)		AC		
16100-	00104	Thickleaf Phlox (Seed Application)		SY		
<b>16200-</b>	<b>00100</b>	<b>Trees</b>				
16200-	00101	Cypress (minimum 12' Overall with 7' Clear Trunk)		EA		
16200-	00102	Crape myrtles (minimum 20 Gal container)		EA		
16200-	00103	Dogwood (minimum 20 Gal container)		EA		
16200-	00104	Elms (minimum 12' Overall with 7' Clear Trunk)		EA		
16200-	00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)		EA		
16200-	00106	Maple (minimum 12' Overall with 7' Clear Trunk)		EA		
16200-	00107	River Birch (minimum 12' Overall with 7' Clear Trunk)		EA		

16200-	00108	Sabal Palm (minimum 12' Overall)		EA		
16200-	00109	Sago Palm (minimum 10 Gal container)		EA		
16300-	00100	<b>Shrubs</b>				
16300-	00101	Azaleas, minimum 3 gallon container		EA		
16300-	00102	Ligustrum, minimum 3 gallon container		EA		
16300-	00103	Lirope (Minimum 1 gallon)		EA		
16300-	00104	Lantana (Minimum 1 gallon)		EA		
16300-	00105	Indian Hawthorn (Minimum 1 gallon)		EA		
16400-	00100	<b>Mulch</b>				
16400-	00101	Red Cedar Mulch		CY		
16400-	00102	Tan Mulch		CY		
16400-	00103	Pine Bark Mulch		CY		
16400-	00104	Pine straw		Bale		
16500-	00100	<b>Miscellaneous</b>				
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick		EA		
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)		SY		
16500-	00103	Cord Grass		EA		
16500-	00104	Arrow Head		EA		
16500-	00105	Pickend Weed		EA		
17000-	<b>Miscellaneous</b>					
17100-	00100	Adjust Existing Gas Valve		EA		
17100-	00101	Jobsite Board for posting project information, permits, etc.		EA		
18000-	<b>Lump Sum</b>					
18100-	00100	<b>Percentage Based Costs</b>				
18100-	00101	Signing and Pavement Markings. Must Include Implementation of Plans, Approved Layout, Installation, etc. For use only when S&PM items are not quantified individually.		%		
18100-	00102	Develop and provide an approved MOT traffic safety plan by a Certified Work Zone Safety Traffic Supervisor. Must Include Implementation of Plans (map and written), Approved Layout (by County Engineer), and Installation. For use only when MOT items are not quantified individually.		%		
18100-	00103	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician (Must Include Implementation of Plans, Installation, and Replacement). For use only when SWPPP items are not quantified individually.		%		

## 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 \_\_\_\_\_

\_\_\_\_\_  
Contractors License (Type)

\_\_\_\_\_  
Contractors License Number

Escambia County  
Occupational License No. \_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_\_ 2% 10<sup>th</sup> Prox \_\_\_\_\_

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
<u>None Known</u>	

Bidder:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Person to contact concerning this bid:

\_\_\_\_\_  
Phone/TollFree/Fax#:

\_\_\_\_\_  
E-Mail Address:

\_\_\_\_\_  
Home Page Address:

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1000.00.

The work shall be substantially completed within the time specified on the Work Order from the Commencement Date. The Bidder agrees to fully complete all work included above within **Thirty (30) consecutive calendar days** from the date of Substantial Completion acceptance. **Liquidated damages of \$1000.00 each day will be assessed for each day that Substantial Completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of \$1000.00 is to be furnished by each Bidder.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.
- 5.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(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 HIS 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.**

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_  
(signature)

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
(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  
\_\_\_\_\_ 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:**

\_\_\_\_\_ 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**

\_\_\_\_\_  
**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.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete next page )

Corporate Identification

**Federal Identification Number:** \_\_\_\_\_

(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(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:**

\_\_\_\_\_

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**BidInformation** See Home Page URL:

<http://www.myescambia.com/Bureaus/ManagementServices/CurrentSolicitations.html>

Click on **CURRENT SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers-Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auctions**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD07-08.134"GENERAL PAVING & DRAINAGE PRICING AGREEMENT", Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **INTENT**

It is the intent of this contract to replace the following County road paving and drainage contract(s).

PD 04-05.10, General Paving and Drainage Pricing Agreement.

PD 04-05.11, County-Wide Road & Pricing Agreement.

PD 07-08.134, General Paving, Drainage and Resurfacing Pricing Agreement.

This contractual agreement is to perform a wide range of projects in an economical and timely manner. These projects may consist of but are not limited to: Drainage Projects, Annual & Program, Dirt Road Paving, Community Improvement Projects, Safe Route to School Projects, Traffic Claiming Projects and Roadway Reconstruction, etc. with no single project exceeding \$350,000.00 in total value or having more than 25% of its value in Balance-of-Line items, clarification.

To be eligible for award of this contract, offeror shall possess either a General Contractor's License or an Underground Utility Contractor's License. Subcontractors shall be properly licensed for the work performed under this contract.

This contract shall be administered by the Public Works Department/Engineering Division and the Office of Purchasing with individual projects being managed by the Department/Division(s) requesting work.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing Division.

Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award. All offerors agree that any interest earned on any bid surety



while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of each Purchase Order award of \$25,000.00 or greater** on the forms provided by the County. Bonds of the successful offeror(s) shall be recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before work begins. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Bob Dennis, MABA, CPPB, Purchasing Specialist, Telephone: (850) 595-4985, Fax: (850) 595-4806, email: bob\_dennis@co.escambia.fl.us. Technical questions may be directed to Elizabeth Bush, Project Coordinator, Engineering Division, Telephone (850) 595-3450, Fax (850) 595-3444.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer and Award Form and a multiple page Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Mandatory Pre-Solicitation Conference**

A Mandatory Pre-Solicitation Conference will be held at the Matt Langley Bell III Building, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on Thursday, August 4, 2011 at 10:00 a.m. CDT. **All offerors must be present.** Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will not be opened.

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **\$1000.00** for each calendar day of delay per project that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered

is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted services will be accomplished by submission of an **original** invoice, in triplicate, to the Department/Bureau/Division requesting work per the Purchase Order.

Public Works Department/Engineering Division  
3363 West Park Place  
Pensacola, FL 32502  
Attention: Elizabeth Bush, Project Coordinator

Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the

Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment.

Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date or as negotiated.

If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

Contractor shall submit three (3) copies of each of its Applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month or as negotiated. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

County shall retain **twenty-five percent (25%)** of the gross amount of each monthly payment request or **twenty-five percent (25%)** of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work..

Each Application for Payment shall be accompanied by Release and Affidavit, in the form required by the client, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided.

12. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **Two (2) Years** from date of acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Contracting Officer Representative.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

**Contract Information**

14. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective October 1, 2011 after award by the Board of County Commissioners and extend for a period of Thirty-six (36) months to expire on September 30, 2014.
- B. Annual continuation of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- C. The initiating County Department/Division shall issue release (purchase) orders against the term contract on an "as needed" basis. Any project requiring the issuance of a Purchase Order of fifty thousand dollars (\$50,000.00) and greater or a Change Order increasing the total dollar value of a purchase order to \$50,000.00 or greater shall be requested by the client Department and authorized by the Board of County Commissioners in accordance with the County Ordinance 2001-60, Section 46-64, prior to issuance of a Purchase Order/Change Order. No project shall exceed \$350,000.00 without prior approval of the Board of County Commissioners.
- D. The contract may be canceled by the awarded vendor, for cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, with or without cause, upon thirty (30) days prior written notice.

15. **Price Adjustment**

The contract resulting from this Solicitation includes provision for price adjustments. Written request for price adjustments may be made annually, beginning in July 2012 (any request shall be submitted

to the Project Coordinator no later than July 1, of the fiscal Year. All awarded vendors will be allowed to adjust their unit price, whether as an increase or a decrease, at the established annual renewal time (The Effective Date for all requested Changes shall be October 1, the start of a new fiscal year). If any vendor should choose not to adjust their unit prices, it is an understood acceptance of the updated fuel index and understands that any bituminous adjustments will be utilizing the current fuel index for the month of renewal (September). Any requested increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the awarded contractor by its suppliers. Adjustments in prices shall be accomplished by written amendment to this contract submitted by the Contract Administrator and approved by the Board of County Commissioners, with an Effective Date of October 1st.

16. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc..

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

17. **Balance-of-Line Contract (BOL)**

Awarded contractors are requested to offer a Balance-of-Line of services available but not listed on the bid form. Balance-of-Line items apply to any of the contractor's services that are available to each contract eligible user. It is the intent of this contract that by expanding the contract with "Balance-of-Line" commodities and/or services, all eligible contract users will have a much greater variety of goods and services from which to choose. No individual project shall consist of more than 25% of its dollar value as Balance-of-Line item(s). This clause may not be used to Change Order a Purchase Order, i.e. if an item is not identified as part of the project prior to Purchase Order award, the Department/Division shall obtain BCC approval to amend the project prior to project being finalized. The Contract Administration representative reserves the right to accept or reject individual item(s) or all items offered as Balance-of-Line.

When Balance-of-Line items are to be utilized on a project to be awarded under this solicitation, the Contract Administrator shall attempt, if feasible to document that three (3) awarded contractors were contacted for the purpose of obtaining current pricing for Balance-of-Line items that may be required for a project.

Balance-of-Line items may be added to this contract at the discretion of the Contract Administrator by amendment and require prior approval by the Board of County Commissioners.

18. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form and any Balance-of-Line items identified for a project.

19. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services relating to this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

20. **Permits**

Permits required by governmental agencies with jurisdiction shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Manager or his/her designee and the Contract Administrator or his/her designee.

21. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

22. **Award**

Multiple awards may be made based upon Mandatory attendance at the Pre-Solicitation Conference, responsibility and responsiveness to the needs of the County. It is the intent of the County to issue Purchase Orders with the responsive and responsible bidders who can provide the services at the lowest competitive price (as listed upon the Bid Forms submitted) plus Balance-of-Line items when added and based upon the needs of the County at the time of such need. (Initial Award by the BCC **SHALL NOT** be contingent upon a provider being able to provide all items listed upon the Bid Form, individual Purchase Order Awards shall be based upon the lowest **TOTAL BID** for items listed on the Bid Form and Balance-of-Line items if any identified prior to the issuance of the original project Purchase Order).

The Initial Award of a contract does not guarantee issuance of a Purchase Order for services listed herein. The Bid Form shall be utilized initially to determine the lowest cost associated to a project. Purchase Orders shall be issued as the form of Project Award to the contractor capable of meeting the services and schedule for a project. The contractor listed upon the Purchase Order shall be solely responsible for all work contained therein, failure of sub-contractors to perform shall be the responsibility of the awardee.

It is the intent of the department administering the contract to issue projects to the lowest responsive responsible bidder. However if the low bidder is non-responsive, unable to meet the departments required schedule, or if the low bid Contractor does not have the desire to perform the work required by the project, the department may approach the next lowest bidder. The low bid Contractor must reply within 5 business days in writing or as Specified in the request to the notice (The Agency may notify the Contractor by work order, purchase order, or letter of interest) whether or not they intend on performing the work. If the Contractor chooses not to perform the work, the Agency may approach the next lowest responsive responsible bidder. If the Agency chooses to obtain the services of the next lowest bidder, a Memo/Letter will be placed in the file explaining why the contract was not awarded to the lowest bidder. It is the Contract Administrator's responsibility to notify the Office of Purchasing of the letter of refusal from the lowest bidder. Consecutive letters of refusal may result in the removal of the Contractor from the contract in accordance with the County Code of Ordinances, Chapter 46, Suspension or Debarment by the Board of County Commissioners.

Awarded Contractors who fail to respond to a request by the county to negotiate or perform an awarded project three (3) times shall be subject to removal from the awarded Contractors list.

23. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

24. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within ten (10) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

25. **Termination (Public Records Request)**

If the contractor refuses 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 by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

26. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

27. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

28. **Questions and Responses**

Contractors requesting a response from Escambia County shall submit all questions in writing no later than 5:00 p.m., August 9, 2011 to the appropriate party. Failure to submit requests in writing in



a timely manner or receive a response to verbal requests shall not be grounds for a protest.

### **Insurance Requirements**

#### **29. Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

#### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Bob Dennis, MABA, CPPB Purchasing Specialist  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

#### **Endorsements/Additional Insurance**

The County may require the following endorsements or additional types of insurance.

#### **Commercial General Liability Coverage Project Aggregate**

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000 is required by the County for this agreement or contract.

#### **Owners Protective Liability Coverage**

For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor's insurer in the name of the County).

This is redundant coverage if the County is named as an additional insured in the contractor's commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor's liability coverage limit is used up by other claims.

#### **Contractor's Equipment Coverage**

Contractor's equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

30. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, 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 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 the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor 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 made. 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.

31. **Trench Safety Act (Construction)**

Offerors shall comply with the "Florida Trench Safety Act".

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract or to the current index at the time of extension/renewal. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
  - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
  - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
  - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
  - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time.
  - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

$P_a = P_b X (I_d - I_b)$  where:  
 $P_a$  = Adjusted unit price for Bituminous Material. To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)  
 $P_b$  = Bid unit price for Bituminous Material.  
 $I_d$  = Asphalt Price Index during the month in which the material is incorporated into the project.  
 $I_b$  = Asphalt Price Index during the month in which bids were received for this contract.
- The bituminous material adjustments will be calculated monthly utilizing the index for the corresponding month. The adjustments, if warranted will be tabulated for the duration of the contract and submitted for payment at the semi-final or final payment.
- 1.6. The County will utilize the FDOT Fuel & Bituminous Price Index to determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
- 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or *5% or more from when the last previous adjustment was made.*

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4928

County Administrator's Report 10. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Escambia Health Facilities Authority Health Care Bonds (Baptist Hospital)  
2010A - Allocation of Disposition Proceeds

From: Richard Lott, Partner

Organization: McGuireWoods LLP

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Resolution Approving the Escambia Health Facilities Authority Health Care Bonds - Richard Lott, Partner, McGuireWoods, LLP

That the Board adopt, and authorize the Chairman to execute, the Resolution approving for federal income tax purposes the allocation of certain disposition proceeds from the sale substantially of all the assets of The Baptist Manor, Inc. (the "Manor"), a wholly owned subsidiary of Baptist Health Care Corporation ("Baptist Health Care"). Certain improvements to the Manor facilities were refinanced with proceeds of the outstanding Escambia County Health Facilities Authority (the "Authority") Health Care Facilities Revenue Bonds (Baptist Hospital, Inc., Project) Series 2010A (the "Bonds"). The Bonds were not issued by the County and will not obligate the credit of the County or pose any obligation or liability for the County.

#### **BACKGROUND:**

On February 10, 2010, the Authority issued the Bonds, a portion of the proceeds of which were used for the Manor. Baptist Health Care, the parent corporation for the Manor, has determined to sell substantially all of the assets of the Manor, which, for federal income tax purposes, requires certain remedial actions to be taken with respect to the Bond proceeds which were applied for improvements at the Manor (the "Disposition Proceeds"). Baptist Health Care has requested approval of the use of the Disposition Proceeds up to \$10,000,000 for the cost of certain renovations, upgrades and improvements to Baptist Hospital (the "Hospital"), including infrastructure and equipment (the "Facilities") at the main campus of the Hospital (the "New Project") located at 1000 West Moreno Street, Pensacola, Florida 32501. The allocation for federal income tax purposes of the Disposition Proceeds to the New Project requires public approval by an applicable elected representative of the governmental unit on behalf of which such Bonds were issued following a public hearing. The Authority has conducted the public hearing and is requesting that the Board approve the new allocation. Additional details of the proposed allocation of Disposition Proceeds are found in the Report of Hearing Officer.

#### **BUDGETARY IMPACT:**

The Bonds are special, limited obligations of the Authority payable solely out of the revenues derived from one or more loan agreements with the Corporation or its affiliates. The Bonds and interest thereon shall never constitute the debt or indebtedness of the Authority, Escambia County, the State of Florida or any political subdivision or municipality thereof within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida. The Authority does not receive funds from the County, and no funds of the County are expended in connection with the New Project or the Bonds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

In accordance with Chapter 46, Article VII of the Escambia County Code of Ordinances, Richard I. Lott, McGuireWoods LLP, bond counsel for the Authority and the County, will review the documents on behalf of the County to insure that the County does not have any liability or obligation arising out of the approval contemplated herein and in the Resolution.

**PERSONNEL:**

None.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Project in the community improves the prosperity and welfare of the State of Florida and its inhabitants; improves education, living conditions, and health care; increases opportunities for gainful employment and otherwise contributes to the welfare of the State and its inhabitants.

**IMPLEMENTATION/COORDINATION:**

None needed. The approval by the County of the Project will not affect the obligation of the Project to conform to all County zoning, development, land use and other permitting requirements. The County will be fully entitled to address such issues, if any, in the normal course of development of the Project.

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**Attachments**

Resolution

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**RESOLUTION NO. R2013 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO PRIVATE ACTIVITY BONDS; APPROVING THE PROJECT TO WHICH A PORTION OF THE PROCEEDS OF THE AUTHORITY'S OUTSTANDING HEALTH CARE FACILITIES REVENUE BONDS (BAPTIST HOSPITAL INC. PROJECT) SERIES 2010A, MAY BE ALLOCATED FOR FEDERAL INCOME TAX PURPOSES; APPROVING AND RATIFYING THE CONDUCT OF A PUBLIC HEARING WITH RESPECT TO THE ALLOCATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 10, 2010, the Escambia County Health Facilities Authority (the "Authority") issued its Health Care Facilities Revenue Bonds (Baptist Hospital, Inc. Project), Series 2010A (the "Bonds"), a portion of the proceeds of which were used to refinance certain capital improvements to The Baptist Manor, Inc. (the "Manor"); and

**WHEREAS**, Baptist Health Care Corporation, the parent corporation for the Manor ("Baptist Health Care"), has determined to sell substantially all of the assets of the Manor, which, for federal income tax purposes, requires certain remedial actions to be taken with respect to Bond proceeds which were applied for improvements to the Manor (the "Disposition Proceeds"); and

**WHEREAS**, Baptist Health Care has requested approval of the use of the Disposition Proceeds up to \$10,000,000 for the cost of certain renovations, upgrades and improvements to Baptist Hospital, including infrastructure and equipment (the "Facilities"), at its main campus located at 1000 West Moreno Street, Pensacola, Florida 32501 (the "New Project"), all as more fully described in the Notice (herein defined); and

**WHEREAS**, the allocation for federal income tax purposes of the Disposition Proceeds to the New Project requires public approval by an applicable elected representative of the governmental unit on behalf of which such Bonds were issued following a public hearing, and

**WHEREAS**, the Authority conducted a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), on September 12, 2013, at 11:00 a.m., and at such hearing reasonable opportunity was afforded to all interested persons to express their views, both orally and in writing, and the Authority diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

**WHEREAS**, the Board has received the Authority's report of the public hearing, a copy of which is attached hereto as Exhibit "I" (the "Report of Hearing Officer"), and the Board desires to approve the New Project, all pursuant to Section 147(f) of the Code;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA (THE "COUNTY"):**



**SECTION 1. ADOPTION OF FINDINGS.**

The above recitals are adopted by the Board and are true.

**SECTION 2. PUBLIC HEARING NOTICE AND REPORT APPROVED.**

The Board expressly approves and ratifies the public hearing, the Report of Hearing Officer and the form of and the manner of publication of the notice thereof published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on August 29, 2013 (the "Notice"), with respect to the allocation of the Disposition Proceeds to the New Project. The certified affidavit establishing proof of proper publication of the Notice is accepted into the record and attached hereto as Exhibit "A" to the Report of Hearing Officer. Such Notice was reasonably designed to inform residents of the County of the proposed allocation of Disposition Proceeds.

**SECTION 3. NEW PROJECT APPROVED.**

The Board hereby approves the use of the Disposition Proceeds to finance the cost of the New Project as described herein and in the Notice for the purposes herein and therein described.

**SECTION 4. NO LIABILITY OF ESCAMBIA COUNTY; COMPLIANCE WITH ESCAMBIA COUNTY CODE OF ORDINANCES.**

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State of Florida or the United States. The Authority and the Corporation shall comply with the applicable provisions of Chapter 46, Article VII, Section 46-309 and Section 46-310, Escambia County Code of Ordinances, as amended.

**SECTION 5. REPEALING CLAUSE.**

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 6. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption this 16<sup>th</sup> day of September, 2013.

**ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY,  
FLORIDA, THIS 16<sup>TH</sup> DAY OF SEPTEMBER, 2013.**

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

(SEAL)


By: \_\_\_\_\_  
Gene M. Valentino, Chairman

**ATTEST:**

**PAM CHILDERS,  
CLERK OF THE CIRCUIT COURT**

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legality:

By:  \_\_\_\_\_  
County Attorney

**EXHIBIT "I"**  
**REPORT OF HEARING OFFICER**

Exhibit "I"



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4873

County Administrator's Report 10. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Approval to Issue Fiscal Year 2013 - 2014 Purchase Orders in Excess of \$50,000

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000 - David Musselwhite, Information Technology Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

#### **BACKGROUND:**

The issuance of these Purchase Orders during the first week of October 2013 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

#### **BUDGETARY IMPACT:**

Funds are available in the Budget under General Fund (001), Cost Centers 270103, 270109, 270110, 270111 Information Technology

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

## Information Technology POs over \$50K 2013-2014

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	<b>Vendors/Contractor</b>	<b>Amount</b>	<b>Contract Number</b>
A.	Temporary Personnel Solutions Vendor Number: 101274 Temporary Labor Services Fund: 001 Cost Center: 270110	\$150,000	PD 06-07.017
B.	AT&T Vendor Number: 022687 County Metro Ethernet Network/Managed Network VPN Service Fund: 001 Cost Center: 270103	\$200, 000	BCC Approved 06/01/06 03/26/07
C.	Dell Marketing LP Vendor Number: 040517 Hardware/Operating Purchases Fund: 001 Cost Center: 270110	\$150,000	250-000-03-1
D.	IBM Corporation Vendor Number: 090097 Hardware Support & Maintenance, Software Licensing Agreement Fund: 001 Cost Center: 270111	\$60,000	A52KDD
E.	Environmental Systems Research Institute Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 001 Cost Center: 270109	\$60,000	
F.	Kronos Incorporated Vendor Number: 111135 Hardware, Maintenance and Software Support Fund: 001 Cost Center: 270109	\$60,000	252-023-00-0
G.	Cox Communications Vendor Number: 034901 Intenet Services, PRI Services, Metro-E Fund: 001 Cost Center: 270103	\$50,000	
H.	Consolidated Technology Solutions (CTS_America) Vendor Number: Smartcop Maintenance Fund: 001 Cost Center: 270109	\$57,000	



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4912**

**County Administrator's Report 10. 32.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/16/2013

**Issue:** Program Participation Agreement with Pathways for Change, Inc.

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Approval of the Program Participation Agreement with Pathways for Change, Inc., and Escambia County Board of County Commissioners - Gordon C. Pike, Corrections Department Director.

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation and Escambia County, Florida, a political subdivision of the State of Florida (County):

- A. Approve the Agreement; and
- B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2013/2014 up to \$140,000 (the "County Contribution") to the Program. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full-time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include the following: cell phones, travel and training for Program staff, miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations, Program curriculum, night monitors, aftercare services, and transitional housing.

[Funding Source: General Fund, Fund 001, Cost Center 110201, Object Code 58208]

**BACKGROUND:**

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society; the program is commonly referred to as "PFC".

**BUDGETARY IMPACT:**

Funding is available from the General Fund 001, Cost Center 110201, Object Code 58208.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This document has been approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code Ordinances of Escambia County, Florida 1999, Chapter 46, Finance Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

13-14 Part Agreement

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## **PROGRAM PARTICIPATION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of September, 2013, by and between Pathways For Change, Inc. (hereinafter referred to as "PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

### **WITNESSETH:**

**WHEREAS**, PFC, Inc. operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

**WHEREAS**, the County has agreed to contribute certain funds for the benefit of the Program as described more particularly herein; and

**WHEREAS**, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds for the benefit of the Program and said expenditure serves an essential public purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.
2. **Escambia County's Contribution.** The County agrees to contribute up to \$140,000.00 ("County Contribution") to the Program for fiscal year 2013/2014. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation including full time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/ Director of Alumni

(b) Mentor Incentives and Miscellaneous Expenses. Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program; cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2013/2014). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

3. Audit. PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. Annual Report. PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

5. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

6. Term and Termination. The term of this Agreement shall commence on October 1, 2013, and shall terminate on September 30, 2014. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

7. Entire Agreement. This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or written, including without limitation, the Prior Agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the

parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. Funding Contingency. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. Indemnification. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pathways for Change, Inc.	To: Escambia County Corrections Bureau
Attention: Constance Bookman	Attention: Gordon Pike, Bureau Chief
1211 West Fairfield Avenue	2251 North Palafox Street
Pensacola, Florida 32501	Pensacola, Florida 32501

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.

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

12. Compliance with Federal Civil Rights Obligations. If a recipient and/or subrecipient of federal financial assistance, PFC, Inc. shall comply with all applicable federal civil rights obligations, including but not limited to the following:

- a. Federal Civil Rights Laws: Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP

Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

- b. **Americans with Disabilities Act:** Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- c. **Limited English Proficiency (LEP):** In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <http://www.lep.gov>.
- d. **Equal Treatment for Faith-Based Organizations:** Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing “Equal Treatment for Faith-Based Organizations” (“the Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ, and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. **No Retaliation:** As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.

- f. Equal Employment Opportunity Plan: PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.
- g. Findings of Discrimination: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

**IN WITNESS WHEREOF**, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

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

ATTEST: PAM CHLDERS  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
Deputy Clerk

(SEAL)

\_\_\_\_\_  
Gene M. Valentino, Chairman

Approved as to form and legal  
sufficiency.

By/Title: K. M. A. C. A.

Date: 8/30/13

**PATHWAYS FOR CHANGE, INC.**, a Florida  
not for profit corporation

  
Michael Carro, Director

ATTEST:

Patricia Southerland  
Corporate Secretary

(Corporate Seal)





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4919

County Administrator's Report 10. 33.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/16/2013

Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2013-2014 for Various Divisions of the Corrections Department- Gordon C.Pike, Corrections Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department.

#### **BACKGROUND:**

Issuance of these Purchase Orders is necessary to ensure continuity of mission critical services provided by the Corrections Department, whose functions include Law Enforcement related activities. These allocations are included in the Fiscal Year 2013-2014 Budget.

#### **BUDGETARY IMPACT:**

Funding: Fund 175, Care and Custody, Cost Center 290202; Fund 175, Care and Custody, Cost Center 290205; Fund 001, Detention, Cost Center 290401; Fund 114, Community Confinement, Cost Center 290303; Fund 114, Work Release, Cost Center 290305.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Corrections POs in excess of \$50K 2013-2014

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**Escambia County Road Prison:**

	Vendor/Contractor	Amount
1.	US Food Service Vendor #: 210315 Misc. Food Items Fund: 175 Cost Center: 290202 Object Code: 55201	\$150,250
2.	Sysco Foods Vendor #: 196366 Misc. Food Items Fund: 175 Cost Center: 290202 Object Code: 55201	\$100,000
3.	Kimbles Food by Design Vendor #: 110824 Commissary Items Fund: 175 Cost Center: 290205 Object Code: 55201	\$175,000

**Escambia County Corrections (Jail):**

	Vendor/Contractor	Amount
1.	Trinity Services Vendor #: 202723 Misc. Food Items Fund: 001 Cost Center: 290401 Object Code: 55201	\$1,500,000

**Escambia County Community Corrections:**

	Vendor/Contractor	Amount
1.	3M Vendor #: 010097 Electronic Monitoring Fund: 114 Cost Center: 290303 Object Code: 53401	\$250,000
2.	Trinity Services Vendor #: 202723 Meals for Work Release Inmates Fund: 114 Cost Center: 290305 Object Code: 53401	\$200,000
3.	Securitas Security Services Vendor #: 191895 Security Services Fund: 114 Cost Center: 290305 Object Code: 53401	\$100,000





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4911

County Administrator's Report 10. 1.

BCC Regular Meeting

Discussion

Meeting Date: 09/16/2013

Issue: Reappointment/appointment of the BCC Representative to the Merit System Protection Board

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the BCC Representative to the Merit System Protection Board - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the reappointment/appointment of the Board of County Commissioners' (BCC) Representative to the Merit System Protection Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Sharon McHarris, for a two-year term, effective October 1, 2013, through September 30, 2013;

**OR**

B. Appoint Bill Gahlenbeck for a two-year term, effective October 1, 2013, through September 30, 2015.

#### **BACKGROUND:**

Due to the establishment of the Merit System Protection Board defined in Ordinance 2005-38, the Board of County Commissioners shall select one member of this five member Board. The Human Resources Department requests the Commissioners to select a nominee from the attached resumes.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with Section IB, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Sharon McHarris Resume

Bill Gahlenbeck Resume

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7543 Lillie Lane  
Pensacola, FL 32526

Home (850) 941-8056  
Work (850) 444-6614  
Fax (850) 444-6742  
E-mail: [spmehar@a.southernco.com](mailto:spmehar@a.southernco.com)

## Sharon McHarris

To provide exceptional value and direction as a creative and innovative leader within our city and the communities we serve.

### Objective

### Southern Company Experience

#### 04-2002 – Present    Gulf Power Company    Pensacola, FL Employee Relations Analyst, Staff

- Completion of internal investigations including interviews with employees, supervisors or managers; resolution and presentation of recommendations to management regarding appropriate discipline when needed; provide leadership and guidance to management in accessing need for discipline/counseling/termination for active employees.
- Manage Equal Employment Opportunity Program for Gulf Power Company. Responsibilities include timely completion of EEO investigations and resolution, EEO-1 report analysis and completion, FCHIR charge investigations and analysis, writing of position papers and completion of document requests.
- Manage Affirmative Action Program for Gulf Power Company. Responsibilities include AAP Plan administration, formal and informal presentations to departmental staff regarding goal status, consulting with executive management, their direct reports and first line managers regarding setting of goals and goal performance.
- Manage Unemployment Compensation Claim process for Gulf Power Company. Responsibilities include successful presentation of Gulf Power Company's case regarding claimant requests for unemployment compensation; effectively support Company attorneys in presenting Gulf Power case in matters of re-determinations and appeals.
- Co-management of Gulf Power Company Discipline Program. Responsibilities include consultation with Employee Relations Manager, review of discipline documentation; establishing set and deactivation dates for discipline documents, timely and accurate communication to management regarding need for deactivation of discipline documents from employee files.

#### 1998– 03-2002    Gulf Power Company    Pensacola, FL Senior Customer Service Analyst

- Served as liaison between Gulf Power Company and the Florida Public Service Commission in Consumer Affairs issues including handling of Commission inquiries and representation of Gulf's position during Public Service Commission meetings.
- Served as Industry Taskforce team member with the Florida Public Service Commission.
- Developed and managed the implementation of Gulf Power Company's Medically Essential Service Program.
- Developed and managed Special Projects regarding Customer Operations and Customer Service including Meter Reading Rerouting and Site Setups.

**1995–1998                      Gulf Power Company                      Atlanta, GA**

**CSS, Project Specialist**

- Managed CSS issues for Gulf Power while providing leadership on the CSS Project Team.
- Served as contributing team member during the Design, Testing and Implementation phases of CSS for Gulf Power.
- Served as contributing team member during the Programming Phase of the CSS project in St. Petersburg, FL to provide critical operating company analysis and input.

**1992–1995                      Gulf Power Company                      Pensacola, FL**

**Supervisor Of Customer Service Center**

- Provided successful leadership while working with our Customer Service Representatives in providing World Class Customer Service for internal and external customers.
- Served a catalyst for improved communications among Customer Service organizations within Southern Company as a member of the System Customer Service Team.

**1988–1992                      Gulf Power Company                      Pensacola, FL**

**Supervisor Of Collections**

- Provided overall leadership for the Collections function for the Pensacola District.
- Facilitated successful transition to On-Line Cash System at all cash locations including Gulf's main office and satellite locations in Pensacola District.

**1984–1988                      Gulf Power Company                      Pensacola, FL**

**Supervisor Of Customer Records**

- As Team Leader, ensured accurate and timely adjustment for accounts flagged for billing review.
- Managed Records Department work practices transition during Meter

Reading department change from paper documents to hand-held meter reading devices.

- Developed and maintained good relationships with city and county inspectors, permitting offices, builders and other external customers.

**1976–1984**                      **Gulf Power Company**                      **Pensacola, FL**

**Customer Service Representative**

- Provided outstanding customer service to all customers, both internal and external.
- Provided training and motivation for new and existing customer service representatives.

**Education**

- Bachelors Degree, Human Resource Management, Faulkner University, Montgomery, AL

**Community  
Involvement**

- Member of SHRM (Society for Human Resource Management, National and Local Chapter)
- Citizens Advisory Board Member, Pensacola Police Department 2009-2011, past member
- Program Director, Next Steps Youth Organization, 2008-2010

## Bill Gahlenbeck

### **Goal: Appointee to the Merit System Protection Board**

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### **Experience**

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1942-1945

United States Army Air Corps

- B-29 bomber tail gunner during World War II

January 1952 thru  
August 1957

Sinclair Oil Company

- Employed as a sales manager buying and selling service station sites for five years

August 1957 thru  
August 1991

The Medical Center Clinic

- Employed for 34 working in administration for 147 doctors, a medical group practice specializing in public and government relations. I retired in August 1991.

### **Education**

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Graduated in 1943

Pensacola High School

Pensacola, Florida

- Received high school diploma

January 1948 thru  
January 1951

Florida State University

- Received a BS in Business
- 

### **References**

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(1) Mr. Charles Carlan; (2) Mr. Fred Levin; (3) Mr. Eric Nickelsen; (4) Mr. E. W. Hopkins;

(5) Mr. Ed Chadbourne; (6) Ms Carol Carlan; (7) Ms. Debbie Brown; (8) Dr. and Mrs. P.C. Wu

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4842

County Administrator's Report 10. 2.

BCC Regular Meeting

Discussion

Meeting Date: 09/16/2013

Issue: Renewal of Agreement with Pensacola Bay Transportation Company to provide Paratransit Transportation Services

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Renewal of an Agreement with Pensacola Bay Transportation Company, LLC, to Provide Paratransit Transportation Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve an extension of the Agreement to Provide Paratransit Transportation Services between Escambia County and Pensacola Bay Transportation Company, LLC, effective October 1, 2013, through December 31, 2013, to provide ADA (Americans with Disabilities Act of 1990) complimentary paratransit service to individuals with disabilities, as required by the Americans with Disabilities Act and State Service Plans.

[Funding for the Agreement is from Fund 104, Mass Transit, and is included in the Escambia County Area Transit (ECAT) Fiscal Year 2013-2014 Budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal and State funding sources, such as the Federal Transit Administration and Florida Department of Transportation]

#### **BACKGROUND:**

Escambia County, the provider of fixed-route transit service through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide ADA complementary paratransit service within 3/4 of a mile of existing bus routes. Pensacola Bay Transportation Company is the current Community Transportation Coordinator (CTC) designated by the Florida Commission for Transportation Disadvantaged and, under their jurisdiction, are responsible to function as per the Transportation Disadvantaged Service Plan (TDSP), providing the Medicaid and non-sponsored service.

The original agreement with Pensacola Bay Transportation Company to provide ADA complementary paratransit service was effective for a term beginning on October 1, 2011, and expiring on September 30, 2012, with the option to renew for two additional one-year terms. On September 17, 2012, the Board of County Commissioners approved a one-year extension of the Agreement, making the effective date October 1, 2012, through September 30, 2013.

At this time, staff is asking the Board of County Commissioners (BOCC) to approve extending

the Agreement, making the Agreement effective from October 1, 2013, to December 31, 2013. This three month extension will allow the needed additional time (considering the recent issues and complaints) to modify the current contract. Modifications and/or amendments will include new reporting requirements for Pensacola Bay Transportation Company, performance standards, maintenance requirements for vehicles, initiating a new 24/7 "hot-line" for complaints/issues, initiating a grievance process for system users, changing outdated terms, and any other requirements as outlined by Escambia County. Prior to December 31, 2013, staff will bring an amended Agreement to the Board along with an extension request to make the amended Agreement effective through June 30, 2014. Extending this Agreement through June 30, 2014, allows all future contracts [ADA and CTC (Medicaid and non-sponsored service)] to have the same beginning and ending dates.

If it is the BOCC's willingness to become the CTC beginning July 1, 2014, (re: a separate BOCC Recommendation), staff would then issue a request for proposal (RFP) an operator to provide the CTC services (Medicaid and non-sponsored), as well as the ADA complementary paratransit service. County oversight of these services would ensure an improved paratransit service within Escambia County. If the BOCC decides not to become the CTC, the RFP would be only for an ADA complementary paratransit service provider. Our anticipated timeframe for the RFP, whether for ADA complementary paratransit service provider or for a combined ADA and CTC (Medicaid and non-sponsored service) provider, would be from December 15, 2013, through April 15, 2014.

**BUDGETARY IMPACT:**

Funding for the Agreement is from Fund 104, Mass Transit, and is included in ECAT's FY 2013/14 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from federal and state funding sources, such as the Federal Transit Administration and Florida Department of Transportation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Mass Transit Element of the BCC Comprehensive Plan. Board policy requires the approval of all such agreements.

**IMPLEMENTATION/COORDINATION:**

The Transportation & Traffic Operations Division and ECAT staff will administer the Agreement and will coordinate with Pensacola Bay Transportation Company on the required transportation services.

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**Attachments**

Pensacola Bay Letter  
Paratransit Contract

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3100 McCormick Street • Pensacola, FL • 850 476-8130

August 26, 2013

Larry Newsom  
Assistant County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

Dear Mr. Newsom:

As you know, Pensacola Bay Transportation provides ADA complementary paratransit services for Escambia County and has been its Community Transportation Coordinator (CTC) since 2004 (from December 1, 2003 through June 30, 2004 on an emergency basis).

Pensacola Bay Transportation would be pleased to continue as the ADA complementary paratransit service provider for Escambia County and respectfully request your consideration in renewing our agreement to provide paratransit transportation services with an extension from October 1, 2013 to December 31, 2013 and once the agreement has been reviewed/updated renew the agreement from January 1, 2014 to June 30, 2014.

We thank you for your consideration in this matter. If you have any questions or need any additional information, please feel free to contact me at 850-476-8130 x216 or at [jgrigsby@pensacolabaytransportation.com](mailto:jgrigsby@pensacolabaytransportation.com)

Sincerely,

A handwritten signature in black ink that reads "Janice Grigsby". The signature is fluid and cursive, with the first name "Janice" being larger and more prominent than the last name "Grigsby".

Janice Grigsby  
General Manager

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

##### 1-5. Approval of Various Consent Agenda Items – Continued

3. Approving a one-year extension of the *Agreement to Provide Paratransit Transportation Services* between Escambia County and Pensacola Bay Transportation Company, LLC, effective October 1, 2012, through September 30, 2013, to provide transportation services to disabled persons, as required by the Americans with Disabilities Act and State Service Plans; Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes; in accordance with Florida Statutes, Chapter 427, Pensacola Bay Transportation Company is the current Community Transportation Coordinator designated by the Transportation Planning Organization for Escambia County and is responsible to function as per the Transportation Disadvantaged Service Plan; the original agreement with Pensacola Bay Transportation Company to provide paratransit transportation services was effective for a term beginning on October 1, 2011, and expiring on September 30, 2012, with the option to renew for two additional one-year terms (funding for the Agreement is from Fund 104, Mass Transit, and is included in ECAT's Fiscal Year 2012-2013 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal and State funding sources, such as the Federal Transit Administration and Florida Department of Transportation).
4. Approving the *Request for Disposition of Property* Form for the Escambia County Health Department, for property unable to be located, all of which is described and listed on the Health Department Inventory List.
5. Approving the scheduling of a Public Hearing for October 4, 2012, at 5:32 p.m., for the purpose of receiving comments concerning the Fiscal Year 2013 Escambia County Area Transit (ECAT) Disadvantaged Business Enterprise (DBE) Goals; U.S. Code 49, Code of Federal Regulations (CFR), Parts 23 and 26, require the establishment of an ECAT DBE Program to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field, and foster equal opportunity in U.S. Department of Transportation assisted contracts; essential requirements of the DBE program include the establishment of an annual goal and public participation in the process; this goal applies only to federally assisted ECAT procurements.



Board of County Commissioners • Escambia County, Florida

Colby Brown, P.E.  
Program Director  
Transportation & Traffic Operations

CERTIFIED MAIL

June 18, 2012

Ms. Margie Wilcox, President  
Pensacola Bay Transportation Company, LLC  
3100 McCormick Street  
Pensacola, FL 32514

RE: Paratransit Service Contract – Change in County's Contract Manager

Dear Ms. Wilcox:

As you may know, Escambia County has recently contracted with First Transit to manage Escambia County Area Transit. Under this new contract, Mary Lou Franzoni, General Manager, First Transit is the current coordinator for Escambia County.

According to paragraph 1.4 of the Paratransit Service Contract, "any modification or substitution of contract managers' names or accompanying addresses shall be made in writing to the other party in the manner provided for Notices above".

If you have any questions or need additional information, please feel free to contact me at 595-3404.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colby Brown", is written over a horizontal line.

Colby Brown, P.E.  
Program Director

c: Chairman, Escambia County Disadvantaged Coordinating Board c/o WFRPC  
Commissioner Marie Young, District 3  
Larry Newsom, Assistant County Administrator  
Joy D. Blackmon, P.E., Public Works Dept. Director / County Engineer  
Mary Lou Franzoni, General Manager, ECAT  
Kristin Hual, Assistant County Attorney  
Paul Nobles, Purchasing Department



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-3176

County Administrator's Report 10. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/17/2012

Issue: Renewal of Agreement with Pensacola Bay Transportation Company to provide Paratransit Transportation Services

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval: *Charles R. Oliver*

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#### **RECOMMENDATION:**

Recommendation Concerning the Renewal of an Agreement with Pensacola Bay Transportation Company to Provide Paratransit Transportation Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a one-year extension of the Agreement to Provide Paratransit Transportation Services between Escambia County and Pensacola Bay Transportation Company, LLC, effective October 1, 2012, through September 30, 2013, to provide transportation services to disabled persons, as required by the Americans with Disabilities Act and State Service Plans.

Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes. In accordance with Florida Statutes, Chapter 427, Pensacola Bay Transportation Company is the current Community Transportation Coordinator (CTC) designated by the Transportation Planning Organization (TPO) for Escambia County and is responsible to function as per the Transportation Disadvantaged Service Plan (TDSP).

The original agreement with Pensacola Bay Transportation Company to provide paratransit transportation services was effective for a term beginning on October 1, 2011, and expiring on September 30, 2012, with the option to renew for two additional one-year terms.

[Funding for the Agreement is from Fund 104, Mass Transit, and is included in ECAT's Fiscal Year 2012-2013 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal and State funding sources, such as the Federal Transit Administration and Florida Department of Transportation.]

**BACKGROUND:**

Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes. In accordance with Florida Statutes, Chapter 427, Pensacola Bay Transportation Company is the current Community Transportation Coordinator (CTC) designated by the Transportation Planning Organization (TPO) for Escambia County and is responsible to function as per the Transportation Disadvantaged Service Plan (TDSP).

The original agreement with Pensacola Bay Transportation Company to provide paratransit transportation services was effective for a term beginning on October 1, 2011 and expiring on September 30, 2012, with the option to renew for two additional one-year terms.

**BUDGETARY IMPACT:**

Funding for the Agreement is from Fund 104, Mass Transit, and is included in ECAT's FY 2012/13 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from federal and state funding sources, such as the Federal Transit Administration and Florida Department of Transportation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Mass Transit Element of the BCC Comprehensive Plan. Board policy requires the approval of all such agreements.

**IMPLEMENTATION/COORDINATION:**

The Transportation & Traffic Operations Division and ECAT staff will administer the agreement and will coordinate with Pensacola Bay Transportation on the required transportation services.

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**Attachments**

Paratransit Agreement

ADA Letter

**AGREEMENT TO PROVIDE PARATRANSIT TRANSPORTATION  
SERVICES**

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of October, 2011, by and between the **Escambia County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "**County**") and **Pensacola Bay Transportation Company, LLC**, a Florida Limited Liability Company authorized to conduct business in the State of Florida (hereinafter referred to as the "**Coordinator**"), whose federal identification number is 593743711, and whose principal address is 3100 McCormick Street, Pensacola, Florida 32514.

**WITNESSETH:**

**WHEREAS**, the Americans with Disabilities Act of 1990 (the "**ADA**") provides that certain public entities make available fixed route mass transportation services and Complimentary Paratransit services to the public, and to fulfill this need the County duly approved the Escambia County ADA Transportation Policy (the "**ADA Policy**") and the ADA Paratransit Plan Update (the "**ADA Plan**") as prepared by Escambia County Area Transit ("**ECAT**"); and,

**WHEREAS**, the Pensacola–Alabama Transportation Planning Organization (the "**TPO**") as official planning agency, in cooperation with the Escambia County Transportation Disadvantaged Coordinating Board (the "**TDCB**"), issued a Request for Proposals ("**RFP**") for local firms to be considered for the position of Escambia County Community Transportation Coordinator (the "**CTC**," the "**Coordinator**") to which the Coordinator duly responded and was subsequently approved, after investigation, by the TPO and the TDCB, and by the Florida Commission for the Transportation Disadvantaged (the "**TDC**") on July 1, 2009; and

**WHEREAS**, the Coordinator has exhibited the managerial and technical ability to encourage participation by transportation disabled individuals and to provide a level of services desired to be achieved under the ADA Plan and the state service plan (the "**TDC Service Plan**") developed under and exhibited to the State of Florida Transportation Disadvantaged Commission Memorandum of Agreement to be entered into between the Coordinator and the TDC (the "**TDC Agreement**"), and the County is desirous of entering into a like Agreement with the Coordinator; and

**WHEREAS**, the Coordinator desires to provide the transportation services described herein, and the County desires to engage the Coordinator to manage and implement the ADA/TDC/Section 5311 Non-Urbanized Area Transportation Programs (hereinafter referred to collectively as the "**Program**" or "**Programs**") in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the Coordinator for this purpose, which is in the best interests of the residents of Escambia County, Florida.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I**  
**Supervision**

1. The Coordinator agrees to perform the required services under the general coordination of the TPO, TDCB, and of ECAT as the designated agent for Escambia County, Florida.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement, attending regular meetings with the Coordinator, TDCB and ECAT, are hereby designated as follows:

County: Mr. W. Kenneth Gordon, General Manager  
Escambia County Area Transit  
1515 West Fairfield Drive  
Pensacola, Florida 32501  
(850) 595-3228, Ext. 214

TDCB: Ms. Marie Young, Chairman  
Escambia County Transportation Disadvantaged Coordinating  
Board  
c/o West Florida Regional Planning Council  
P. O. Box 11399  
Pensacola, Florida 32524-1399  
(850) 332-7976

1.2 The contract coordinator for Pensacola Bay Transportation Company, LLC, shall be as follows:

Coordinator: Ms. Margie Wilcox, President  
Pensacola Bay Transportation Company, LLC  
3100 McCormick, Street  
Pensacola, Florida 32504  
(850) 476-8130

1.3 All Notices required herein to be given, made or sent shall be deemed to have been given, made or sent when posted with the U.S. Postal Service, certified mail, return receipt requested, and properly addressed to each of the contract managers shown in Paragraph 1.1 above.

1.4 The parties agree that any modification or substitution of contract managers' names or accompanying addresses shall be made in writing to the other party in the manner provided for Notices above.

**ARTICLE II**  
**Scope of Services**

2. The Coordinator agrees to implement the Program according to the provisions of the state TDC Agreement including the TD Service Plan (EXHIBIT I) (Attached).

2.1 The Coordinator shall provide all services required under the ADA Policy directly to qualified disabled individuals, including transportation services, applications and informational services, reporting services and accountability for expenses and fare collections.

2.2 ECAT shall provide to Coordinator a list of persons currently eligible under federal law, including 49 CFR, Part 37, who shall be authorized by ECAT, on behalf of the County, to participate in the ADA Paratransit Program ("Participant(s)", "User(s)", "Rider(s)"), and such list shall provide the following information, if available:

- a) Name, age, address and telephone number;
- b) Social security number for identification purposes;
- c) Brief description of disability; and
- d) Ambulatory or wheelchair (if client can transfer to seat).

2.3 ECAT, as agent for the County, shall be responsible to determine eligibility under governing federal law and guidelines, and to authorize any Rider to receive the benefit of services under the ADA/TDC/5311 Programs. ECAT reserves the right to rely upon information provided by the Coordinator, and/or any other designated Certifying Agency, in determining eligibility. After determining eligibility of an applicant, ECAT shall contact the Coordinator within a reasonable time with its decision, which shall be binding and final. Qualification and eligibility shall be determined under the federal guidelines at 49 CFR, Part 37, §§37.123-.125, which are hereby incorporated by reference into this Agreement as if fully set forth herein.

2.4 The Coordinator shall abide by all provisions of Chapter 427, Florida Statutes, and Rule 41-2 as promulgated by the State of Florida Transportation Disadvantaged Commission in its performance under this Agreement. Chapter 427, Florida Statutes, and Rule 41-2, F.A.C., are each incorporated for all purposes into this Agreement as if fully set forth herein.

2.5 In addition to quarterly reports required under Article IV below, the Coordinator is responsible for preparation of "National Transit Database" (NTD) Reports" required in connection with services provided under this Agreement in the form described under the Federal Transit Administration Act of 1964, as amended (the "FTA Act").

2.6 The Coordinator shall maintain all books, records and documents according to generally accepted accounting practices and procedures, and shall reflect all expenditures of funds provided hereunder, collection of fares, calculation of trip mileage and other costs associated with the ADA/TDC/5311 Programs.



2011-001130 BCC  
Oct. 20, 2011 Page 7

2.7 The Coordinator shall make all records, documents, reports, audits, books and ledgers containing information in connection with the Program available and subject at all reasonable times to inspection, review and audit by federal, state or local officials, or their respective representatives as authorized by the County.

2.8 The Coordinator shall be responsible to collect fares established in coordination with the contract managers and the TPO, and which shall be set forth in an Escambia County Paratransit Rate Schedule ("Fare Schedule") approved by the contract managers. This Fare Schedule may be altered with the approval of all contract managers from time to time, but shall be subject to quarterly review when altered.

2.9 Coordinator shall implement a program for providing paratransit services for non-sponsored citizens in the non-urbanized areas of Escambia County under the appropriate regulations for Federal Transit Administration (FTA) Section 5311 funding as administered by Florida Department of Transportation (FDOT) regulations, and shall comply with all requirements of the appropriate Joint Participation Agreement (JPA) for the project.

2.10 County agrees to apply for a JPA with FDOT to provide Federal Section 5311 funding for the non urbanized area transportation program, and to disburse the funds from Fund 104, the Mass Transit Operating Fund for Escambia County Area Transit (ECAT), as legally established within the budget accounts and records of County.

### ARTICLE III Funding

3. The County agrees to pay reimbursements for costs to Coordinator in a total amount not expected to exceed \$1,104,985 payable solely from available ADA/TDC/5311 Programs, subject to possible reduction under Section 3.7 hereof.

3.1 The County agrees to transfer the ADA/TDC/5311 Program funds to its agent the ECAT, which shall be responsible to disburse the funds from Fund No. 104, the Escambia County Mass Transit Operating Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay monthly installments of the amount allocated in paragraph 3. above over the period of this contract to the Coordinator for its costs, subject to submission of all documentation with respect to Rider eligibility, trip information and other substantiation of costs and approvals described in the TDC Service Plan in EXHIBIT I, and any other relevant documentation requested by the contract managers.

3.3 The method of payment shall be monthly, based upon the periodic submission of invoices totaling its reimbursable costs and collections totals as calculated by the Coordinator. Reimbursable costs shall be computed as described in the TDC Service Plan contained in EXHIBIT I. Supplemental information needed for reimbursement

shall also be provided by the Coordinator. Verification of costs and expenditures is expected to require thirty (30) days, and payment shall be made promptly upon such verification.

3.4 The Coordinator shall be responsible to collect fares as established in the Fare Schedule described in paragraph 2.8 above. Daily collections shall be documented and their receipt verified by both the individuals responsible for collecting from Riders and by the Coordinator. Such verification need not be submitted with monthly invoices, so long as it is available for inspection together with like documentation.

3.5 The Coordinator shall be responsible to promptly repay overpayments made by the County for expenditures not authorized to be paid by the County, disallowed or unearned under this Agreement.

3.6 The Coordinator shall prepare and submit an invoice to the County each month together with all supplemental information to substantiate the listed costs and expenditures. The invoice will show an offset, or deduction, for fares collected and calculated through the date of the invoice. Invoices shall be due on or before the fifteenth (15th) day of the first month following the month in which service was delivered, and shall be due on or before the fifteenth (15th) day of each succeeding month thereafter. Failure to submit an invoice or to explain such failure, after Notice of Demand for the same made by the County, shall relieve the County of responsibility for costs incurred during the previous billing cycle which were known or should have been known to the Coordinator.

3.7 Upon receipt of an Invoice and supplemental information, the County shall review the complete submission, request further information as needed, Notice the Coordinator of any amounts in dispute and submit the invoice to the appropriate official for payment. The County reserves the right to withhold payment of any expense or other amount in dispute until the matter is resolved, but payment of the undisputed portion of an invoice and acceptance of such payment shall not be deemed a waiver by the County or the Coordinator of a claim to any unresolved amount withheld and unpaid.

#### **ARTICLE IV** **Reporting**

4. The Coordinator shall assemble and provide copies of a Quarterly Report to the County (ECAT), including a listing of trip information, current Rider list, a narrative summary of progress and a statement of quarterly cost totals.

4.1 The Coordinator shall use a form of Quarterly Report which is approved by the contract managers.

4.2 The Quarterly Report shall be due quarterly before each quarterly meeting, based on the date of commencement of this Agreement (November 28, 2011, February 27, 2012, May 27, 2012 and August 28, 2012), and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received

by the contract managers.

4.3 This Quarterly Report is due on the 1st day of each subsequent quarter, unless the quarterly meeting is held thereafter, in which case the report shall be due seven (7) days in advance of said meeting date, or if an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all ADA/TDC/5311 Program activities undertaken during the previous quarter.

4.4 The Coordinator shall provide the County with additional information as may be required by state or federal agencies to substantiate ADA/TDC/5311 Program activities, client or rider eligibility, trip information or Program expenditures.

4.5 The Coordinator is also responsible to submit National Transit Database (NTD) reports required by the federal government as described in paragraph 2.5 above. These reports, for the fiscal year ending September 30, will be submitted to ECAT prior to November 30. Any additional reports or verifications requested by ECAT from the Coordinator will constitute an additional expense based upon preparation and personnel time.

#### **ARTICLE V** **Indemnification**

5. The Coordinator shall act as an independent contractor, and not as an employee of the County, ECAT or as the designated Agent of the County in providing the aforementioned service. The Coordinator shall hold harmless Escambia County, ECAT and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Coordinator'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 or insurance.

5.1 The Coordinator shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County shall be named as an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. The Coordinator shall at all times during the tenure of this Agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Coordinator in managing and implementing the activities described herein with combined single limits of \$1,000,000 including coverage for bodily injury, broad form property damage,

personal injury, contractual liability, and independent contractors.

b. Automobile liability with combined single limits of \$300,000 if applicable, including bodily injury and property damage arising out of operation, maintenance or use all owned, hired and non-owned vehicles.

c. All workers' compensation and employers liability insurance required by applicable Florida law, and the responsibility of the coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Coordinator shall have certificates of insurance forwarded to:

Mr. W. Kenneth Gordon, General Manager, ECAT  
1515 West Fairfield Drive  
Pensacola, Florida 32501

Escambia County  
Office of Risk Management  
221 Palafox Place  
Pensacola, Florida 32502; and

The Certificate will show the County and the City of Pensacola as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewable or adverse change or restriction in coverage. If required by the County, the Coordinator shall furnish copies of the Coordinator's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any working which would make notification of cancellation, adverse change or restriction in coverage to the County an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Coordinator shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Coordinator shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations:

5.1 The Coordinator required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Coordinator's coverage. The Coordinator's policies of coverage will be considered primary as related to all provisions of the Agreement.

5.3 The Coordinator agrees to pay on behalf of the County and the City, 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 paragraph 5.1 of this Agreement.

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.

The Coordinator and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Coordinator agrees to indemnify and hold harmless the County, City of Pensacola, ECAT, TDAC and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Coordinator, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the prosecution of the work defined in this Agreement. Further, the Coordinator assumes all legal and financial liability and the direct responsibility for assuring full and complete employee training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

#### **ARTICLE VI** **Contract Period and Termination**

6. This Agreement shall be effective for the period beginning the 1st day of October 2011, and shall terminate on September 30, 2012, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation. Upon mutual agreement of the parties, this Agreement may be extended up two (2) additional one year terms. In no event shall the Agreement extend beyond three (3) years in duration after exercising all options for renewal.

6.1 Provided, that if the contract managers agree that Coordinator has failed to satisfactorily perform its duties as set forth herein, or in the event that ADA/TDC/5311 Program funds fail to be or cease to be provided to the County, then the County may terminate this contract upon no less than twenty-four (24) hours written Notice to the Coordinator without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The County determination as to lack of funds shall be a final authority and determination of the same.

6.3 The Coordinator shall be subject to a performance review by the Escambia County Transportation Disadvantaged Coordinating Board (TDCB), or a subcommittee thereof, and ECAT at three (3), six (6) and nine (9) month intervals based upon the effective date of this Agreement. Prior to each review the Coordinator shall submit its Quarterly Report described under Article IV hereof.

6.4 The three (3) month review will be advisory in nature and designed to assist the Coordinator in identifying impediments to effective implementation of the Program. A written performance report shall be provided by the TDCB to the Coordinator at the three (3) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Coordinator to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide Notice of impending termination.

6.5 The six (6) month review shall examine the Coordinator's level of accomplishment with respect to the ADA/TDC/5311 Program services and ADA Plan objectives stated in EXHIBIT 1 of this Agreement. If, at the six (6) month interval, the Coordinator has failed to meet a satisfactory level of performance or trip participation, or if the number of Riders falls clearly short of projected or expected trip estimates given in the EXHIBITS, the funds stipulated in Article III, this Agreement may be unilaterally amended to reduce the funding to reflect an amount which is a more realistic estimate of the Program needs, and the difference may be used for advertisements or methods to increase awareness of the availability of the ADA/TDC/5311 Programs as determined to be needed by the contract managers. If sufficient public awareness has already been achieved the contract managers may approve other methods of providing like services as recommended by the Coordinator, and reinstate full funding to implement such measures. Funds removed from availability shall be reallocated for other ADA/TDC/5311 Program activities.

6.6 The nine (9) month review shall examine the participation achieved under the Program, review concerns of any party and prepare for finalizing the Program.

#### **ARTICLE VII** **Accountability**

7. The Coordinator will maintain personnel, financial, individual rider, trip mileage and other records and accounts as necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be kept and maintained, subject to inspection, review, or audit for a period of three (3) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, the Florida Transportation Disadvantaged Commission, the Federal Transit Administration, the Comptroller General of the United States, or their representatives; or the Coordinator shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Coordinator shall be fully and directly responsible for the proper expenditure of all ADA/TDC/5311 Program funds provided to the Coordinator under this

Agreement. In the event of misappropriation of ADA/TDC/5311 Program funds or the use of ADA/TDC/5311 Program funds for ineligible expenditures by the Coordinator, said Coordinator shall be responsible for immediate repayment of improperly expended ADA/TDC/5311 Program funds to the County or the State of Florida, as may be required. In cases of misappropriation of funds the County may, at its sole discretion, declare the Coordinator ineligible for consideration for future projects and programs involving local, state or federal funding.

#### **ARTICLE VIII** **Nepotism**

8. The Coordinator agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

#### **ARTICLE IX** **Civil Rights and Anti-Discrimination**

9.1 The Coordinator agrees 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 its 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.

9.2 All services associated with this project shall be made available to the public in a non-discriminatory manner. Within the eligibility parameters established under federal law, services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Coordinator accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.3 The Coordinator 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 Coordinator agrees to post in a conspicuous place Notices setting forth the provision of this Equal Employment Opportunity clause.

9.4 The Coordinator shall safeguard information concerning any Rider or applicant for services under the ADA/TDC/5311 Programs and shall insure that no information is used or disclosed for any purpose not in conformity with state regulations (HRSM 50-1) or federal regulations (45 CFR, §205.5), except upon the written approval of the Rider, the applicant or such person's responsible parent or guardian when authorized by law. In any event when such information is disclosed, the circumstances involved with the event shall be reported to the County in writing through ECAT.

**ARTICLE X**  
**Program Income**

10. Income from fares collected is anticipated to result from the transportation services provided under the ADA/TDC/5311 Programs. Fares shall be collected from authorized riders by the Coordinator and deducted at least monthly from invoices submitted to the County for payment. Fare amounts collected but not deducted from invoice payment requests, whether by error or miscalculation, shall be forwarded promptly to ECAT for deposit into the Escambia County Transit Fund described in paragraph 3.1 above. Any additional program income generated by Program activities shall be deposited into the same Fund and used to provide additional assistance in the future, in accordance with the requirements of Chapter 427, Florida Statutes.

**ARTICLE XI**  
**Uniform Requirements**

11. The Coordinator shall comply with applicable provisions of the uniform requirements described in Chapter 427, Florida Statutes with regard to management and implementation of the ADA/TDC/5311 Programs.

A. The Coordinator agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

B. Funding for this procurement will include federal capital assistance for ADA paratransit operating costs from the Federal Transit Administration (FTA) and is considered to be a Third Party Contract in accordance with the guidelines established in FTA Circular C 4220.IE. This Circular requires that the following contract provisions be included in all contracts for the procurement of supplies, equipment and services.

11.1 BREACHES AND DISPUTE RESOLUTION. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County, the County Administrator. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Coordinator mails or otherwise furnishes a written appeal to the County Administrator. In connection with any such appeal, the Coordinator shall be afforded the opportunity to be heard and to offer evidence in support of its position. The decision of the County Administrator shall be binding upon the Coordinator and the Coordinator shall abide by the decision.

A. Performance during Dispute. Unless otherwise directed by the County, Coordinator shall continue performance under this Contract while matters in dispute are resolved.

B. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his



employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

C. Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Coordinator arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

D. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Coordinator shall constitute a waiver of any right or duty afforded them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 11.2 TERMINATION

A. For Convenience. The County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

B. For Default. If the Coordinator fails to pick up the designated passengers or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Coordinator fails to comply with any other provision of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Coordinator a Notice of Termination specifying the nature of the default. The Coordinator will only be paid the contract price of services performed in accordance with manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Coordinator was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

## 11.3 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The Coordinator agrees to comply with applicable transit employee requirements as follows:

A. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Coordinator agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U. S. Secretary of Labor to be fair and equitable to protect

the interests of employees employed under the contract and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Coordinator agrees to carry out that work in compliance with the terms stated in that DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals with disabilities authorized by 49 U.S.C. §5310(a) (2), or for projects for nonurbanized areas authorized by 49 U.S.C §5311. Alternate provisions for those projects are set forth in subsections B and C of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310 (a)(2) for elderly individuals and individuals with disabilities. If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. §5310 (a)(2), and if the Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C §5333(b) are necessary or appropriate for the state and public body subrecipient for which work is performed on the underlying contract, the Coordinator agrees to carry out the Project in compliance with the terms and conditions determined by the Secretary of Labor to meet the requirements of 49 U.S.C §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in Grant Agreement or Cooperative Agreement with the State. The Coordinator agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Coordinator agrees to comply with terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

D. The Coordinator agrees to include the any applicable in each subcontract involving transit operations financed in whole or in part with Federal assistance provided FTA.

#### 11.4 ENERGY CONSERVATION REQUIREMENTS

The Coordinator agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC §§6322, et seq.).

## **11.5 CLEAN WATER REQUIREMENTS**

The Coordinator agrees to comply with mandatory standards orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. The Coordinator agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

## **11.6 CERTIFICATION OF RESTRICTION ON LOBBYING**

The undersigned Coordinator certifies, to the best of his/her knowledge and belief, that:


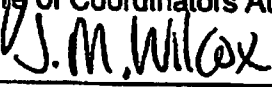
A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 instruction as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed.Reg. §1413 (1/19/96).

C. 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 grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352, (as amended by the Lobbying Disclosure Act of 1995). 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.

Pensacola Bay Transportation Company, LLC, the Coordinator, certifies or affirms the truthfulness and accuracy each statement of its certification and disclosure, if any. In addition, the Coordinator understands and agrees that the provisions of 31 U.S.C. §§3801, et seq., apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Coordinators Authorized Official  
  
\_\_\_\_\_  
Name and Title of Coordinators Authorized Official

\_\_\_\_\_  
Date

#### 11.7 CLEAN AIR REQUIREMENTS

The Coordinator agrees to comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401, et seq. The Coordinator agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

#### 11.8 INTEREST OF MEMBERS OF, OR DELEGATES OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

#### 11.9 PROHIBITED INTEREST

The operators, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

#### 11.10 DEBARRED BIDDERS CERTIFICATION

The bidder hereby certifies that neither it nor its principals (as defined at 49 C.F.R. §29.995 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the bidder certifies that he or she will obtain an identical certification from all its sub-contractors. The bidder also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the bidder.

Signature/Date/Title:   
\_\_\_\_\_

#### ARTICLE XII Procurement, Assignment and Subcontracting

12. The Coordinator shall be required to utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Program activities.

12.1 No service herein contemplated to be performed by the Coordinator may be subcontracted, and no service or benefit hereunder may be assigned by the Coordinator without the prior written permission of the contract managers. No such subcontract or assignment shall be valid unless it requires the same record keeping and reporting to be performed by the subcontractor or the assignee as is required in this Agreement to be made by the Coordinator. Notwithstanding the requirements of this section, the contract managers consent to the subcontracting of vehicle operations to subcontracted carriers operating under the coordinated system.

### **ARTICLE XIII**

#### **General Provisions**

13. The Coordinator accepts the funds provided under this Agreement and agrees that the contents of EXHIBIT 1 is part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Coordinator agrees:

13.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

13.2 To permit and facilitate such audits by the State of Florida, the Clerk of the Circuit Court, the Comptroller General of the United States, designated independent auditing firm(s) or their authorized representatives as may be directed in relation to this Agreement;

13.3 To produce all documents upon request by the County, State of Florida, the Federal Transit Administration or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Coordinator's corporate accounting year.

13.5 That Pensacola Bay Transportation Company, LLC, is a Florida Limited Liability Company operating "for profit" in this state, and in Escambia County with Occupational License 471810011102. Further, Pensacola Bay Transportation Company, LLC, functions primarily as a service organization with specific emphasis upon providing transportation opportunities for qualified disabled individuals.

13.6 Except as provided under paragraph 6.5 after the six (6) month Quarterly Report and review, renegotiations and modification or Amendment of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if federal or state revisions to any law in connection with the ADA/TDC/5311 Program activities necessitate respective modifications of these terms.

13.7 If the Coordinator is called upon to assist in emergency situations, such as but not limited to hurricane evacuation, the provider shall be reimbursed for any and all costs incurred, subject to verification of costs and expenditures by ECAT based on receipts

and other documentation.

13.8 By executing this agreement Pensacola Bay Transportation Company, LLC, hereby certifies that it has established a drug testing policy, which complies with the requirements of all federal, state or local regulatory agencies, including random drug testing.

#### **ARTICLE XIV** **Understanding of Terms**

14. This Agreement represents the entire and integrated agreement between the County and the Coordinator and supersedes all prior negotiations, representations, or agreements, either written or oral.

14.1 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.

14.2 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.

14.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.4 All Notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement as described in Article I, above.

14.5 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this date and year first above written.

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: HCA  
Date: 9/14/11

ESCAMBIA COUNTY, a political subdivision of the State of Florida by and through its Board of County Commissioners.

[Signature]  
Kewin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk



BBC Approved 10-20-2011

Coordinator:  
Pensacola Bay Transportation Company, LLC

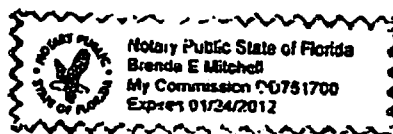
[Signature]  
J. M. Wilcox

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this day of September 2011, by J. M. Wilcox, of Pensacola Bay Transportation Company, LLC, who did not take an oath and who \_\_\_\_\_ is/are personally known to me ✓ produced current driver's license as identification ✓ produced current Driver's License as identification.

[Signature]  
Signature of Notary Public

Brenda E Mitchell  
Name of Notary Printed





3100 McCormick Street • Pensacola, FL • 850 476-8130

August 30, 2012

Larry Newsom  
Assistant County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

Dear Mr. Newsom:

As you know, Pensacola Bay Transportation provides ADA complementary paratransit services for Escambia County and has been its Community Transportation Coordinator (CTC) since 2004 (from December 1, 2003 through June 30, 2004 on an emergency basis).

Pensacola Bay Transportation (PBT) would be pleased to continue as the ADA complementary paratransit service provider for Escambia County and respectfully request your consideration in renewing our agreement to provide paratransit transportation services for the period October 1, 2012 to September 30, 2013.

We thank you for your consideration in this matter. If you have any questions or need any additional information, please feel free to contact me at 850-476-8130 x216 or at [hvanselow@pensacolabaytransportation.com](mailto:hvanselow@pensacolabaytransportation.com)

Sincerely,

A handwritten signature in black ink, appearing to read "Howard K. Vanselow". The signature is fluid and cursive, with a long horizontal line extending to the right.

Howard K. Vanselow  
General Manager





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-4840

County Administrator's Report 10. 3.

BCC Regular Meeting

Discussion

Meeting Date: 09/16/2013

Issue: Reallocation of Local Option Sales Tax

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Reallocating of Funding Among Projects Within the Local Option Sales Tax Fund (352) - Keith Wilkins, Community & Environment Department Director

That the Board reallocate \$388,500 from the Parks and Recreation Land Acquisition Project (12PR1688) to the Natural Resources/Community Redevelopment Perdido Key Beach Access Project (12NE1712) within the Local Options Sales Tax Fund (352) to fund the local match required on a \$3,100,000 Grant from the U.S. Fish and Wildlife Service, to enhance access to the Gulf of Mexico on Perdido Key.

#### **BACKGROUND:**

Public beach access on Perdido Key has been identified as a Board priority for use of the Local Option Sales Tax. The Community & Environment Department has secured a US Fish and Wildlife Service grant to assist in providing public access to the Gulf of Mexico and to protect Perdido Key Beach Mouse habitat. This reallocation will supplement the existing allocation and provide required local match to the grant.

#### **BUDGETARY IMPACT:**

A total of \$388,500 is being reallocated among projects within LOST to fund the local match required on \$3,100,000 grant from US Fish and Wildlife Service to enhance public access to the Gulf of Mexico on Perdido Key.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

This request has been coordinated with the Parks and Recreation Department.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-4926**

**County Attorney's Report 10. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 09/16/2013

**Issue:** Settlement of Workers' Compensation Claim Involving Joseph Boutwell

**From:** Ryan Ross, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

#### **Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Joseph Boutwell**

That the Board approves payment to former Sherriff's Office employee Joseph Boutwell in the amount of \$266,112.48, inclusive of all outstanding attorney's fees and costs. An excess workers compensation insurance carrier will reimburse Escambia County for 100.0% of the settlement amount.

#### **BACKGROUND:**

Joseph Boutwell went to work for Escambia County in 1981 and was hired by the Sheriff's Department in 1986. He was employed by the County as a deputy sheriff on May 9, 1990 when he was involved in a compensable motor vehicle accident and sustained multiple fractures. An authorized treating physician diagnosed him with multiple areas of pain including his left elbow, thumbs, neck, low back, thoracic, left knee and hip. The physician placed Mr. Boutwell at maximum medical improvement on November 14, 2007 and assigned a 20% permanent impairment rating. Mr. Boutwell continued to work in various positions with the Sheriff's Office until he retired in February 2006.

Mr. Boutwell filed a petition requesting permanent and total disability benefits. The County disputed his inability to work and the parties retained experts who disagreed on this issue. The parties attended a merits hearing in April 2008 before Judge Nolan Winn in Pensacola. Following the hearing, Judge Winn adjudicated Mr. Boutwell permanently and totally disabled. Mr. Boutwell has been paid permanent total disability benefits and permanent total supplemental benefits since this hearing. To extinguish the County's future liability for this claim, the parties negotiated and entered into a settlement agreement. The total settlement amount is \$266,112.48: \$200,000.00 is allotted to indemnity, \$29,381.00 is allotted for the CMS-approved Medicare Set-Aside, and a guideline statutory attorney's fee on that amount is \$35,157.00. The taxable costs are \$1,574.48. The County's self-insured retention for this claim is \$300,000.00. Accordingly, all of the settlement proceeds are the responsibility of Midwest Casualty, the excess carrier for this claim.

**BUDGETARY IMPACT:**

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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